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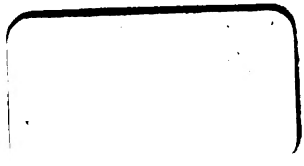

REPORTS

OF THE

U. S.

INDUSTRIAL COMMISSION

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ON

LABOR ORGANIZATIONS,

LABOR DISPUTES, AND ARBITRATION,

AND ON

RAILWAY LABOR.

VOLUME XVII

OF THE COMMISSION'S REPORTS.

WASHINGTON:
GOVERNMENT PRINTING OFFICE.
1901.

MEMBERS OF THE INDUSTRIAL COMMISSION.

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E. DANA DURAND, *Secretary.*

[Extract from act of Congress of June 18, 1898, defining the duties of the Industrial Commission and showing the scope of its inquiries.]

SEC. 2. That it shall be the duty of this commission to investigate questions pertaining to immigration, to labor, to agriculture, to manufacturing, and to business, and to report to Congress and to suggest such legislation as it may deem best upon these subjects.

SEC. 3. That it shall furnish such information and suggest such laws as may be made a basis for uniform legislation by the various States of the Union, in order to harmonize conflicting interests and to be equitable to the laborer, the employer, the producer, and the consumer.

INDUSTRIAL COMMISSION,
December 5, 1901.

To the Fifty-seventh Congress:

I have the honor to transmit herewith, on behalf of the Industrial Commission, a report to Congress on the subject of Labor Organizations, Labor Disputes, and Arbitration; and a report on the subject of Railway Labor. These subjects have also been treated extensively in other volumes of the Commission's reports. The conclusions and recommendations of the Commission regarding them will be presented in its final report.

Respectfully,

ALBERT CLARKE,
Chairman.

PREFATORY NOTE.

The following report regarding Labor Organizations, Labor Disputes, and Arbitration has been prepared in the office of the Industrial Commission and under its supervision. The subject of the relations between employers and employees is one of the most important which the Commission has considered. Doubtless the most powerful single factor in affecting those relations at the present time is organization of labor, and this is the first subject covered in the report. Particular interest attaches to all methods which tend to promote peaceful relations between employers and employees; and the practices of collective bargaining, conciliation, and arbitration accordingly constitute the subject-matter of a second section of the report. From time to time, however, peaceful relations are broken by strikes and lockouts and by other forms of industrial disputes. The statistics regarding these disputes have been presented and discussed, while a special part of the report is devoted to the discussion of the attitude of the courts toward various acts of workingmen in connection with labor disputes.

The information regarding American labor organizations and regarding the American systems of collective bargaining and of arbitration and conciliation within the trade has been obtained largely by correspondence with the officers of organizations of employers and of employees. Schedules of questions were sent out to all national labor organizations and to a very considerable number of local organizations. The officers of the national unions have almost uniformly shown marked courtesy in filling out these schedules and in making answers to such specific inquiries as were later found necessary. They have also furnished in most instances the constitutions, reports, agreements, and other documents published by the unions. The officers of the American Federation of Labor have been of especial assistance in giving information regarding that body and its constituent unions. It is believed that, since the statements of fact contained in this report have been obtained almost wholly from official sources, they may be considered thoroughly authentic.

Doubtless because of the fact that the officers of local unions are in most instances actively employed in their trades, and also because the business of local organizations is conducted in a less systematic manner than that of national unions, it has been found impossible to obtain any considerable amount of information regarding local unions, except in so far as the officers of national organizations have furnished it.

The Commission is under obligations to Hon. Carroll D. Wright United States Commissioner of Labor, for the use of documents in possession of the Department of Labor, and especially for furnishing advance sheets of the sixteenth annual report of the Department, covering the subjects of strikes and lockouts. By this means the Commission is able to publish a summary of the statistics contained in that report contemporaneously with their publication by the Department of Labor.

The text of that part of the report on Labor Organizations, Labor Disputes, and Arbitration which regards labor organizations has been prepared for the most part by Mr. Charles E. Edgerton, while the text regarding collective bargaining, conciliation and arbitration, and labor disputes has been prepared principally by Mr. E. Dana Durand. Both have, however, cooperated under the direction of the Commission in the preparation of the entire work.

The report on Railway Labor, which constitutes the second division of the present volume, has been prepared under the direction of the Commission by Dr. Samuel M. Lindsay, of the University of Pennsylvania. The statements regarding matters of fact contained in this report are based almost altogether on official documents and information. Schedules of questions were sent to the officers of the leading railroad companies, as well as to the officers of the leading organizations of railway employees, and in most cases the desired information was cheerfully and fully furnished. To the discussion of facts regarding railway employment—wages, hours of labor, and regulations as to entering employment, promotion and discipline, and other matters—has been added a compilation of the decisions of the courts regarding the liability of railway employers for injuries to their employees, a subject in which very general public interest has been manifested. The Commission is also under obligations to the Pennsylvania Railroad for having permitted the republication of a report submitted to it by Mr. Riebenack, its assistant comptroller, regarding the systems of insurance of employees on foreign railways, as well as to Mr. Riebenack himself. This report appears as an appendix.

LABOR ORGANIZATIONS, LABOR DISPUTES, AND ARBITRATION.

A REPORT PREPARED UNDER THE DIRECTION OF THE INDUSTRIAL COMMISSION

BY

CHARLES E. EDGERTON and E. DANA DURAND.

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PART I.

SUMMARY AND GENERAL DISCUSSION.

CHAPTER I.

TRADE AND LABOR ORGANIZATIONS.

1. ORGANIZATION AND GOVERNMENT.

NATIONAL AND LOCAL UNIONS.—DEFINITIONS.

Among American trade unionists three types of trade union are formally recognized—the local, the national, and the international. The typical local union includes only members who live and work in one town, and its business is done by vote of all the members, meeting in one place. Sometimes there are subordinate organizations, more or less formal, composed of members employed in single establishments. Such are the "chapels" of the printers, which long antedate any more formal organization of the craft. Such are the "shop meetings" of many other trades. It often happens that workers in a place where no local union of their trade exists attach themselves to the nearest, though they may not be able to take part in its ordinary deliberations. Less often, where a few workers of a trade are gathered, they are organized as a branch of a neighboring local union, which thus assumes a complex character. This method is often adopted by the Brewery Workmen.

The national and the international unions represent only a single type, though the formal distinction between them is carefully made in trade-union literature. The typical national union aspires to control all the workers of its trade in the United States. The international union has locals not only in the United States, but also in Canada, and, in a few cases, in Mexico. It sometimes happens that unions which are recognized as national do not in fact have members outside of a limited territory, and perhaps make no effort for more general extension. For instance, the Cotton Mule Spinners, like several other unions in the cotton industry, are confined to New England, excepting a few local unions in New York. The Northern Mineral Mine Workers have apparently no desire to extend beyond the boundaries of Michigan, Minnesota, and Wisconsin.

National and international unions are made up of local unions, which possess more or less complete autonomy, and which join in one way or another in the government of the general body.

In the speech of trade unionists the phrase "local union" is often abbreviated to "local," and this technical usage is frequently employed in the present report. The word "national" is used in this report to include both those unions which call themselves national and those which are distinguished as international.

The great majority of the national trade unions are bound together in the great federal organization, the American Federation of Labor. In one or two instances there are alliances for certain purposes among small numbers of national unions in related trades. The International Typographical Union, the Pressmen, and the Bookbinders have for some years maintained a "tripartite agreement." Efforts have for some time been making to establish an alliance of the national unions in the metal trades.

Scarcely inferior in importance to the Federation of Labor are the local federations or trades councils, which bind together the local unions of particular cities. Almost every important town has its central organization, in which all or most of the local unions of the place meet together by delegates to consider matters of common interest. The local unions of the building trades commonly have federal organizations of their own, called building trades councils, for the consideration of matters of peculiar and common interest to them. Similar local alliances are sometimes formed by unions concerned in other broad departments of industry, such as metal working. The present report is devoted primarily to the organization and policy of the national unions, and touches only incidentally upon these highly important but local phenomena.

Trade-Union Statistics.

The existing statutes of Great Britain provide an effective method for the collection of trade-union statistics. The registration of trade unions, while not compelled, is induced by being made a condition of valuable privileges, relating especially to the protection of the union funds, and every registered union is required to file annual statements, showing receipts and expenditures, assets and liabilities, and giving separately the amounts expended for each of the several objects of the union. Statistics of membership do not seem to be required by the letter of the act, but they are customarily asked for by the labor department and customarily given by the unions. Moreover, the labor department, being regularly concerned with the collection of trade-union statistics, undertakes to compile statistics of the unions which are not registered; and in this also it seems to be almost completely successful. At the end of 1899, 614 unions, with 1,408,702 members, were registered under the law, and 678, with a membership of 393,816, were not registered, but made reports to the labor department. Over 78 per cent of the membership of unions known to the labor department was, therefore, included in the registered unions.

No such effective machinery for compiling a statistical account of trade unions exists in the United States. A few State bureaus of labor statistics have given some attention to the matter. That of New York has for some years published statistics of the number and membership of unions within its State. That of Indiana published tables of membership, dues, benefits, strikes, etc., in its report for 1893–94, but has published none since. Somewhat full information for Kansas is given in the recent reports of its bureau. The latest report of the Ohio bureau, that for 1900, contains detailed tables of membership, receipts, and expenditures of Ohio unions, as well as wages, hours of labor, strikes, etc. The Ohio report notes, however, that only 43 per cent of the unions reported so simple a matter as their total receipts.

In the absence of some strong statutory inducement, the only hope of obtaining tolerably complete returns is in persistent effort, and the gradual education of the union officers to the desirability of helping. So far as local unions are concerned, their officers are changed so often that the education of them would be a difficult process. But from the national unions, with their comparatively permanent tenure of office, steady pressure might extract tolerably full information.

At the best, the gathering of trade union financial statistics would be more difficult in this country than in Great Britain, because of differences in methods of union organization. A British national union of the normal type puts all the receipts of

its local branches into a common fund. When such a union makes returns to the registrar of friendly societies, its returns cover all the financial operations of the local bodies. Hardly half a dozen American unions are organized on this plan. In the great majority the local treasuries are entirely separate and independent. The national officers have no knowledge of the receipts and expenditures of the local branches. To gather complete financial statistics of labor organizations would involve getting returns from all the thousands of local officers.

Even the accounts of the national organizations are so kept, in many cases, that no useful classification of receipts or of expenditures can be based upon them. The number is not so great, however, but that it might be possible, by continuous effort, extending over some years, not only to establish the custom of making returns to a governmental authority, but to induce such changes of bookkeeping that the returns could be compared and tabulated.

The Industrial Commission, in the limited time which it has had for this work, has been unable to gather a body of trade-union statistics which makes any satisfactory approach to completeness. A few important organizations have failed to respond to requests for information. The great majority have responded courteously, and have gladly furnished such information as was readily available to them. Their financial operations are, however, so differently classified, and in some cases so unclassified, that it has not been found possible to prepare classified tables which would have any considerable value.

Even if all the financial operations of the national unions were uniformly classified, and so could be brought into tables which should be accurate for the ground which they should cover, the tables would have only a limited value. For reasons already given, a comparison of them with similar tables relating to the unions of Great Britain would be seriously misleading. Out-of-work benefits constitute the largest expenditure of the typical British union. The typical American national union would report none; yet considerable amounts might have been paid for this purpose from the independent treasuries of the local branches. One American union might report considerable death benefits and sick benefits, and the next might show none; yet the members of the second might actually have contributed as much for these forms of insurance as those of the first.

The labor department of the British board of trade, to which trade unions report their membership and financial statistics, does not make any distinction between local and national organizations. It does, however, select for special treatment 100 principal unions, chiefly on account of their membership and solidity, but also with a view to securing adequate representation, so far as possible, of different branches of industry. The following table, giving the growth both of the 100 principal unions and of all others from 1892 to 1899, indicates the tendency of the stronger unions to increase their relative weight. The 100 principal unions have increased by 212,000 from 1892 to 1899, while all other unions increased only 87,000. At the end of 1899 the 100 principal unions contained 1,117,000 members, while all other unions, 1,192 in number, contained only 685,000. The 100 principal unions increased 23½ per cent during the 7 years, while the other unions increased only 14½ per cent. The latter increase took place entirely during the 2 years of good trade, 1898 and 1899, while the increase of the 100 selected unions was continuous, excepting slight decreases in 1895 and 1898.

Membership of British trade unions.[1]

Year.	100 principal unions.[2]	Other unions.[2]	Total.
1892	905,116	598,116	1,503,232
1893	909,586	570,734	1,480,320
1894	924,163	515,141	1,439,304
1895	915,068	494,087	1,409,155
1896	962,188	534,622	1,496,810
1897	1,064,498	550,500	1,614,998
1898	1,043,183	606,048	1,649,231
1899	1,117,465	685,053	1,802,518
Increase of 1899 over 1892	212,349	86,937	299,286
Per cent	23.5	14.5	19.9

[1] Twelfth Report on Trade Unions in Great Britain and Ireland, 1899; published by the labor department of the British board of trade; p. xx.
[2] During the years 1893–1899, 55 smaller unions, with a total membership of 9,680, were absorbed by the 100 principal unions.

It will be seen that the membership of all unions known to the labor department had increased from 1,503,232 at the end of 1892 to 1,802,518 at the end of 1899, an increase of 20 per cent in the 7 years. The number fell off with the coming of the depression of 1893, and continued to decrease until 1895. Since that time the number has increased year by year.

As has been said, no attempt has been made to gather similar statistics from year to year for the whole of the United States, and not even any State bureau of labor has prepared a consecutive series of such statistics, excepting the bureau of New York. The series of official statistics for New York begins with 1894. This was in the midst of the industrial depression, and the effect of that depression can not therefore be observed by a comparison of membership before and after the beginning of it. The reported membership was larger in 1895 than in 1894. Since, however, statistics of this sort are necessarily less complete when the first attempt is made to gather them than afterwards, it is almost certain that some part at least of this increase was due to increased accuracy. The reported membership was smaller in 1896 than in 1895, and still smaller in 1897. From this point, two years after the lowest point of union membership in Great Britain, a rally began, and progress has gone on with accelerating velocity. The increase was 21,000 in the year ending June 30, 1898, 16,000 in the next year, and 59,000 in the next.

Number and membership of labor organizations in New York State for the years 1894 to 1900.

Year.	Unions.	Membership.
1894 (end of June)	860	157,197
1895 (end of June)	927	180,231
1896 (end of October)	962	170,296
1897 (end of June)	976	151,206
1898 (end of June)	1,079	172,340
1899 (end of June)	1,210	188,455
1900 (end of June)	1,603	247,602
1901 (end of June)	1,805	255,630

On page 27 of this volume a statement is given of the number of members apparently represented from year to year in the conventions of the American Federation of Labor. For reasons which are there pointed out, these figures can not be taken even as approximations to the membership of the unions affiliated with the Federation. It would be quite unjustifiable to present them as approximations to the aggregate membership of trade unions in the United States from year to year. The Federation is even yet far from embracing the whole trade-union world of the United States. The representation in the conventions, the basis used for calcula-

tion, does not accurately represent the membership of the Federation. Finally, the Federation has tended year by year to embrace an increasing proportion of the American unions, so that its growth has been somewhat greater than the growth of unionism as a whole. Yet, while not showing, even approximately the absolute membership of American unions, these figures may give some indication of the direction and the velocity of movement. The number of members apparently represented in the Federation conventions rose from about 200,000 in 1890 and 1891 to nearly 250,000 in 1893, fell sharply to about 175,000 in 1894, then rose gradually to a little more than 250,000 in 1898, and went up by leaps to nearly 325,000 in 1899, and to more than 500,000 in 1900.

The following table gives a rough estimate of the aggregate membership of the labor organizations of the United States on July 1, 1901:

Estimated membership of labor organizations in the United States on July 1, 1901.[1]

Unions affiliated with the American Federation of Labor	950,000
Custom-clothing makers	3,800
Lithographers	2,100
Bricklayers	39,000
Plasterers	7,000
Stonecutters	10,000
Box makers	5,500
Piano workers	7,700
Engineers, marine	6,000
Engineers, locomotive	37,000
Firemen, locomotive	39,000
Conductors, railway	25,800
Trainmen, railroad	46,000
Switchmen	15,000
Letter carriers	15,000
Knights of labor and unenumerated organizations, say	191,100
Total	1,400,000

RELATIONS OF NATIONAL AND LOCAL UNIONS.

In a historical view the local union is the source and spring of the whole labor movement. It was by the alliance of existing local unions for mutual encouragement and support that the great national organizations came into existence. Local unions of stonecutters, of carpenters, of hatters, and of printers had existed for many years before organization on a larger scale was seriously attempted. Even nowadays, though labor unions come more with taking thought than formerly, and less as the spontaneous outgrowth of the internal conditions of their trades, it is seldom attempted to build a national union in any other way than by uniting existing locals.

The printers have perhaps the oldest national labor organization existing in the United States. The convention out of which the International Typographical Union has grown was held on December 2, 1850. The national association of the stonecutters may possibly, however, be as old or older. It had an established position and a regularly published official journal by 1857, but the date of its origin is not known.[2] The United Sons of Vulcan, one of the predecessors of the Amalgamated Association of Iron, Steel, and Tin Workers, was formed in 1858, the Iron Molders' Union of North America in 1859, and the National Cigar Makers' Union in 1864.

[1] For the basis of the estimate of the unions affiliated with the American Federation of Labor, see pages 28 and 29, below. The Knights of Labor is a secret organization, and gives no information about its membership. The estimates of the membership of other organizations here given are based on the statements of their officers. Some of the unions have branches in Canada, but the number of members there is small in proportion to the aggregate. The total given in this table, considered as an estimate of the total membership of labor organizations in the United States on July 1, 1901, is believed to be subject to a probable error of from 50,000 to 100,000.

[2] According to the report of Jos. D. Weeks on Trade Societies, bound with vol. xx of the reports of the Tenth Census, the Silk and Fur Hat Finishers' National Association was formed in 1843, and the National Trade Association of Hat Finishers in 1854. This report does not mention the National Union of Stone Cutters, and it is possible that the existence of this society was interrupted at the time of the report.

Local unions had preceded the national by nearly half a century. The New York Society of Journeymen Shipwrights is said to have been incorporated on April 30, 1803, and the house carpenters of New York City in 1806.[1] It is not known, however, how far the purposes and methods of these societies coincided with those of modern trade unions. A union of tailors is said to have been formed in 1806, and one of hatters in 1819. The Baltimore union of printers claims to have existed since 1831; the Newark union of stonecutters since 1834.[2]

Very early in the eighteenth century local unions of tailors and of weavers had been formed in Great Britain.[3] In spite of the determined opposition of the propertied classes, expressing itself through Parliament and the courts as well as in other ways, the movement had attained a great growth by the year 1800. The national unions, however, even in Great Britain, are a phenomenon of the nineteenth century. Not to speak of extensive unions which have either dissolved or been swallowed up in larger amalgamations, the Friendly Society of Iron Founders, which now has some 18,000 members, was established in 1809; the United Boiler Makers, whose present membership is about 48,000, in 1834. The two British unions which have branches in this country—the Amalgamated Society of Engineers and the Amalgamated Society of Carpenters and Joiners—were established in their present form in 1851 and 1860, respectively. The former has a total membership of some 85,000, the latter of 65,000.[4]

Though the local union is historically the primary phenomenon, and the national union is secondary, a very large proportion of the local unions which exist to-day, and a larger proportion of those which from day to day come into existence, are, in fact, the offspring of national organizations. Some of the stronger national unions maintain regular paid organizers, who devote either the whole or some portion of their time to traveling from place to place, encouraging and strengthening existing locals of their trade, and, where none exist, establishing them. The work of the organizers commissioned by the American Federation of Labor is perhaps even more important. This work may be credited to the national organizations in cooperation. A considerable share of the money that supports it comes now from local unions which have no national trade organization and which are directly affiliated with the Federation; but these locals are themselves almost exclusively the result of past Federation work, and the new locals, so far as they are to be regarded as their children, are descended from the nationals only a little more remotely. The Federation has over 800 "general organizers" bearing its commission in all parts of the country, and constantly active in the neighborhood of their homes in organizing not the workmen of their own trades only, but those of all trades. These men and women work without payment, except the commissions, ranging from $5 to $20, which most national unions offer for the organization of new locals.[5] They support themselves by the daily labor of their hands. Their organizing work is therefore confined to their hours of leisure. Until recently the Federation had no money for organizing, except sporadically, by any other means. The great increase of its membership during the last two or three years has changed that. The income has doubled and trebled. The salaries of its officers have not been materially increased, and while there has been an increase of necessary administrative expenses, it has borne no comparison to the increase of receipts. There has remained, therefore, a surplus of many thousand dollars a year applicable to missionary labors. During 1900 the Federation kept in the field upon the average some eight "special organizers" under salary. During 1901 the average number may reach twenty-five. Some of the time of these

[1] Geo. E. McNeill, The Labor Movement, p. 337.

[2] Ibid., pp. 71, 186. Below, p. 162.

[3] Sidney and Beatrice Webb, History of Trade Unionism, pp. 28-31.

[4] Board of Trade, Labor Department, Report on Trade Unions in 1899, pp. 2, 20, 22, 28.

[5] The "special organizers," whose salaries and expenses are paid by the Federation, are forbidden to receive such commissions. They do accept them sometimes, however.

men is devoted to the settlement of disputes, the supervision of strikes, and other work of maintenance and conservation. Their energies are chiefly directed, however, to bringing the unorganized into the union ranks, and especially to the establishment of new local unions where there has been no organization of the crafts concerned.

The local trade union, properly so called, is of course composed of men of a single occupation. There are workers everywhere who are willing to join the ranks, but who can not well be brought into unions of the regular type, because not enough members of their separate crafts can be gathered. The Knights of Labor set the example of forming "mixed assemblies," composed of all sorts of workers. The American Federation of Labor has found it desirable to revert to this method of organization, for the purpose of absorbing the residuum which it would be impossible to organize otherwise. It establishes, in each town where it is able, a "federal labor union," into which all wage earners, whose occupations do not make them eligible to any trade union in the town, are welcomed. Some of these federal unions have become large and flourishing bodies, with a membership of hundreds and even of thousands. It is not desired, however, to secure for them a large permanent membership. They are regarded rather as recruiting stations, from which each class of workers, as soon as enough members of it to form a separate union have been gathered, are to be drawn off to an independent organization of their own.

The constitutions of national unions usually provide that local unions may be established by not less than 5 or 7 or 10 workers at the occupation; 7 is far the commonest number. It is often added that the local can not be dissolved so long as a given number of members, usually the same number that is required for establishing the local, are willing to retain the charter. In many unions, when a local already exists in a place, its consent must be asked for before a second can be established. If it objects, however, the general executive board often has power to overrule its objections. One or two national unions never establish more than one local in a place. A notable example of this policy is furnished by the International Typographical Union. It does not establish in any city more than one local union of compositors working in English, though it forms other local unions of the allied crafts—stereotypers, photoengravers, mailers, etc., and of compositors working in other languages. The result of the one-local policy in New York City is "Big Six," with a membership of about 5,000.

When several locals belonging to the same national union exist in a place, they are often united in a district council. The Brotherhood of Carpenters and the Painters require a district council to be established wherever there are two local unions. The powers of the district councils vary greatly in the different organizations. In the Brotherhood of Carpenters their powers are very great; they not only frame and enforce working and trade rules for their districts, but they adopt by-laws and rules covering strike benefits and other benefits to be paid by the locals under their jurisdiction. District councils are always composed of delegates from local unions. In some organizations their more important decisions are submitted to the locals for confirmation.

Each local union, even when subordinate to a national organization, is a self-governing unit. Its theoretical relation to the national body is similar to that of one of our States to the United States. The local body has power to do anything which is not specifically forbidden in the national constitution. Rates of wages are, of necessity, matters of local consideration in almost all trades. Hours of labor are also fixed locally, in most trades, according to local conditions. Even the unions which have national laws to limit hours can not always enforce them in all places, and they are glad to have hours shortened by their locals beyond the national requirement. The regulation of apprenticeship is left by many unions to the locals, and even when national rules are made the locals often make further restrictions. A few national unions fix initiation fees and dues, but in most cases the locals fix them, either without any restriction or subject to a maximum or a minimum limit. Locals levy

assessments upon their members, and inflict fines and other forms of discipline. Hardly any restriction is placed upon the power to collect local assessments, except that in a few cases it is forbidden to raise them to support strikes unauthorized by the national officers. In the matter of discipline there is usually an appeal to the national authorities, and a few unions forbid the imposition of a fine above a certain amount without the approval of the national executive board. In ordinary cases, however, in most organizations, the local unions do what is right in their own eyes.

LOCAL UNIONS—ORGANIZATION AND GOVERNMENT.

The local labor union is as democratic in its government as it is possible for any assembly of men to be. Indeed, it is hard to conceive of any government but a pure democracy under such conditions. The members are within easy reach of one another. They meet always once a month, often twice a month, sometimes weekly. If any question of special importance arises, a special gathering is easily arranged for. The members stand on a footing of substantial equality in trade affairs. All gain their support by daily work at the common occupation. There is no opportunity for specialization of governmental and executive skill by the setting apart of individuals to governmental activities. The tendency of the local unions is to minimize such specialization, even below the limit that circumstances might make possible. Officers are usually elected once in 6 months, and there is a strong tendency to maintain a rotation in office.

The democratic tendency of the unions has been intensified by experience. Labor leaders, both of the smaller and of the larger sort, have accepted political positions which have seemed to come to them by reason of their prominence in labor circles, and others have taken positions with employers, and so have seemed to go directly over to the ranks of the enemy. In all such cases a suspicion is likely to arise that the union has been "sold out." Without doubt this suspicion is, in many cases, perhaps in most cases, unjust; but, just or unjust, it has had a large weight in determining the policy and methods of the organizations. There is so strong a fear of one-man power that the action of the organizations is weakened by it. Even minor committees are often chosen by vote of the body rather than by appointment of the chairman. The born leader of men will always lead, whether his sphere of activity is the labor organization, the combination of capitalists, or the political arena. But, so far as forms of organization and methods of action go, the local labor union is the extreme type of a democratic assembly.

The local union offers only one position in which a somewhat high degree of specialized executive ability may sometimes be developed. That is the position of the business agent, or, as he used to be called, the walking delegate. But even he is usually elected for 6 months only, and, while he may be reelected, and may even hold the place for several terms, it is not the general disposition of the unions to make his position permanent. The business agent is the representative of the union in dealing with employers, to get redress of grievances, and to see that union rules are kept; in finding work for unemployed members; in maintaining the fidelity of members and collecting their dues, and in the gaining of recruits from among nonunion men of the trade. The office of business agent exists in only a minority of locals. A local must have considerable strength before it can afford the expense, and in many trades the need is hardly felt. The office plays an especially large part in the building trades.

In his capacity of employment agent for the union the business agent is able, if he is not quite upright, to serve his special friends, and so to make it worth while for members who are or may be out of jobs to consult his desires. As the representative of the union in dealing with employers, he is able to bring the organization, without the previous consent of the members, into positions from which it can not easily retreat. In some unions he has power to order strikes. Even when this

power is not formally granted, his advice to quit work will often produce the same effect. On the other hand, the business agent may sometimes take it upon himself to make agreements with employers on behalf of the union. The union is likely to repudiate such agreements if they do not meet its views; but the employers blame the union in such cases, and consider that it has violated its obligations.

So long as he holds his place, therefore, the business agent has a large power for good or evil. The living of his fellow-members depends upon his wisdom and his honesty. But they realize it, and they watch him with the eyes of a jealous master. If they come to believe that he is either rash or foolish or dishonest his authority will be quickly ended.

The other chief officers of the local union, and those which are everywhere to be found, are such as necessarily arise in any society. There is a president, usually called by that title, but sometimes by some other, such as master. There is a secretary, or more commonly two or three secretaries; perhaps a recording secretary, a corresponding secretary, and a financial secretary. The financial secretary, where he exists, collects the dues of the members. Perhaps he keeps the funds and makes disbursements ordered by the union. Perhaps there is a separate treasurer, to whom the financial secretary turns over his collections. Sometimes there is an executive committee, which has general supervision, subject to the action of the body as a whole, of union affairs; but this is somewhat unusual. In general, every question, from the ordering of a strike to the buying of an account book, is decided by vote of the members in full meeting.

The local officers, except business agents, are not expected to devote regular working time to the affairs of the union, and their pay, when they receive any, is small. Business agents often receive the regular rate of wages of their trade, though the rate is sometimes fixed a little higher.

Every labor organization, national or local, large or small, has regularly an engraved seal, with which every document which it sends out, including the commonest official letters, is authenticated. Nowhere else, outside of formal legal proceedings, does the use of the seal maintain so large a place in our modern life. The use of it is expected as a matter of course by union officers, and they sometimes refuse to consider complaints and propositions from which, presumably by oversight, the seal has been omitted.

NATIONAL UNIONS—ORGANIZATION AND GOVERNMENT.

The pure and simple democratic constitution of a local union is, of course, impracticable, at least in its primitive form, in the national organizations. Some use is almost necessarily made of the representative principle. The original formation of the national union and the original shaping of its constitution could hardly be effected otherwise than by a representative convention; and periodical conventions are provided for in most of the written constitutions. The majority of the unions hold them annually; less hold them once in 2 years; still less once in 3 or 4 years. The Cigar Makers have lengthened the period to 5 years. But a considerable number of unions make the holding of conventions dependent in one way or another upon a popular vote. Some provide that a convention shall be held at given intervals unless the members decide otherwise, either by a simple majority or by a greater preponderance of opinion, such as two-thirds. Others have enacted that at a fixed period before the regular time of the convention the question shall be sent out from headquarters to every local, "Shall a convention be held this year?" Others provide no fixed time at all for conventions. The Stone Cutters, for instance, do not mention the subject in their written constitution, and they have held no convention since 1894. The German-American Typographia has held none since 1884, and the Granite Cutters have held none since 1880.

The tendency to hold conventions at longer intervals or to do without them altogether seems, on the whole, to be increasing. There seems to be a reversion toward a pure democratic government, in which all important decisions shall be made by popular vote. Even in the unions which hold frequent conventions, it is usual to submit important questions to the membership at large. In about half the unions constitutional amendments do not become valid except by vote of the members, though in some of them the amendments must be proposed by the convention. In about a quarter more an amendment acquires validity when it is approved either by the convention or by popular vote. In the rest amendments can be made by the convention only.

It is common to allow proposals of any kind, including amendments to the constitution, to be made otherwise than by the convention, and passed on by the membership at large. The executive board has usually power to submit to popular vote any proposition which it thinks desirable. Very often the local unions have the same power. In that case it is often provided that the motion of one local must be seconded by five or ten or more other locals before the general vote can be demanded. Questions relating to the sanctioning of strikes are sometimes submitted to popular vote. So, often, are proposals for special taxation, for the support of strikes or for other purposes.

In the English unions Mr. and Mrs. Webb discern a movement away from pure democracy, in the sense of government by direct vote of the members. They say:

> The great federal organizations of cotton operatives and coal miners stand out from among the other trade unions in respect of the completeness and success with which they have adopted representative institutions. But it is easy to trace a like tendency throughout the whole trade-union world. We have already commented on the innovation, now almost universal, of intrusting the task of revising rules to a specially elected committee. It was at first taken for granted that the work of such a revising committee was limited to putting into proper form the amendments proposed by the branches themselves, and sometimes to choosing between them. Though it is still usual for the revised rules to be formally ratified by a vote of the members, the revising committees have been given an ever wider discretion, until in most unions they are nowadays in practice free to make changes according to their own judgment. But it is in the constitution of the central executive that the trend toward representative institutions is most remarkable, the old expedient of the "governing branch" being superseded by an executive committee representative of the whole body of the members.[1]

Mr. and Mrs. Webb also say that the use of the referendum has greatly diminished, and that the initiative, in the form of proposals of change by the locals, has been almost abandoned.

The English unions are here conceived as starting from pure democracy and moving gradually toward representative government. It may be doubted whether the device of the "governing branch"[2] should be regarded as a step on this road. Control by a governing branch, if it can be regarded as a form of representative government, is a very imperfect form of it; but its divergence from the characteristics of representative government is not in the direction of democracy.

The representative convention seems to have been the primary historical form of the government of national trade unions in the United States. The introduction of pure democracy, through the initiative and the referendum, seems, upon the whole, to be a feature of their growth and development. This can not be asserted as a universal rule. The great railroad brotherhoods have no provision for a popular vote of their members. In them, no legislative proposition can be carried except at their annual or biennial conventions, and the acts of the conventions are not subject to reversal or review by the membership at large. But in such typical organizations as the Cigar Makers, the International Typographical Union, the Stone Cutters, and the

[1] Sidney and Beatrice Webb, Industrial Democracy, p. 46.

[2] This device, somewhat modified, is illustrated in this country by the Granite Cutters, the Carriage and Wagon Workers, and the Wood Carvers. See pp. 146, 203, 210, below.

rotherhood of Carpenters, all constitutional amendments are submitted to popular te: and the Cigar Makers, the Boot and Shoe Workers, the Tailors, the Bakers, and any others use the referendum in electing their officers. The initiative exists in ll vigor, both in its application to legislative proposals, and, where officers are ected by popular vote, in nominations.

The convention is always composed of delegates elected by the locals. The national ficers, or at least the chief of them, usually have seats in it. The president presides er it and the national secretary keeps its minutes. But, excepting in a few unions, e national officers have no votes unless they are regularly elected delegates of their cals.

A few unions give their locals power in their conventions as nearly as possible in oportion to their membership; that is, a local is allowed one delegate for each 25 or) or 100 members. In the majority of unions, however, the smaller locals have a isproportionate power. Sometimes, in addition to the representation based on membership, each local has an additional representative for the body as such. This gives distribution of power analogous to that among our States in the election of the resident. Oftener, however, the unit of representation is frankly varied with the ze of the locals, to the disadvantage of the larger. Thus in the Brotherhood of arpenters a local which has 100 members or less in good standing is entitled to one elegate; one which has more than 100 members and less than 500, to 2 delegates; ore than 500 and less than 1,000, 3 delegates; 1,000 or more, 4 delegates. The Team rivers do not allow more than two votes to any local, no matter how large. The eather Workers on Horse Goods and the Upholsterers give each local only one ote. In some cases, however, while the number of delegates is restricted, either to ave expense or to keep the body down to a convenient size, the delegates of the arger locals are allowed an increased number of votes. Thus the Machinists allow nly one delegate to each local, but each delegate casts a vote for each 25 members hat he represents.

It is often required that a local, to be represented at the convention, must have een organized and affiliated with the national body for some fixed period, usually ot more than a month or two. It must also have paid its debts to the national reasury, either up to the time of the convention or to within some short period efore it. A member, to be eligible as a delegate, is usually required to have been a ember of the local which elects him, in good standing, for a fixed time—often 6 onths; sometimes a year; sometimes as little as 3 months. This requirement is ecessarily waived if the local has been organized within the specified time. Some nions require that delegates be actually employed at their trade, unless they are mployed as union officers.

In most unions the duties of the delegates are confined to the convention; but in a ew they act as corresponding secretaries throughout the period between conventions, and are required to make the regular reports, and, in some cases, the remittances, to the national officers. The Amalgamated Association of Iron, Steel, and Tin Workers has this system.

The tendency of the stronger and more highly organized unions seems to be to put the burden of conventions, including the traveling expenses, wages, and hotel bills of delegates, upon the treasuries of the national organizations. This is also done by many of the smaller and newer unions. In many cases, however, the expenses of delegates are borne by the locals. Sometimes the national treasury pays the cost of transportation, and the locals pay the other expenses. This makes it equally feasible for all locals, wherever they are, to send delegates.

The executive head of a national union is usually called the president. Occasionally he is called grand master, or, in the railroad brotherhoods, grand chief engineer, grand chief conductor, etc. In the larger organizations in which the office exists he is a salaried officer, giving his whole time to the organization. In many of the smaller

unions he works regularly at his trade, and receives no pay from the union beyon repayment of expenses he may incur and wages for time that he may lose in unio work. His wages are then reckoned either at the rate which he earns at his trad or, more commonly, at a somewhat higher rate fixed by the organization. Th duties of secretary and treasurer are combined in the majority of national union and the officer who performs them is called the secretary-treasurer. The secretary treasurer is usually the first officer who, in the growth of a particular organizatio comes to be employed by it for his whole time and at a regular salary; but in th weaker organizations even he has to work at his trade. There are a few cases, (which the Cigar Makers and the Street Railway Employees are the most importan in which the president performs the duties of secretary and treasurer. There are few other cases, of which the Brewery Workmen are a type, in which the office (president does not exist, but executive control rests altogether in a board.

In every national union there is an executive board or executive council, in whos hands the direction of the affairs of the body rests, subject to the supreme authorit of the convention or of the popular vote. In most cases the principal officers of th organization—the president, the vice-presidents, and the secretary-treasurer, or th secretary and the treasurer—are members of it by virtue of their offices. Other mem bers, specially elected, are sometimes added, but not always. In many cases ther are a considerable number of vice-presidents, three or five or six, whose membershi in the executive council is their principal or their only function. The America Federation of Labor furnishes an extreme instance. Its six vice-presidents have n right of succession to the presidency. It might be said that they are elected fo no other purpose than to serve on the executive council; though this service involve a large amount of individual activity in behalf of the affiliated unions.

In most cases the members of the executive council are widely scattered, and (necessity the greater part of their debates are carried on and the greater part of thei votes are given by mail. Various devices have been hit on to avoid this inconven ience. In the Brewery Workmen executive power is lodged in a council of 1 Seven must live at the headquarters, and the remaining 6 in other places. Th decisions of the council are made in the first place by the resident 7; but they ar not binding until the nonresident 6 have sent in their votes, and until it appears tha a majority of the whole have voted yea. A few unions provide that the members (the council must all be elected, by the convention or by referendum, from local within some short distance of a center, which has been chosen, usually on accoun of its importance as a center of the trade, for the national headquarters. In othe cases, as the Tailors, the Carriage Workers, and the Wood Carvers, a place is peri odically chosen for the headquarters by the convention or by vote of the member and the unions within that place or within a short distance of it have power t choose the council from among their own members. This government of the whol body by representatives of a single branch constitutes a reversion to a type which i historically earlier than government by the direct representatives of the whole though it has never prevailed widely in America. Among the English unions th first step beyond a loose alliance of separate local clubs was the appointment of seat of government or "governing branch." The local union where the seat of gov ernment was placed managed the current affairs of the whole, and its officers serve as general officers. The participation of all was secured, not continuously, but b rotation, through periodical removals of the seat of government.[1]

In a considerable number of cases the unions which hold regular conventions elec their officers by vote of the delegates. Many of them, however, including some o the most important, refer the election of officers to the membership at large. Thi is necessarily done in those unions which hold few conventions or none. It require

[1] Sidney and Beatrice Webb, Industrial Democracy, p. 17.

ore elaborate machinery than election by convention, and is oftener found, there-re, in old and highly organized bodies. Whatever the method, it is almost always rovided that a full majority of the votes cast is necessary to an election. If the ection is by convention the candidate who has received the lowest vote on an nsuccessful ballot is usually dropped, and a new ballot is taken; and the process is epeated until a majority for one candidate appears. Less often in elections by con-ention, but usually in elections by popular vote, only the two candidates who have eceived the highest votes on an unsuccessful ballot are eligible when the ballot is epeated.

In elections by the members at large the Australian system is universally employed. Nominations are sent in by the several local unions, and official ballots bearing the names of the regularly nominated candidates are sent out from the national head-quarters. In some organizations each candidate, in order to be eligible, must pre-pare a letter of acceptance, for publication in the official journal, outlining the policy which he intends to follow if he is elected. Several unions impose a fine, usually 50 cents, upon any member who is qualified to vote and fails to do so. It seems to be felt that the judgment of every member is more needed in the election of officers than in the decision of any other question. No union fines its members for failure to vote on constitutional amendments. The Cigar Makers got out a vote of 22,805 at the election of officers in March, 1901, while only from 7,000 to 10,000 voted on several constitutional amendments which were submitted about the same time. It is impos-sible to say how much the penalty of 50 cents may have had to do with the fuller vote for officers.

There is a considerable tendency to permanency in the tenure of office. Thus Mr. McGuire was secretary of the Brotherhood of Carpenters from the establishment of the union in 1881 up to 1901. Mr. Arthur has been at the head of the Locomotive Engineers since 1874. Though these cases are exceptional, it is common to find men who have served their unions for many successive years. The holder of an impor-tant office has an advantage as a candidate, in that he is better known to his con-stituents than any new man is likely to be. In the absence of a distinct feeling in favor of rotation in office, which seems to manifest itself only moderately, with regard to the higher positions in the trade-union world, he has an advantage in the tendency to let things continue as they are.

The most of the more important unions of Great Britain have fallen into so fixed a habit of reelecting their general secretaries, who are their principal executive officers, that the tenure of the office has become practically permanent. In some of the largest unions all provision for reelection has been dropped from the constitutions. The Cotton Spinners specially provide in their rules that the secretary shall continue in office so long as he gives satisfaction; and when the election of a new man is neces-sary, he is chosen in the light of a severe, practical, competitive examination.

No American union has reached any such development as this. All offices are filled by election at regular intervals, as a matter of course. The same man is often reelected year after year without opposition; but he must be reelected.

The salaries of the national officers are in most cases moderate in proportion to their responsibilities. In this respect, as in several others, the great railroad broth-erhoods form a class by themselves. The presiding officers of the Engineers, the Conductors, and the Firemen are understood to receive $5,000 a year. No organiza-tion in any other field of work pays half so much. The Knights of Labor did pay Mr. Powderly $5,000 a year, as general master workman, for several years, but they pay such rates no longer. The president of the Marine Engineers now receives a salary which is believed to be the highest paid to any labor-union officer outside the railroad brotherhoods—$2,400 a year. The president of the American Federation of Labor receives $2,100, and the secretary, $1,800. The secretary of the Letter Car-riers receives $2,000. The International Typographical Union pays its president

$1,400 and its secretary $1,700. The president of the Glass Bottle Blowers has $1,800; their secretary, the secretaries of the Stone Cutters and the Longshoremen, and the presidents of the Mine Workers, the Iron Molders, and the Machinists have $1,500. The secretary-treasurer of the Mine Workers has $1,300. The secretary of the Iron Molders and the secretary-treasurer of the Machinists have $1,200. The president of the Cigar Makers receives $30 a week; the president and the secretary-treasurer of the Boot and Shoe Workers, each, $22.50 a week. The commonest rates of pay for the principal officers—the president and the secretary—when they are expected to devote their full time to the work, range from $800 to $1,300 a year. Some receive smaller rates; and the salaries paid by those unions which expect their work to be done in leisure hours, in the intervals of employment at their trades, range down to nominal amounts.

MEMBERSHIP.

The prescribed qualifications for membership usually include either present employment or some fixed length of service in the occupation which forms the field of the union. A relation can often be traced between the required length of service and the amount of technical skill required. The Retail Clerks say that the candidate must have had one year's experience in some branch of the retail trade other than the liquor trade, and must be actively employed in a retail store at the time of application. The Boot and Shoe Workers only require that the candidate be actively employed at the craft. The Broom Makers require 1 year's work at the trade, the Bakers 2 years, the Electrical Workers 3 years, the Coremakers, the Machinists, and the Typographical Union 4 years, and the Pattern Makers and the Amalgamated Society of Carpenters 5 years. Some unions of skilled trades, however, such as the Boiler Makers, the Blacksmiths, the Flint Glass Workers, the Brotherhood of Carpenters, and the Stone Cutters, do not require the following of the trade for any fixed period. In the Brotherhood of Carpenters a candidate "must be of good moral character and competent to command standard wages." The requirement of the Boiler Makers is very similar. The Stone Cutters admit any practical journeyman "who can complete stonework true and perfect," including "all kinds of stonework—plain, molded, or carved." It should be remembered, however, in all such matters, that locals may impose restrictions in addition to those of the national bodies.

In many small-scale industries independent workers and small employers may be admitted. Thus the Teamsters admit anyone who is engaged in driving a vehicle and who does not own or operate more than 5 teams. The Cigar Makers and the Trunk and Bag Workers admit manufacturers who employ no journeymen; and in the case of the Cigar Makers such independent craftsmen, working alone or with the help of their families, form a large part of the membership. Working proprietors of small printing offices may belong to the Typographical Union, provided they conform to union rules and employ union members when they need help. The Painters and the Butcher Workmen leave the admission of employers to the option of the locals. The Barbers, however, specifically exclude them. Many unions which admit small employers exclude all who belong to employers' associations.

Several unions, including the Bricklayers, the Brotherhood of Carpenters, the Brickmakers, and the Musicians, admit only persons who are citizens of the countries they live in, or who have declared their intention to become citizens. To join the Boiler Makers one must be "a free-born male citizen of some civilized country." A few unions discriminate against foreigners in the matter of initiation fees. Thus while the general initiation fee of the Stone Cutters is $10, and an apprentice who completes his term within the jurisdiction of the association may join within one month after his term expires for $2.50, an applicant from a foreign country without a card from a recognized stonecutters' union must pay $25. If he brings a card showing membership in the union where he came from, he is admitted for $10; but if he had belonged to a recognized union in this country he would have been admitted without any fee.

The Flint Glass Workers admit Americans for $3; but foreigners must pay $50, and must also state their intention to become citizens of the United States. The Glass Bottle Blowers ordinarily charge Americans $5 and foreigners from $50 to $100, according to the decision of the general officers. The unions which pursue such a policy have good control of their trades, and at the same time feel the competition of immigrants somewhat seriously. Even in their case the wisdom of it is not always clear. The Flint Glass Workers, for instance, have found that keeping men out of the union does not always keep them out of the country, and that the policy of exclusion has raised up new nonunionists to plague them.

In the occupations in which both men and women work, both are usually admitted on equal terms. The Boiler Makers admit only males, but they are not likely to have applications from women. The Bakers specially forbid any distinction on account of "race, sex, creed, or nationality." The Retail Clerks, the Cigar Makers, and the Tobacco Workers admit men and women on the same footing. One or two unions give women the advantage of lower initiation fees and lower dues.

The great railroad brotherhoods exclude colored persons; but in this as in several other respects they stand quite apart from the rest of the labor world. The machinists formerly had a similar provision, but it was eliminated early in the 90's. The American Federation of Labor formerly refused to receive any national union whose constitution excluded the negro. Several unions, in their constitutions, specially forbid any distinction of race. The Hotel Employees receive colored persons, but organize them in separate locals. The Tobacco Workers, although their membership is largely in the South, declare in their constitution that they "will draw no line of distinction between creed, color, or nationality," but will "work hand in hand for the common good of all." The color question has, however, caused some friction in the labor organizations of the Southern States. In the earlier days of the labor movement there the democratic feeling among the few trade unionists was strong enough to bring whites and negroes even into the same local meeting rooms. It is strong enough still in some trades and in some places. As the unions have grown, however, separate locals have been demanded. Finally, in some places the city central bodies have begun to reject colored delegates. While there are still many places in the South where whites and negroes meet on an absolute equality in the labor organizations, there are others where not only separate local trade unions but separate city federations have become necessary.[1]

A few national unions provide for admission to membership on application to the national officers, if the applicant lives outside the jurisdiction of any local union. Those who join in organizing a new local are almost necessarily admitted by action of the national officers. In all unions, however, the regular mode of entrance is by vote of a local.

In many cases a written application is required, indorsed by two members in good standing. Such an application, when it is required, is usually referred to a committee, and the committee is often forbidden to report at the same meeting at which the application is presented. Whatever the preliminaries may be, the admission of the candidate depends upon the vote of the members. Often the vote is required to be taken by ball ballot; but many unions leave the method to the option of the locals, and a few require an open vote. In many a majority is sufficient to admit a candidate, and in many others the required majority is two-thirds. In several, two, three, or five black balls work exclusion. In a large proportion of these, however, those who cast the black balls are required, either in all cases or when they do not exceed a certain number, to give their reasons. Sometimes the reasons are presented in writing, and the names of the objectors are not known except to the president. If no reasons are given, it is usual to declare the candidate elected. If reasons are pre-

[1] See account of American Federation of Labor, pp. 36, 37.

sented, a new vote is taken; in many unions a two-thirds majority is then sufficient to admit.

Many unions have an apparatus of passwords for the exclusion of unauthorized persons from their meetings. In some cases, however, the possession of a due card showing membership in good standing is treated as sufficient evidence of a right in the meeting room; and it is, of course, not to be expected that technicalities of passwords will be insisted on where a man is well known to those about him.

A variable amount of formal ceremony appears among the unions, especially in connection with initiations. One or two, possibly more, have grips and signs as means of recognition. Some sort of pledge of faithfulness to the union is always administered. This is likely to include a promise of obedience to the laws of the organization, including adherence to its wage rates or scales of prices; a promise not to reveal any business or proceedings of the organization; a promise to use all honorable means to procure employment for members of the union in preference to others, and a promise not to wrong a member or see one wronged if it can be prevented. In at least one case there is a promise to buy none but union-made goods if union-made goods can be obtained. Obligations of a more general character, relating to moral and social duties, are sometimes added. The pledge is not usually made binding by oath, but simply by a promise upon honor. While rituals and ceremonies are felt by some to be a valuable help in binding members of the organization together, they are thought by others to be rather a hindrance to the work of a trade union. For instance, if a new local is to be established, and if secret ceremonies are required for the establishment of it, it is necessary to send a member of the organization to the spot, perhaps at considerable expense. If there is no secret work the local can be instituted easily and cheaply by an organizer of the Federation of Labor belonging to another trade. The secretary of the Plumbers called the attention of his union to this trouble in 1900, and suggested doing away with the secret ritual of the union. The convention, however, did not adopt the suggestion. Some unions, as the International Typographical Union and the Bricklayers, publish their initiation pledges with their constitutions and laws. The Machinists are understood to have reduced the ceremony of initiation to little more than the administration of the pledge, though the pledge itself is still treated as a secret.

Every national union issues some form of certificate of membership, by which its members, on going to new places, are able to obtain admission to the local branches. In many unions a distinction is made between a traveling card, which a member takes out when he travels without a definite destination, and a transfer or clearance card, by which membership is transferred from one local to another. It is almost always required that all dues and assessments be paid up before any card is issued. A few unions note any indebtedness upon the card, and make it the duty of the local to which the member goes to make collection. It is often permitted to pay dues for considerable periods in advance. In the case of a traveling card they may in some unions be paid up even for a year. The Bricklayers, on the other hand, forbid the collection of any dues in advance.

Some unions, such as the Tailors and the Cigar Makers, each of whose members is provided with a book in which all his payments to the organization are indicated, make this book the only credential.

The member who holds a card is always required to deposit it with any local in whose jurisdiction he may take work at the trade, within some short fixed period, often at the first meeting. He is usually required to deposit it in some local, or to obtain a renewal of it from the local which issued it, within a fixed time, under any circumstances.

The obligations of a local union to which a transfer card is presented vary greatly in different organizations. In some, as in the Marine Engineers and the Steam Fitters, a member who comes with a card is balloted for exactly like a new member.

In other words, his admission to membership is optional with the local. In most cases, however, the acceptance of a member on his credentials is a matter of course. Even in that case, however, a new initiation fee is sometimes required of him. This is not usual, however, except in the case of one who has been a member of the organization only a short time, say less than six months, and who comes from a local which has a lower initiation fee to one with a higher. In such cases the difference of initiation fee is often collected. This regulation is necessary in some cases to prevent persons who live where the initiation fee is high from evading it by obtaining membership where the fee is lower. Another provision, which is often found, permits a local union which has local sick and death benefits to charge a new initiation fee to a member transferred to it, or at least to charge any difference between its initiation fee and that which the member has paid, or, as an alternative, to exclude the member from the local benefits.

It is often provided that a local whose members are on strike need not accept transfer cards. This is to discourage members from coming where trouble exists, and especially to prevent the drawing of strike pay by persons who are not fairly entitled to it.

The secretary of the local which receives a transfer card is often required to forward it to the local which issued it, by way of notification that the transfer of membership has been completed. A few unions have more elaborate regulations. In the Brotherhood of Carpenters the clearance or transfer card has two coupons attached. When the card is deposited the financial secretary who receives it must sign coupon number one and affix the seal of his union, and mail both coupons to the financial secretary of the local which issued the card, as evidence that it has been deposited. The latter secretary must then sign coupon number two and affix the seal of his union, and return it to the former, as evidence that the card was legally obtained.

DISCIPLINE.

The maintenance of discipline, the judging of offenses, and the infliction of punishment fall almost entirely to the local unions. It is the local that decides for the most part what acts are to be considered offenses. In many of the national organizations, however, criminal codes have grown up, and in some of them the number of offenses specified is large.

No offense appears oftener in these national codes than "undermining" brother members in prices or wages or conditions of work. Allied to this is working or offering to work below the union scale. Several unions forbid taking a job or offering to take it for less than it has paid before. Going to work where a strike is on is mentioned rather less often; possibly because it is so obvious and grievous an offense that specific mention seems even less necessary. Revealing the business or transactions of the union to outsiders, and especially to employers, is often referred to. A few unions lay special penalties on revealing the name of a member who has opposed the admission of a candidate. Disturbing the meetings of the union by swearing, by abusive language, by refusing to obey the president, or by appearing in a state of intoxication, is mentioned in perhaps a dozen codes. A series of penalties is often provided for repetition of these offenses; first a small fine, then a larger fine, then ejection from the meeting, and perhaps suspension. Neglect of duty by an officer or a member of a committee is often punishable by a fine, and in the case of an officer by forfeiture of his position. Absence of an officer from meetings and failure to have at a meeting books which are in his charge are often specially provided for. Misapplication of funds of the union, or any sort of fraud against the union or its members, is often mentioned. Fraud against outsiders is not punishable under any of these national written codes, though some unions enforce the payment of debts due to outsiders, particularly to employers, and others announce that they will not support a member who is discharged for fraudulent conduct or for refusal to

pay his debts. Penalties are often provided for advocating dissolution of a local union, or division of its funds, or separation of it from the national union. Slandering of members, creating dissension in the union, and working against its interest and harmony are other specifications. Unions which have labels sometimes mention the illegal supplying of them. Several unions provide certain penalties, often expulsion, for one who becomes an habitual drunkard. Finally, one finds such general phrases as "the commission of any act which tends to bring the union into discredit."

Many national organizations have elaborate rules for the bringing of charges and the conduct of trials. It is usually required, when definite rules are formulated, that charges be brought in writing, and that if the local union thinks them worthy of attention a copy of them be served upon the accused, or he be given due notice of them, together with a notice of the time and place of trial. The trial is in some unions before the local executive board, but usually before a special committee. The committee is selected in most cases directly by vote of the local. Sometimes 10 or 11 members are chosen by the local, and from them a committee—say of five—is selected by lot. In a few cases the accused has three peremptory challenges, and still less often the accuser has the same. The Bricklayers try charges in open meeting of the local. The Granite Cutters provide that; if a member is in doubt of having a fair trial before the branch where he is accused, he may submit his case to a board of seven members in good standing, three to be chosen by him, three by the branch, and the seventh by these six. No other national union seems to provide for a trial board which the accused has a direct and positive share in choosing. In practically all organizations the trial board or committee submits its findings to the local, with an abstract of the evidence; and guilt or innocence, as well as the penalty to be inflicted, are determined by vote of the local. Sometimes a two-thirds vote is necessary for the infliction of a penalty.

The penalties customarily inflicted by labor organizations are reprimand, fine, suspension, and expulsion. Sometimes a distinction is drawn between private reprimand and public reprimand, and between indefinite suspension and suspension for a definite period. Far the commonest penalty is a fine; this has the obvious advantage of replenishing the funds of the union at the same time that it punishes the delinquent. Failure to pay a fine results, as a matter of course, like failure to pay any other obligation to the union, in suspension and ultimate erasure of the name of the delinquent from the rolls. In many cases fines are imposed so large that there is little expectation that they will be paid, and the penalty practically amounts to expulsion. In some unions every fine above a certain amount must be submitted for approval to the national executive board. The Cigar Makers apply this regulation to every fine greater than $10.

In all national organizations an appeal lies from any penal judgment of a local to some higher authority representing the national union. This authority is, in general, either the president or the national executive board. In many unions three or four appeals may be taken—to the president, to the national executive board, to the convention, and sometimes to a popular vote. An appeal does not usually act as a stay of proceedings. Any fine inflicted must be paid before the appeal can be entertained. It is often provided that on appeals the statements of both sides must be verified by affidavit.

Many organizations make special provision for charges against national officers. Sometimes such charges can be brought only by vote of a local union. The truth of them must in many organizations be sustained by affidavit. They are usually tried before the general executive board, but sometimes before a special committee. In one or two organizations the president tries charges against other national officers.

JOURNALS.

The last few years have seen a rapid increase of trade-union publications. Some 60 national trade unions now have their regular weekly or monthly official journals.

This number does not include the local publications, of which there are a considerable number—organs either of important local unions, or oftener of the central councils or federations of cities.

The most ambitious of the trade-union journals are those of the railroad brotherhoods. Such publications as those of the Locomotive Engineers, the Locomotive Firemen, the Railway Telegraphers, and the Railroad Trainmen aspire to a position as literary journals of general interest. The journal of the Firemen is particularly noticeable for the large amount of technical matter, appealing to the studious and ambitious engineman, which it regularly publishes.

The journal of the American Federation of Labor, called the American Federationist, is a monthly magazine of high value to every one who wishes to inform himself of the general progress of the labor movement. It contains thoughtful editorials and contributed articles on trade-union matters, and an elaborate record of the progress of the Federation of Labor and of its affiliated unions.

There are of course the broadest differences of policy and of value between the journals of the several organizations. Many of them contain interesting discussions of social questions, from the trade-union point of view. Others are confined purely to the chronicling of events whose interest is practically confined to the members of the trade. Some of them publish in every issue a list of all the locals of their organizations and of the principal local officers. Some devote much space to local reports of the condition of trade. They are generally the medium of the financial reports of the national officers, and detailed reports of accessions and losses of membership are often given.

The great majority of the journals are published monthly. A few appear in the form of weekly newspapers. In most cases they are sent free to all members of the organization, and are supported either out of the general funds of the organization or by a special tax. Where a special tax is levied it does not generally exceed 50 cents a year. In a few cases, however, as in that of the Machinists, it rises as high as $1. A considerable number of journals, including those of the Coopers, the Carriage Workers, the Bakers, the Carpenters, and the Brewery Workmen, are printed partly in German. German only is used in the journal of the German-American Typographia, which is strictly a German organization. The Granite Cutters' Journal contains some columns in French, and the Journal of the United Mine Workers did, for 3 years preceding 1901, print two pages in Bohemian.

Very rarely a union adopts as its official organ a paper which is owned by a private member. The journal of the Bookbinders, though now controlled by the organization, was started as a private enterprise, and the journal of the Pressmen is published by an individual member, under a contract with the body, by which the union gets a certain proportion of the net income.

II. FINANCES AND INSURANCE.

FINANCES.

In most of the trade unions of Great Britain there seems to be complete community of funds between the local branches. Mr. and Mrs. Webb remark that when the local clubs began to draw together into national unions it was assumed, as a matter of course, that any cash in possession of any branch was available for the needs of any other branch. Before a central authority was established, the several local bodies were expected spontaneously to send their surplus moneys to the aid of any district engaged in a strike. When there came to be a common treasury the local treasuries were treated as parts of it, and as collectively composing it. This involves, of course, uniform contributions from all the members throughout the organization.[1]

[1] Sidney and Beatrice Webb, Industrial Democracy, pp. 90-95.

The financial evolution of the American unions has been different. National treasuries have been established, not by the assumption of centralized control over the local treasuries, but by exacting a definite contribution from each local union, in proportion to its membership, and placing the resulting fund in the immediate possession of the national officers. In most of our national trade unions each local is substantially as free to fix the payments of its own members as if it had no connection with a national body. The regular methods by which the national organization replenishes its treasury are a charter fee on the organization of new locals, and a per capita tax of so much per week or per month, levied on the locals in proportion to their membership. In some unions a part of each initiation fee is also payable to the national treasury. Another very common source of revenue is the profit made on the sale of stationery and supplies to the locals. It is common to require the locals to buy all their stationery from the central office, and the profit on it is, in some cases, considerable. Power to levy special assessments in emergencies is usually given to the executive board, though it is sometimes reserved to the membership at large, acting through the referendum. It is used oftenest to support strikes, but sometimes to provide funds for other purposes, such as sick and death benefits.

It is not unusual to prescribe in the national constitution a minimum amount for local dues, and a minimum or a maximum for the initiation fee. The maximum initiation fee is sometimes fixed to restrict the tendency of local organizations, when they have a good local control of the trade, to make the initiation fee almost prohibitory, in the hope of increasing the amount of employment for those who are already members. The minimum initiation fee and the minimum periodical dues are often fixed to insure adequate support of the local treasuries. Maximum dues are sometimes fixed, but rarely.

The local dues vary greatly in amount, partly with the earnings of the trade, but more with the degree of organization of the union and the number and amount of the benefits it pays. From 25 to 50 cents a month may perhaps be reckoned the commonest range of local dues. Many locals, however—for instance, many locals of the Mine Workers—collect only 15 or 20 cents a month, or even less. The dues of the German-American Typographia, 45 cents a week, besides death assessments, averaging about 5 cents a week more, are the largest regularly demanded by any trade union. Those of the Cigar Makers, uniformly 30 cents a week, and the Iron Molders, 25 cents a week, rank among the highest. All of these rather high payments are chiefly devoted to various kinds of insurance.

The commonest rates of initiation fee range from $1 to $5. A few strong organizations levy considerably higher rates. The Bricklayers, in most places, charge $10, $15, $20, or more. The Theatrical Stage Employees, while not one of the strongest organizations considered as a whole, monopolize their occupation in particular places, and charge initiation fees of $25, and even of $50. In some unions a distinction is made, as has been said above, between Americans and foreigners.[1]

In some cases the initiation fee or the dues, or both, are made lower for women than for men, when both are admitted to the union. In other cases, where men of different earning powers are admitted, the dues are graded. For instance, the union of steam fitters and helpers collects a per capita tax of 16 cents a quarter for steam fitters and only 11 cents a quarter for helpers. Local branches of this union are permitted to charge admission fees of not less than 50 cents nor more than $2 for fitters, and not less than 25 cents nor more than $1 for helpers.

The only means of enforcing the payment of dues is, of course, suspension or dropping from the union. Some unions emphasize the penalty by charging more for reinstatement than for original admission. In most cases members are liable to suspension when they are in default for from three to six months' dues. The national union

[1] For instances, see pp. XXVIII, XXIX, above.

ay suspend a local union or cancel its charter if its per capita tax or assessments ll behind for a period which varies in different organizations from two months to a ar. but is oftenest put at six months. Of course, in practice neither the suspension the individual member nor that of the local is likely to be sharply enforced. It is ie desire of the organization to retain members, not to get rid of them. If there is ıy reasonable excuse for delay of payment, or even if it is believed that by the exerse of patience payment can ultimately be obtained, patience will generally be exerised. In the United Mine Workers any local whose members have been idle for ore than a month is exempt from the per capita tax. This provision seems to be nique, though several unions provide either for delay of payment or for a diminuon of the dues of idle individuals.

The charter fee collected by the general treasury on the organization of a new local from $5 upward. Possibly the commonest amount is $15. The charter fee usually ıcludes provision for a complete outfit of books and stationery, including a seal. The ıet of such an outfit may not fall much short of $5.

The per capita tax collected by the national organizations from the locals varies om 2½ cents a month, the amount charged by the Brickmakers, up to 50 cents a ıonth for the Pattern Makers. The amount of it is determined less by the ability f the members to pay than by the strength of the organization and the degree in hich the system of benefit payments has been developed. In a few cases the per apita tax, instead of being a fixed amount, is a percentage of the wages of the ıembers. Thus the Glass-bottle Blowers and the Hatters regularly collect for the ational treasury one per cent of all wages. The Flint Glass Workers levy a fixed per apita tax for the general expenses of the union, but support a separate strike fund by he regular payment of two per cent of wages. This system is sometimes applied to pecial assessments even when it is not applied to the regular taxes. In the Amalamated Association of Iron, Steel, and Tin Workers, which levies fixed taxes of 30 ents a quarter for the official journal of the association, and 60 cents a quarter for he strike fund, besides a sufficient tax to cover general expenses, assessed quarterly y the president, it is the duty of the president to levy a special assessment of from ne to five per cent of wages every four weeks, whenever the amount in the national reasury falls below $25,000.

Several unions, including some of the strongest, have uniform initiation fees and lues throughout, and treat the total receipts substantially as a common fund, after the manner of the British unions, or divide them between the national treasury and the local treasuries according to some fixed rule. The Cigar Makers may, perhaps, best be taken as the type of this kind of organization. Their initiation fee is $3, and their dues are 30 cents a week. A certain proportion of the gross receipts of each local union is applicable to local expenses. The proportion varies with the size of the local. Unions of 30 members or less may use 30 per cent of the gross receipts for such purposes; unions of from 30 to 50 members, 25 per cent, and those of 50 members and upward, 20 per cent. No money is ever sent to the national headquarters except such amounts as are needed for the current expenses of the central administration. Every month the president selects certain unions and directs them to remit sums which he names for this purpose. The rest of the funds remains in the local treasuries. When any local runs short, by reason of legitimate disbursements, the president directs some other local, which has a surplus, to remit to it a designated sum. At the end of each year the aggregate amount in all the local treasuries is determined and divided by the total number of members. Those local unions which have more than their per capita share of the cash assets are directed to remit to those which have less. In this way, at the beginning of each year, every local has in its treasury the same amount per capita as every other. If any local uses for local expenses more than its constitutional proportion, it must make up the deficit by a local assessment. Locals may levy local assessments for any purpose except an

unauthorized strike. In aid of strikes in other trades local assessments may be lev ied not exceeding 50 cents a week, and not for a longer period than from one mee ing to another.

The German-American Typographia and the Piano Workers follow a simil system of equalization among the local treasuries. The Granite Cutters, the Iro Molders, the Core Makers, the Boot and Shoe Workers, the Leather Workers on Hor Goods, and the Tobacco Workers also have uniform initiation fees and uniform loc dues, but they do not leave their common funds in the hands of the local officer They make a division between the national treasury and the local treasuries, and th share of the national body is placed in the hands of the national officers. The Grani Cutters require all receipts, after payment of certain local expenses, to be remitted t the national headquarters. The Core Makers divide the receipts equally between th national and the local treasuries. The Boot and Shoe Workers and the Tobacc Workers require two-thirds of all receipts to be sent to the national office. The national treasury of the Leather Workers on Horse Goods receives a graduated per centage of the local payments, ranging from 50 per cent for a local of 15 members o less to 80 per cent for one of over 55 members.

Since the payments to the national treasurer are, in most organizations, in the form of a tax upon the local union, the local officers are inclined to make it as small as possible. If there is any excuse for considering a member out of good standing he is likely not to be counted as a member for purposes of tax paying. The secretary of the Boiler Makers complained in 1899 that, in his opinion, the local lodges were much inclined to interpret the tax laws in their own favor. When members let their dues run behind, he said, the local reported them not in good standing and did not pay the per capita tax upon them. A large proportion of them paid up their dues afterwards, and the per capita tax for the period of delinquency ought then to be remitted to headquarters; but in many cases it was not. The secretary treasurer of the Pressmen spoke even more strongly in his report to the convention of 1900. He announced that he had adopted the policy of refusing to give a receipt to any union which did not send a list of the names of its members with its remittance. Speaking of the more stringent collection of the tax, which he had inaugurated after his recent accession to office, he said: "From the records you will find that the month previous to my coming in a great many unions had a membership of possibly 15 or 20, and when they sent me a list they had 35 or 40."

Partly to obviate this policy of tax dodging, a considerable number of unions have adopted the use of adhesive stamps as evidence of payment of the amounts due from the members to the national treasury. The Cigar Makers, whose initiation fees and dues are uniform throughout the organization, issue a stamp for the initiation fee, a stamp for each weekly payment of 30 cents, and a stamp for each special assessmen that is levied. Each member is provided with a book, and when he makes a pay ment to the local treasurer the appropriate stamps are attached to the leaves of the book, and dated to indicate the period covered by the payment. Since the stamps are furnished by the national office, it is evident that, if the members insist upon having this form of receipt and no other, the national office has a perfect check upon the payments received by each local treasurer. No other form of receipt is recognized by the national union; and if a member should be so careless as to fail to have a stamp placed in his book, he would lose all right to the valuable insurance benefit to which his membership in the union entitles him. To prevent fraud, the color of the stamp is changed by the president several times a year, at irregular intervals.

Other unions, which have not uniform dues, but whose national treasuries are supported in the usual way by a per capita tax, issue stamps for the payments to the national treasury only. Thus the Machinists have an initiation stamp of $1, a monthly due stamp covering the per capita tax of 20 cents, a quarterly due stamp

overing the special tax of 25 cents for the official journal, and other stamps for pecial purposes.

In some unions all the receipts of the national treasury go into one general fund. n others they are divided into special funds for particular purposes. The two ommonest special funds are that for strikes and that for sick and death benefits. 'articular fractions of the receipts are sometimes set aside for other purposes, such s the payment of various insurance benefits, the support of the official journal, and he payment of the expenses of conventions.

The financial officers of the national organizations are, almost without exception, equired to give bonds signed by some surety company. The cost of the bond is egularly paid by the organization. It is very common, also, to limit the amount of noney which the secretary or the treasurer may retain in his hands, and to require hat all above a certain small maximum be deposited in some bank. In a few cases, s that of the Seamen, somewhat complicated regulations are made, restricting the power of the financial officer to withdraw the funds of the union when they have been deposited.

The requiring of bonds from local officers, though common, is by no means universal. It is less necessary, since the amounts which they have charge of are usually small. In the Cigar Makers, local unions are forbidden to deposit in private banks, and local treasurers must deposit and draw funds in the presence of two trustees. Somewhat similar provisions are found not infrequently.

The funds in the hands of local treasurers do not usually exceed a very few hundred dollars, and those in the hands of a national treasurer seldom exceed a few thousands. The great accumulations of some of the British unions, amounting in some cases to a million or a million and a half of dollars, have no parallel in America. Two or three of the railroad brotherhoods have strike funds of about $100,000 each, and other funds, chiefly belonging to their insurance departments, which bring their total assets up to $300,000 or $400,000 each. The Cigar Makers have over $300,000, applicable to strikes or to any other purpose at the will of the organization; but, as has been said, the money is in the custody of the local unions, and is not gathered into the hands of one officer. With these exceptions hardly any American union has more than a very moderate amount of ready cash.

Under these circumstances the only resources of the unions when trouble comes are voluntary contributions and assessments. In a great strike, which arouses widespread interest, voluntary contributions are sometimes a more important source of revenue than might be supposed. In the great cigar makers' strike in New York City, in 1900, about $65,000 was voluntarily given by individuals and local unions of the trade, outside of the district affected, in addition to the regular assessments; and about $40,000 was given by individuals and labor organizations of other trades. At the time of the anthracite miners' strike of 1900 the national executive of the Brewery Workmen was reported to have levied an assessment of 5 cents a member a week for their benefit, to be continued throughout the duration of the strike.

It is, of course, impossible, however, to rely on contributions as the chief source of revenue. In the absence of a large accumulated fund the main reliance in times of trouble must be placed upon assessments. Unfortunately, assessments sometimes prove almost as unreliable a resource as contributions. Even strong organizations sometimes find it hard to extract from their members anything beyond their accustomed payments.[1]

The higher the regular dues and the larger the accumulated funds, the more readily additional assessments are paid. The Cigar Makers pay 30 cents a week to the union, out of their comparatively small wages, and they have an accumulated fund of some $300,000, which is far more than any other union has available for strike purposes; yet, in the disastrous year 1900, when strikes took nearly $140,000 from the national

[1] See below under Strikes, p. LXIV.

funds, they did not let the funds diminish. They paid assessments enough, not only to maintain the amount in the treasury, but to increase it by over $20,000. Meantime the local unions levied local assessments in support of strikes to an amount considerably greater than the payments for the purpose from the national treasury.

The promptness and readiness with which the Cigar Makers meet their extra assessments is partly due to their highly developed benefit system, and to the high dues and the large accumulated funds which are correlative with it. Every member of the union has an interest in that fund of $300,000. Every member knows that if he falls sick or loses his employment, the union will take care of him, and, if he dies the union will make a payment to his family. If he fails to meet the demands of the organization, his name will be dropped from the rolls, and he will lose all claim to insurance against misfortune. When an assessment has been levied, his own interest urges him to pay it. But the readiness with which the members vote the assessment, when the needs of the moment might be met by simply drawing down the funds on hand, is due to the perception that the strength of the organization, as a factor in determining the economic condition of its members, is largely dependent upon its financial strength.

INSURANCE BENEFITS.

The trade union does not stand on the same basis in the provision of insurance as any organization to which the provision of insurance is the primary object. The payments to be made by the union depend upon its current rules, and those rules may at any time be changed. The scale of contributions and benefits may at any time be altered, even to the extent of abolishing benefits altogether. After a man has for years made his contributions on a high scale, the benefits which he has helped to pay to others may thus be cut off, by vote of the members, from him and his heirs. Even if the rules are not altered, one who has contributed to the sick and death funds for a lifetime may at any moment be expelled and forfeit all claim, for reasons quite unconnected with insurance against death or against sickness. He has no appeal from the decision of his fellow-members. Moreover, if the union has accumulated a fund, presumably available for the payment of insurance liabilities, it may at any moment be dissipated in the support of a strike.

Mr. and Mrs. Webb mention four chief considerations which lead experienced trade union officials in Great Britain to advocate allowances for sick and superannuated members. (1) The promise of these benefits is a direct aid in getting new recruits and in maintaining the enthusiasm and loyalty of members. (2) When, as is usually the case, the whole contribution goes into a common fund, it gives an additional financial reserve, which can be used to support the union's trade policy in time of need, and replaced as opportunity permits. (3) The losses entailed by expulsion give an additional means of discipline, and of enforcing upon all the decisions of the majority. (4) The provision of a channel through which accumulated funds may flow back to the members, other than the channel of strikes, tends to increase the conservatism of the members in trade disputes. When there is a considerable reserve, for which there is no visible use, the men are likely to quit work for almost any reason, and use up the money.[1]

The last consideration plays no great part in determining the policy of American unions or the desires of their officers. With rare exceptions our unions do not accumulate enough money to constitute an important incentive to strike. The other points, however, are as important in America as in Great Britain, and they determine the attitude of many of the most progressive labor leaders. In particular, the value of an extensive benefit system in attracting new members and in holding old ones constantly brought forward.

[1] Sidney and Beatrice Webb, Industrial Democracy, pp. 158, 159.

The general opinion of the most intelligent union leaders seems to favor an extensive system of benefits. But extended benefits require high dues; and the rank and file of most unions have not yet been convinced that they are worth the cost. National officers often urge on the members the need of accumulated funds to support strikes, and the desirability of provision for insurance benefits of various kinds; but it is only slowly and painfully that actual advance is made. The Cigar Makers and the German-American Typographia, with their strike benefits, sick benefits, death benefits, out-of-work benefits, and traveling benefits, are perhaps the only American unions which can be said to approach in the fullness of development of their benefit systems the leading British unions. Even they do not pay the benefits on account of total disability by accident or on account of old age which are common in Great Britain. In general, the evolution of our benefit systems, even so far as it has progressed, has followed lines somewhat different from the British, and indicates somewhat different aims and different estimates of the relative value of insurance against different calamities.

Death benefit.—The first purpose of the funds of a labor union is the maintenance of the organization, and the second is the betterment of trade conditions, especially by the support of trade disputes. After these primary demands the payment of death benefits is the purpose which appeals first to most American unions. Nearly 40 national organizations, out of a total of less than a hundred, pay death benefits from national funds. A few have separate organizations which do a mutual insurance business for the members of the union. The taking of insurance in such cases may or may not be compulsory. The Locomotive Engineers have established a corporation, known as the Locomotive Engineers' Mutual Life and Accident Insurance Association, entirely distinct from the Brotherhood of Locomotive Engineers. This corporation has its own officers and its own funds, and is in form entirely distinct from the brotherhood. Its business is, however, confined to members of the brotherhood, and all members of the brotherhood who are not ineligible by reason of age or disability must take policies in the insurance association. Policies of $750 and $1,500 are issued, and a member under 40 years of age may take three $1,500 policies. Members under 45 may take two such policies, and those under 50, one. The insurance is on the assessment basis, and the cost is not far from $16 a thousand a year. Though the other railroad brotherhoods make their insurance a part of the business of the primary organizations, the brotherhoods themselves, instead of establishing separate insurance associations, the stronger of them resemble the Locomotive Engineers in the relatively large amounts of insurance which they offer, and in giving their members a considerable range of choice between larger and smaller amounts. The Conductors issue policies of $1,000, $2,000, $3,000, $4,000, and $5,000. Members under 30 may insure for any amount; from 50 to 60 years of age they are limited to $1,000, and those over 60 are not permitted to join the mutual benefit department. The insurance funds, though paid into the treasury of the Order of Railway Conductors, are kept separate from the general funds. The Firemen have abolished this distinction. All their receipts go into a single fund. They issue beneficiary certificates for $500, $1,000, and $1,500. The Trainmen issue certificates for $400, $800, and $1,200. In the Telegraphers the amounts are $300, $500, and $1,000.

The Letter Carriers have organized the United States Letter Carriers' Mutual Benefit Association, whose funds are separate from those of their national association, and whose management is in the hands of different officers. This benefit association issues certificates, payable at death, for $1,000, $2,000, and $3,000. This is believed to be the only insurance association connected with any American labor organization which grades its assessments according to the ages of its members. Even the railroad brotherhoods charge the same amount for an insurance certificate of the same size, no matter what the age of the holder may be. The letter carriers' association grades its assessments, according to the age of its members upon joining, from

38 cents for a single assessment on a $1,000 certificate for a man who joins between 21 and 25, to 88 cents for a man who joins between 49 and 50.

In the remaining unions the benefits offered are always smaller than in those which have been mentioned, and they are regularly paid out of the treasury of the union itself. In some cases the death-benefit fund is supported by a special assessment, and in others particular portions of the per capita tax are set apart for it. In many cases, however, there is no formal separation of funds. The highest amount paid by any labor organization, except those already mentioned, is $500. This is the benefit of the Glass Bottle Blowers; and the Cigar Makers pay the same to one who has been a member for 15 consecutive years. In their case no benefit is paid to one who has not been a member for 2 years, only $50 after from 2 to 5 years, $200 after from 5 to 10 years, and $350 after from 10 to 15 years. The Lithographers pay graded benefits ranging from $50 to $500, but the spaces of time which they take into account are very short. If one has been in good standing for 6 consecutive months immediately before death he is entitled to the $500, and one who has been in good standing less than 30 days to $50. To remain in good standing, and so be entitled to the high benefit in case of death, means to make prompt payment of all dues to the organization.

The death benefits offered by the remaining unions seldom exceed $200, and range, for the most part, from $50 to $100. Some gradation, according to the length of membership in good standing, is often found.

A few unions pay a small benefit on the death of a member's wife. The amount is usually $40, $50, or $75, and the payment is regarded as a funeral benefit. In most cases a member is allowed to draw this benefit only once.

Sick benefit.—The commonest insurance benefit, after that for death, is the sick benefit. This is established as a national institution in about a dozen trades. The amount paid is usually $4 or $5 a week. In several unions sick benefits can be drawn for not more than 13 weeks in any year. In some unions six months' membership is required before any can be drawn. The German-American Typographia pays $5 a week for 50 weeks, and then $3 a week for a second 50 weeks, if the sickness continues. A few unions pay benefits for disability by accidents, but none for sickness.

Somewhat elaborate precautions are provided in the rules of several organizations to prevent fraud in the distribution of sick benefits. It is required that a committee of two or three members be appointed by the local union, and that this committee visit the sick members every week. Sometimes it is directed that the members of the committee make the visit separately. If they are denied admission to the sick room the benefit is not paid. A physician's certificate is customarily required also.

Permanent-disability benefit.—A considerable number of unions pay a lump sum in the event of total and permanent disability. The railroad brotherhoods make their insurance policies or beneficiary certificates payable, in such event, to the same extent as at death. In several of the other organizations there is a total-disability benefit which is larger than that paid at death. Thus, the Amalgamated Glass Workers, whose funeral benefit is $50, pay $150 in the case of the total disability of one who has been, for more than a year, a member in good standing. The Brotherhood of Carpenters, whose highest funeral benefit is $200, pays $400 for total disability after 5 years' membership.

Superannuation benefit.—A superannuation benefit is paid by 38 of the principal unions of Great Britain, including the two British unions which have branches in this country—the Amalgamated Society of Engineers and the Amalgamated Society of Carpenters and Joiners. The Amalgamated Society of Carpenters pays $2.80 a week for life to a member who is 50 years of age and incapable of earning the usual wages, if he has been 25 years continuously in the society; if he has been 18 years in the society he is allowed $2.45 a week. No strictly American union has yet begun to pay this benefit. Only the Pattern Makers and the Brotherhood of Carpenters have

made provision for it. Both these unions adopted rules for it in 1900. The Carpenters promise a pension, to be fixed by the convention, to every member 60 years of age who has been continuously in good standing for 25 years. As the union was established in 1881, the conditions can not be met by any member before 1906. The union sets aside 25 cents a member a year to provide the superannuation fund. The Pattern Makers, if no change of their rules is made, will begin to pay superannuation benefits in 1920. Five per cent of the per capita tax is set apart to provide the necessary funds. Members 60 years old and 25 years in the league are to receive $12 a month, and members 65 years old and 30 years in the league are to receive $16 a month. All members who were in good standing on July 1, 1900, and maintain their membership continuously until July 1, 1920, and are then over 60 years old are to be entitled to the benefit.

Tool insurance.—A few unions, in whose trades it is customary for the workmen to furnish their own tools, such as the Wood Carvers, insure the tools of the members against fire and accident.

Out-of-work benefit.—This benefit has been largely developed among the unions of Great Britain; so largely, indeed, that it takes the first place in their insurance business, and, taking one year with another, even surpasses the payments on account of strikes. Seventy-one of the 100 principal unions pay it, and from 1892 to 1899 it made up 22.5 per cent of the aggregate expenditures of the 100 principal unions, while strike benefit was only 21.4 per cent. The main object of it, in the view of the British unions, is not so much the saving of individual members from distress as the maintenance of trade conditions. It "is not valued exclusively, or even mainly, for its protection of the individual against casualties. In the mind of the thoughtful or experienced trade unionist its most important function is to protect the standard rate of wages and other normal conditions of employment from being 'eaten away,' in bad times, by the competition of members driven by necessity to accept the employers' terms." While the main object of the individual member may be to provide against personal distress, arising from stoppage of his weekly income, the object of the union, from a collective point of view, is to prevent him from accepting employment, under stress of starvation, on terms which, in the common judgment of the trade, would be injurious to its interests.[1]

The out-of-work benefit has not attained any such importance in America as in Great Britain. The Cigar Makers and the German-American Typographia are the only American unions which support unemployed members from their national funds. In the Cigar Makers a member who has paid weekly dues for two years is entitled to an out-of-work benefit of $3 a week. After receiving it for six weeks he can receive no more for seven weeks thereafter, and no member can receive more than $54 in any one year. No benefits are paid from June 1 to September 23 or from December 16 to January 15—dull seasons.

The Typographia pays $5 a week, beginning when a member has been 18 days on the unemployed list, provided he has kept himself uninterruptedly in good standing for two years. When a member has drawn $20, he can draw no more till he has again been 18 days on the unemployed list, and not more than $80 can be drawn in one fiscal year.

The Amalgamated Society of Carpenters pays, in the United States, $3.50 a week for the first 12 weeks and $2.10 for another 12 weeks. The Amalgamated Society of Engineers pays, in the United States, $3 a week for the first 14 weeks and afterwards smaller amounts, the amount and the period varying with the length of membership. Persons who have been members 10 years or more may draw $1.80 a week as long as they remain out of employment.

The special case of "victimized members," or those who are discharged for activ-

[1] Sidney and Beatrice Webb, Industrial Democracy, pp. 161, 165.

ity in union matters, is provided for by a large number of American national unions. In most cases such members are entitled to the same relief as participants in an authorized strike. In a few unions they draw their full regular wages.

Traveling benefit.—Two or three unions make loans from the national treasury to members who are out of employment and wish to travel in search of work. Such loans are limited to $20 or $25. One union only, the German-American Typographia, pays a traveling benefit under such circumstances without expecting repayment. The amount in this case is 2 cents a mile for the first 200 miles and 1 cent for each additional mile, not exceeding $10 in all.

Though these payments or loans for traveling expenses are distinguished as traveling benefits, it is evident that they are a special form of out-of-work benefits.

Local benefits.—Out-of-work benefits are sometimes paid by local unions when their national unions pay none. In such cases the purpose of maintaining the conditions of employment by relieving members of the necessity of underbidding each other is often evident. For four or five years after the revolution in the printing trade caused by the introduction of type-setting machinery, "Big Six" (Typographical Union No. 6, of the International Typographical Union), the printers' union of New York City, supported a large fraction of its members. It not only paid out-of-work benefits, but for several years it maintained a farm, on which a home and an opportunity to work were given to members who could get no work at their trade.

Other forms of insurance, particularly against sickness and death, are often provided by local unions. It is probable that the aggregate amount of such local benefits is greater than the amount paid by the national organizations.

III. TRADE POLICIES.

WAGES.

The establishment of a standard rate of wages may perhaps be said to be the primary object of trade-union policy. Without the standard rate the trade union, such as it is, could have no existence. The union exists to modify the condition of its members by making the contract of employment through a collective instead of an individual bargain. But if a single bargain is to determine the pay of a considerable number of men, the pay of each man must evidently be referable to a common standard. This principle is not peculiar to the trade union. The small master may make an independent bargain on such terms as he can with every person who comes into his employ; but in every employment on a large scale whole classes of workers are necessarily grouped together, and their pay is regulated by a common rule.

It is a great mistake, however, to suppose that the standard rate of the labor organization means a uniform wage for each member by the day or by the week. The standard rate means a uniform compensation to all members for the same performance. A very large proportion of the trade unions secure this uniformity of compensation by means of piecework prices. In that case the recognition of superior skill and speed is automatic. When the circumstances of the trade and the experience of the members make time wages seem the more effective means of maintaining the standard rate, the usual method is to adopt a minimum price, below which no member of the union is allowed to work. It may seem as if the union itself might undertake a classification of its members according to their efficiency, and the establishment of a series of daily or weekly rates, to some one of which each member should be assigned. Such a system does not meet with the favor of any labor organization. The Brotherhood of Carpenters declares that the grading of wages is demoralizing to union principles and to the welfare of the trade. The Stone Cutters say that such a system tends to destroy that friendship which is essential to trade unionism. The

secretary of the Coopers says: "If the union is a party to classifying some of its members as second or third class mechanics, they will not be satisfied, and will work against the interests of the union. It is impossible to classify them with any degree of satisfaction. If the matter of classifying the men was left entirely to the employers, some of them would class us all as third-class mechanics if they could thereby reduce the wages."

The minimum wage is not, however, in the policy of most unions, a uniform wage, which members are forbidden to exceed. The Stone Cutters, to be sure, frown upon any departure from the established rate. Their general secretary declares that he has scarcely ever known an instance in which an employer has paid more than the standard wage by reason of superior ability or speed, except when the purpose has been to get a fast man to set a killing pace for his companions. "If a man is known to accept pay beyond the regular rate, he is said to be taking blood money, and he is despised as much as a man who works below the rate." There is no doubt that a similar feeling appears in other trades, especially where team work is practiced, or where, in any way, one man is able to set a pace for his companions. Thus the Bricklayers have sometimes complained that the employer would put the two fastest men at the ends of the wall, and induce them, by extra pay, to work their best and raise the line so fast that the ordinary men along the wall could scarcely keep up with it. But notwithstanding such special instances, the union rules very rarely, if ever, contain any prohibition of the acceptance of rates above the fixed minimum, and manifestations of a feeling hostile to such higher rates seem to be comparatively rare. In most unions the minimum wage is the actual wage of practically all the men; but in such strong unions as those of the printers and the iron molders, the faster and more skillful men sometimes get wages materially above the union rate.

From the necessity of the case, the standard rates of wages are fixed in almost all trades by the local bodies, and not by the national organizations. The piece-work scales of such unions as the Glass Bottle Blowers and the Flint Glass Workers, the Amalgamated Association of Iron, Steel and Tin Workers, and the Potters, are, however, fixed by the national bodies, and are uniform throughout their jurisdiction, or throughout large districts. A few unions have established general minima, below which they forbid any local minimum to fall. Thus the Stove Mounters say in their constitution that no member may be allowed to mount stoves by the day for less than 25 cents an hour, or $15 a week. The Stogie Makers forbid members to work below the piece rate of $3 a thousand stogies. The Granite Cutters undertook in the spring of 1900 to enforce a rule that no member should receive less than $3 for an 8-hour day. Though they backed their demand with an extensive and stubbornly contested strike, they did not altogether succeed. They got the 8-hour day, but some unions are still working at 35 cents an hour, or $2.80 a day.

As conditions become more uniform throughout the country, trades in which competition extends over broad areas are likely more and more to follow the example of the few in which general scales of wages are adopted by joint boards or conventions of employers and employees. There are some trades, including, probably, nearly all those concerned in building, to which this system can never be applied. In any case it requires strong organizations on both sides.

The statement that the local wage scales of the unions are uniform, in the sense that all members must receive the same, has this justification—they are as a matter of course placed above, sometimes considerably above, the rates which the average member would receive under a system of free competition and individual bargaining; and in most cases they are placed so high that employers do not under ordinary circumstances think it worth their while to pay higher wages even to the best workmen.

Under such circumstances the advantage of the superior men appears under two forms: First, they are likely to be employed on the lighter, finer, and more varied work. This in itself is no inconsiderable advantage. Second, competition within

the union results in the dropping from employment of the less efficient members, except in times of the highest trade activity.

To many persons of the middle and upper classes it seems obvious that this last fact in itself proves the shortsightedness and folly of the policy of the minimum wage. Here, they think, is a condition which condemns large numbers of men to most precarious employment, or drives them altogether out of the trades to which whatever skill they have pertains. It places a premium on deception and a penalty on honor; for the less skillful workman is tempted to get employment, at the expense of his obligation to his union, by working at cut rates. If he yields, he condemns his more honorable fellow to walk the streets. Moreover, so far as the unions compel the payment of more than would otherwise be paid for the same work, the aggregate amount of unemployment is thought to be increased; for less work of a given kind will be called for at $4 a day than at $2.

The trade unionist admits the temptation to price cutting, and does what he can to make it difficult. Nothing can convince him, however, that his class is injured by putting an artificial or monopoly price on what it has to sell. He can hardly deny the personal troubles which the minimum wage may sometimes bring upon individuals. Even those individuals, however, he believes to be fully compensated for any increased idleness, in most cases, by the higher pay they get when they have work. The proposition that high wages diminish the aggregate amount of employment, even if he should admit it, would not trouble him. It is not production, but distribution, that is to his mind the important problem. The question is not how many hours' work shall be done in a year, but how much out of the product of the work shall come into the ownership of the workers. That the share of the workers is increased by raising the rates of pay he does not question for a moment.

But the proposition that high wages increase unemployment, upon the whole, is itself one which the trade unionist would deny. He might admit some such effect, for the time being, in a particular trade. But when the matter is considered broadly, he asserts, the primary effect of raising wages is to put more consuming power into the hands of the wage workers, and less into the hands of the other classes. The wage workers use their consuming power almost exclusively in getting articles for immediate consumption. The other classes "save" a considerable proportion of their consuming power. They "invest" it. That is, they get goods with it which are not meant to be immediately consumed, but are meant to assist further production. This may give an equally large demand for labor at the moment; but by increasing the capacity of society to produce without increasing the capacity or the tendency to consume, it is believed to intensify those periods of apparent overproduction, which we know as industrial depressions or crises. In the long run, therefore, the trade unionist believes that the increase of the economic power of the working class will diminish unemployment, rather than increase it.

Among the English unions the problem of unemployment is quite generally dealt with by a sort of sharing of the wages of those who are at work. A subsistence, at least, is guaranteed to every member out of the union treasury. In America, however, this policy is as yet exceptional.[1]

There is necessarily a residuum of members, especially members of advanced years, to whom no master at any time is willing to pay the standard rate. If the almost overwhelming temptation to gain a livelihood by scabbing is to be removed from them, the union must permit them to depart from the rules which, under ordinary circumstances, it enforces. It can not, with safety, allow them to make individual bargains at their own will. The expedient which it adopts is the separate consider-

[1] See above, Out-of-work benefit, p. XLI.

ation of each individual case, either by the local union as a whole or by a suitable committee of it, and the establishment for each such exceptional individual of an exceptional rate of wages. Thus among the Stone Cutters a member over 50 years of age, and physically unable to earn the standard rate of wages may be granted an "exempt card" on the recommendation of an investigating committee. The committee regulates the wages of the exempt members.

HOURS OF LABOR AND HOLIDAYS.

It was not until the close of the eighteenth century, apparently, that the English unions began to interest themselves in making the working day shorter or more regular. The workmen of the small shops were able to stop work at their pleasure, within certain limits, and a large part of the workers were in their own homes and had their time entirely at their own disposal. The few attempts which were made in the eighteenth century to establish a common rule for the day's work of a trade were confined to those craftsmen who were paid by the day or the week and who worked on the premises of their employers.

The rise of machine industry bound the human instrument to the instrument of iron. While the machinery ran the worker had to keep to his task. It was in the cotton industry, in which machine production first developed, that the first struggles were made for definitely fixing and for shortening the hours of labor. The agitation for legislative action on these points was directed nominally to the interests of the women and children, and it was to the women and children only that the successive acts of Parliament applied; but the real strength of the agitation was in the desire of the male workers to shorten their own workday. The cotton operatives and the coal miners are still the most strenuous advocates among the British work people of definitely limited and uniform hours of labor. They feel the greatest need of this defense, because their industries are not protected by any system of apprenticeship, and because the beginning and the ending of their work do not depend on their will, but, in the cotton mill, on the starting and stopping of the engine, and in the mine on the running of the cage. Those unions which still rely upon strict regulation of apprenticeship are much less strenuous in their insistence upon regulation of the hours of labor. In such trades, where piecework prevails and where the old workers have been able to maintain a rigid restriction of the number of competitors, they are sometimes content to let each individual fix his hours of work for himself. In the building and the machinist trades, with the decay of apprenticeship, and the impracticability of maintaining the practice of exclusion, the insistence on the definitely limited normal day grows stronger and stronger.[1]

The course of development of the movement for shorter hours has been somewhat different in the United States. It has been, upon the whole, less affected by legislation than in Great Britain. The laws of Massachusetts have effectively reduced the hours in many occupations to 58 a week, and the legislative movement there was largely due to the action of the cotton operatives. In most States, however, legislation has had little effect upon hours. The rising cotton industry of the South is still employing its laborers for 11 and 12 hours a day. The coal miners have now reduced their hours to 8 by union action throughout a large area, but the movement has taken place only within the last 3 or 4 years. The Machinists succeeded in 1900 in reducing the hours of a large part of their members from 10 a day to 9½, and they have been engaged in recent months in a struggle for a further reduction to 9 hours without reduction of pay. In this they have been only partly successful.

The 8-hour day has perhaps been obtained by as large a proportion of workmen in the building trades as in any great industrial group. Among the Bricklayers 52 local

[1] Sidney and Beatrice Webb, Industrial Democracy, vol. I, pp. 325, 335-344.

unions had the 8-hour day in 1896, 121 at the end of 1899, and 172 out of a total of 441 on December 1, 1900. Few organized bricklayers work more than 9 hours. The same is true of the Brotherhood of Carpenters, though the exceptions are somewhat more numerous. Ten hours a day was universal among the carpenters 20 years ago, when the Brotherhood of Carpenters was organized. In 1898 there were only 23 places where the members of the brotherhood were working 10 hours; in 424 places they worked 9 hours, and in 105, 8 hours. In 1900 the number of 8-hour places had increased to 186. About 40 per cent of the local unions of Plumbers are said to have the 8-hour day, and fully half the local unions of Steam Fitters. Of the Plasterers, 65 unions out of 97 reported that they had the 8-hour day on October 31, 1900: 26 worked 9 hours; 5, 10 hours, and 1, 7 hours. The high proportion of 8-hour unions among the Plasterers is perhaps due to the fact that their local organizations are, to a great extent, in the larger places. In small towns the plasterers are likely to have no separate organization, but, so far as they are organized, to belong to the Bricklayers. In the same way the steam fitters in the smaller places are likely to go with the Plumbers. About half the Tile Setters work 8 hours, and the Painters report that they have the 8-hour day in most cities.

The Cigar Makers have had a universal 8-hour day since 1886. Their early success must apparently be attributed to high organization and strong leadership. Their trade is not very highly paid and is subject to sweat-shop competition. It is not easy to see any reason in the circumstances of the occupation itself which could either inspire them to demand a concession which scarcely any American workers had at that time obtained, or enable them to get it.

The German-American Typographia forbids its members to work more than 8 hours a day or 48 hours a week. The International Typographical Union, however, still finds it necessary to permit a large part of its members to work 9 hours, and in some places they work 10. Many of its locals, however, work 8 hours, or even less. The shortening of hours has been greatest among the machine operators. Among those in newspaper offices a day of 8 hours or less is almost universal. Perhaps the shortest standard week which any union has fixed is that of the Hebrew compositors of New York City, in their scale for evening newspaper work. The working week is 24 hours, or 4 hours a day. The wages are $12 a week.

A working day longer than 10 hours exists only exceptionally, among organized workers. The Bakers and the Barbers and the Street Railway Employees are examples of unions which are rising into power, but whose hours of labor are, up to the present time, excessively long. All of them, however, are taking action to reduce their hours in one place after another as they gather strength. The majority of the Hebrew bakers of New York City, of whom there are said to be a thousand, got a 10-hour day and a 6-day week by a strike early in 1901. Partial returns of the Street Railway Employees at the close of 1900 showed 10 divisions working 9 hours a day; 9 divisions working 10 hours; 6 divisions working from 8 to 10½ hours, and 24 divisions working for longer periods; the longest reported, by a single local, being from 14 to 16 hours.

The Marine Engineers are perhaps the only labor organization which does not seem to set before itself as a goal a day shorter than 10 hours. Their actual work appears to run from 12 hours upward, and their secretary reports that 12 hours is the limit which the association aims at. This is the more remarkable since their average pay is perhaps higher than that of any other association which regards itself as a labor organization, excepting one or two of the railroad brotherhoods, and the Amalgamated Association of Iron, Steel, and Tin Workers. It is noteworthy that these other high-wage unions have also given much less attention to the question of shorter hours than many unions of lower earnings.

The general drift of opinion among American trade unionists is strongly in the direction of emphasizing the importance of a shorter work day. The most progres-

leaders, such as Mr. Gompers, of the Federation of Labor, are constantly urging associates to put the shorter work day in the forefront of their demands. nize and control your trade and shorten your hours, is their position, and wages take care of themselves. The idea that a man will produce as much in 8 hours 10 may occasionally be advanced by labor leaders, but it is not their general tion; and even if one does advance it he is likely to bring forward in the next graph ideas that are entirely inconsistent with it. The argument which really ies weight with them is based on the opposite idea. It is that the reduction of rs will diminish the supply of labor power in the market, and so will raise its ce. It will make room for the unemployed, and so will remove the depressing luence of their competition.

> "Whether you work by the piece or work by the day,
> Decreasing the hours increases the pay."

constantly reiterated expression of the current creed of the union leaders.

A second great line of argument is based upon the direct benefit of shorter hours the individual workman, in giving him his rightful share of family and social life, ording him an opportunity for intellectual improvement, and tending to develop in n new rational wants. It is added, however, that this effect upon the individual ll have a favorable reaction upon society, in causing the workman to insist upon ore wages that he may gratify his newly aroused wants. This, it is held, will crease the consuming power of society, and so will in a measure counteract the ndency to overproduction and to recurring industrial depression.

Overtime work and work on Sundays and holidays are special cases of extension of e hours of labor. The position of the labor leaders logically requires that all work tside of regular hours be abolished. This is in fact the desire of all the more ogressive union men, and the desire which is almost universally expressed in the llective action of the organizations. When overtime becomes systematic, it is id, it does not give any actual increase of wages; the nominal regular wages are rtain to be cut down so that the workman's earnings will be no greater than they ould be if the normal day were not exceeded. Even temporary overtime is regarded injurious to the interests of the workers as a whole. There is a tendency to crease the hours of labor when times are bad, and so to spread the interest on the st of the plant over more hours of work. The result is that when social conditions cause less work than usual, of a certain kind, to be demanded, some men do ore than usual of it. When there would be at the best an increase of unemployment, unemployment is made greater yet by the overwork of those who are employed.[1]

Only a few unions have, however, felt themselves strong enough to forbid overtime bsolutely. The German-American Typographia does not permit it; but this union peculiarly situated in that its work, the production of German printed matter, nds to diminish in the United States, and the union has, therefore, a special interest dividing the waning employment among all its members. It has even gone so ar in some places as to introduce the five-day week. The Mule Spinners have in me places refused to permit their members to work overtime or to work at night. he Metal Polishers forbid their members to work overtime until all vacant places ave been filled, and do not permit it then unless it is absolutely necessary. The Vatch-case Engravers threaten a fine of $50 or more on any member who works vertime without the sanction of the shop committee, except in case of absolute ecessity. The Pattern Makers also forbid it except in case of absolute necessity, nd the Wood Carvers direct their local unions to prohibit it. The constitutions nd resolutions of various other organizations, as, for instance, the Machinists, urge he locals to discourage overtime as much as possible. The stronger organiza-

[1] Compare the testimony of Mr. Gompers, Reports of the Industrial Commission, Vol. VII, Testimony, p. 613, 614.

tions usually secure a higher rate of pay for work outside of regular hours. The building trades in particular get time and a half, and sometimes double time. The Lithographers and the Core Makers have national rules requiring time and a half, and similar rules are enforced by the local unions in many trades. A curious indication of the feeling against overtime is furnished by the Wood Workers. They insure their members against loss of tools by fire or accident, but they pay no loss which is incurred while the member is working on Sunday or after regular working hours.

Several unions recite in detail the days which are to be observed as holidays, and either forbid work upon them or require that holiday work be paid for as time and a half, or even as double time. The extra pay for holidays is often even higher than that for overtime. Thus many local regulations in the building trades require time and a half for extra hours on regular working days, but double pay for holidays.

Labor Day is held especially sacred by all American trade unionists. It is not unusual to levy a fine of $2, $3, or even $5 upon any member who works. Sometimes a member is fined even for not joining in the Labor-Day parade. Of course these special regulations have a motive beyond the economic motive which prompts the observance of other holidays and the disapproval of overtime. Labor Day is sacred to the working class, and to fail to do it honor is a sort of profanation.

The Flint-glass Workers, the Glass-bottle Blowers, and the Amalgamated Association of Iron, Steel, and Tin Workers always take a summer stop, usually of from a month to two months. One reason for it is the excessive heat in which their work is carried on, and another is the need of overhauling and repairing the working plants. The glass-working unions, however, apparently insist upon the summer stop for the same economic reasons which lead to the shortening of working time in other ways; and the same is probably true of the Amalgamated Association.

COMPREHENSIVENESS.

Every labor organization, as soon as it acquires the power, sets a definite choice before the nonunion men of its trade—they may join the union or they may leave the occupation. The feeling of the unionist toward the nonunionist does not often appear in formal rules, but now and then a rule appears which illustrates it. Thus the Amalgamated Association of Iron, Steel, and Tin Workers forbids its members to lend tools or render any assistance to a workman who persistently refuses to become a member. The Chain Makers have the following rule: "No member in any shop shall render assistance to, speak to or associate with, or lend his tools to any chain maker who deliberately refuses to become a member of the organization, or refuses to pay the arrearages or fines or assessments to the same, or uses his influence to disorganize his fellow-workmen."

The universal policy of trade unions in this respect, and the appearance which that policy wears to the average man outside the wage-earning class, can hardly be better stated than it is stated in the following paragraphs by Mr. and Mrs. Webb. The particular unions which they refer to are, of course, British organizations; but the general spirit, both in the unions and outside of them, is the same here as in Great Britain.

> In the best organized industries indeed, whether great or small, such as the boiler makers, flint glass makers, tape sizers, or stuff pressers—the very aristocracy of "old unionists"—the compulsion is so complete that it ceases to be apparent. No man not belonging to the union ever thinks of applying for a situation or would have any chance of obtaining one. It is, in fact, as impossible for a nonunionist plater or riveter to get work in a Tyneside shipyard as it is for him to take a house in Newcastle without paying the rates. This silent and unseen, but absolutely complete compulsion, is the ideal of every trade union. It is true that here and there an official of an incompletely organized trade may protest to the public, or before a royal commission, that his members have no desire that any workman should join the union except by his own free will. But, however bona fide may be these expressions by individuals, we invariably see such a union, as soon as it secures the adhe-

on of a majority of its trade, adopting the principle of compulsory membership, and applying it ith ever greater stringency as the strength f the organization increases.

Whatever we may think of these various forms of compulsion, it is important to note that they are i no way inconsistent with the old ideal of "freedom of contract"—the legal right of every indi- idual to make such a bargain for the purchase or sale of labor as he may think most conducive to is own interest, and that they are, in fact, a necessary incident of that legal freedom.

When an employer, or every employer in a district, makes the sliding scale a condition of the ngagement of any workman the dissentient minority are "free" to refuse such terms. They may, ı the alternative, break up their homes and leave the district, or learn another trade. The wage- arners can not be denied a similar freedom. When a workman chooses to make it a condition of is acceptance of employment from a given firm, that he shall not be required to associate with col- agues whom he dislikes, he is but exercising his freedom to make such stipulations in the bargain- ng as he thinks conducive to his own interest. The employer is "free" to refuse to engage him on hese terms, and if the vast majority of the workmen are of the same mind, he is "free" to transfer his brains and his capital to another trade, or to leave the district. But to anyone not obsessed by his conception of "freedom" it will be obvious that a mere legal right to refuse particular condi- ions of employment is no safeguard against compulsion. Where practically all the competent work- men in an industry are strongly combined, an isolated employer, not supported by his fellow-capi- talists, finds it absolutely impossible to break away from the "custom of the trade." * * * *Wher- ever the economic conditions of the parties concerned are unequal, legal freedom of contract merely enables the superior in strategic strength to dictate the terms.* * * *

If, indeed, we examine more closely the common arguments against this virtual compulsion, we shall see that the customary objection is not directed against the compulsion itself, but only against the persons by whom it is exercised, or the particular form that it takes. The ordinary middle-class man, without economic training, is wholly unconscious of there being any coercion in an employer autocratically deciding how he will conduct "his own business." But the very notion of the work- men claiming to decide for themselves under what conditions they will spend their own working day s strikes him as subversive of the social order.[1]

It is hardly to be expected that the average man, outside the wage-earning class, will consider this universal policy of trade unions sufficiently justified by the argu- ment that the workingmen have as much right to manage their "own business" as the employer has to manage his. He is likely even to have some difficulty in seeing that to work or not to work with such companions as the workingmen may happen for any reason to fancy is their "own business." As is shown elsewhere,[2] courts have often held that such a policy toward nonunion men is unlawful conspiracy; although several late American decisions, as well as the recent authoritative utter- ance of the British House of Lords, decide that men may quit work, or threaten to do so, for any cause they see fit, including the objection to working with a non- union man.

If, however, the right to choose one's working mates is granted, and if it is in some sort a justification of the union policy, it is in no wise an explanation. Men do not quarrel with their companions nor risk their livelihood in strikes merely because they have a right to do it. The universal adoption of a policy, wherever the organization of labor has progressed so far as to make it possible, must be based on a need which the organized workers universally feel.

If union and nonunion men work side by side, the nonunion men either do or do not receive the full union rate of wages. In either case the union feels that it has a grievance against them. If nonunion rollers are permitted to work in a steel mill for which a scale has been signed by the Amalgamated Association, their rate of pay is fixed by the action of the organization. They receive, the unionists hold, many more dollars every month than they would receive if the members of the union did not spend time and trouble and money in maintaining the organization and formu- lating and enforcing its demands. They make a gain, therefore, strictly at the expense of their organized companions. Simply as a matter of share and share alike, the union men feel that the nonunion men ought to join the organization, and that if they have not enough sense of fairness to do it of themselves they ought to be compelled to do it.

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[1] Sidney and Beatrice Webb, Industrial Democracy, pp. 213–217.

[2] See p. CXVI.

On the other hand, argues the unionist, if nonunion bricklayers are permitted to be introduced at the will of the employer, side by side with the members of the union, there can be no possible guaranty that they do receive the union rate. The union has no jurisdiction over them and no means of knowing what they get. There is a constant probability, therefore, that the employer will introduce as many nonunion men as possible, will hire them below the union rate, and will, as opportunity offers, discharge the members of the organization. Those who are in the union will be tempted to get out of it and work for lower wages in order to retain their employment. The presence of the nonunion men is a menace to the existence of the organization and to the wages and other working conditions of the craft. The same menace exists even in those exceptional occupations, like the steel industry, in which, because of their very magnitude, uniformity of conditions can more easily be obtained. Even there, as the Amalgamated Association of Iron, Steel, and Tin Workers has recently complained, there is a tendency to give work to nonunion mills at the expense of union mills when the same company owns both; and if nonunion men are permitted to enter union mills at all, the union can have no guaranty that the number of them will not be gradually increased until they can be made a means of destroying the union altogether.

The union is conceived as a means of bettering the condition of its members by united action. If this action is to be thoroughly effective, it must be taken by or on behalf of all the members of the craft. It is by the establishment of an absolute monopoly of labor power of a particular kind that the union hopes to raise the market price of that sort of labor power and to ameliorate the conditions under which it is sold and used. The trade-unionist conceives the members of his craft as a corporate body whose interests it is the duty of every member to further. More than that, he conceives the whole wage-earning class as a larger unity, to the welfare of which every member of it is in duty bound to contribute. The workingman who refuses to contribute to the support of the union of his craft, who stands aloof and gives aid and comfort to the enemy, is regarded as a traitor to his own trade and to the working class as a whole. His mind is to be enlightened, if it can be, by argument and persuasion; but if he refuses to be persuaded, any legal means of bringing him to conform his action to right rules are legitimate and praiseworthy.

EXCLUSIVENESS.

Two sorts of monopoly, which a trade union may seek for, ought to be carefully distinguished. The first is that which has just been discussed. It consists in so complete an inclusion of all workers at a trade that the union is able to take, before the employers, the position of the sole seller of that kind of labor power which its members offer. The other consists in the exclusion of candidates for membership in the union, or the placing of difficulties in the way of joining it, coupled with control of employment at the trade. In the first case a monopoly exists only so far as the relation of the union to the employers is concerned. In the second case, a monopoly is maintained by the actual members against their fellow-workmen.

Complaints are sometimes made that certain unions are close corporations, and that men who desire admission to them are without good cause rejected. In other cases the money cost of joining is made high. When a local union of longshoremen is able to control the loading and unloading of vessels at a given port, the fixing of an initiation fee of $25 has an evident tendency to lessen the competition in their employment. Some locals of the Garment Workers have made their initiation fees excessively high in the hope of getting more work in union shops for existing members. The national officers repeatedly censured them for it, and the national union finally restricted the initiation fee to a maximum of $5.

The same spirit which leads to the exclusion of men from the union, and thereby from employment, appears in the restriction of the number of apprentices. The

restriction of apprenticeship is not so evidently futile and shortsighted, however, and it is not so directly contrary to the spirit of craft brotherhood which labor organizations universally proclaim, and which, no doubt, to a considerable extent, they feel. Something of the same spirit, applied to foreigners, appears both in the advocacy of measures to restrict immigration by law, and in the placing of especially high initiation fees on foreigners.

The monopoly against fellow-workmen is in some degree inconsistent with the monopoly against employers. That against employers is founded on universal inclusion; that against fellow-workmen on exclusion. The attempt to establish a monopoly of the second sort will make it impossible permanently to maintain one of the first. If men are not permitted to join the union they will still be able in most occupations to make themselves felt as competitors, and their competition will be severer and more injurious than it would be if they were admitted to the union. It is possible that in a few closely controlled trades, like those of the glass industry, the selfish interests of the existing members of the union will be promoted by this exclusive policy. In the great majority of occupations it is believed that such a policy is shortsighted, even if nothing is considered but the interest of the union itself and its existing members. The union which adopts it, while working with one hand for the complete organization of its industry, cultivates a new crop of non-unionists with the other.

It is undoubtedly true that many of the officers and leaders of the unions conceive the mission of the organizations with no little idealism, and would be sorry to see lines drawn by which the unions should be made agencies for the creation of a privileged class among the workers. The broadest-minded union leaders unquestionably desire that all wage earners be brought into the ranks of organized labor. Such a desire is not necessarily inconsistent with an exclusive policy for their particular trade unions, since it might mean only a desire to organize the great residuum of the unskilled by themselves; yet the opinions of the most advanced leaders seem to be opposed to the harsher restrictions upon apprenticeship, and to the more severe of the other means by which some skilled workers have undertaken to prevent the accession of new members to their trades. It is probable that the great body of the rank and file and many of the leaders would take any action which should seem likely to further their own interests. When a union has established its monopoly against employers it is exceedingly likely to go on, if it feels strong enough, to a monopoly against outside workers. But whether this tendency is chiefly restrained by ethical considerations, by lack of strength, or by farsighted considerations of policy, the actual restraint upon it, up to the present time, has been tolerably effective. No such policy is attempted on any broad scale, except in those modified forms in which it is applied to foreigners and to the discouragement of learners.

APPRENTICESHIP.

Considering how thoroughly the modern conditions of production have destroyed the old apprentice system in most trades, it is surprising to see how many unions not only look back to it with longing, but retain expressions of desire for it in their written constitutions. A considerable number of national organizations urge their members to strive for some action of the State which shall promote the formal indenturing of apprentices. It is believed that such indenturing hardly anywhere appears.[1] Some of the stronger unions are able, however, to maintain something like it by their own power. They provide that an apprentice shall agree to stay with an employer for a fixed term, and that if he leaves before the term is up he shall not be permitted to work at the trade under the jurisdiction of the union. It is

[1] See, however, the assertion of a witness that apprentices in stove foundries are usually articled. Reports of the Industrial Commission, vol. vii; Testimony, p. 866.

sometimes provided also that an employer who discharges an apprentice without good reason shall not be permitted to replace him.

Apprentices are often admitted to the union, either from the beginning of their apprenticeship, or, more frequently, as they approach the end. Their dues and benefits are usually less than those of journeymen. Sometimes in the last year of apprenticeship they are admitted to the union meetings, without payment of dues, without benefits, and without vote, simply that they may be prepared to take their places in the union when their apprenticeship is over.

The commonest terms of apprenticeship as defined by the organizations are three and four years. In a few cases a shorter term is mentioned, and the Pattern Makers and the Watch-case Engravers require five years. In many cases there is a rule requiring apprenticeship to begin before the age of 16; in some unions before 15 or 14. An upper limit for beginning is sometimes named also; usually 18 years or 21, but sometimes as low as 16. The Plate Printers require that apprenticeship begin between the ages of 17 and 18.

There is a strong tendency, where the strength of the union and the nature of the trade make it possible, to fix a definite limit to the ratio of the number of apprentices to the number of journeymen. Of limits fixed by the rules of national organizations, the commonest is perhaps 1 to 10. Occasionally a ratio as low as 1 to 15 is named. On the other hand, the Pressmen, the Trunk and Bag Workers, and the Flint Glass Workers (as to mold shops) allow 1 to 4. A tendency often appears to favor small shops rather than large. This is sometimes done, as by the Machinists and the Iron Molders, by allowing one apprentice to each shop, irrespective of the number of journeymen employed, and in addition one apprentice to 5 journeymen among the Machinists, and to 8 among the Iron Molders. The Lithographers allow one apprentice for the first 5 journeymen or less in any branch of the business, one additional apprentice for the next 10, another for the next 15, and another for the next 25. The Stone Cutters forbid employing more than one in a yard which employs less than 15 journeymen, more than two where there are less than 100 journeymen, or more than four in any case whatever.

All these regulations represent standards set by the national organizations; actual conditions may conform to them closely, or loosely, or not all. It may be impossible, generally or locally, to enforce the written law. On the other hand, local unions may make harder rules than those of the national union, and may enforce them. On the whole, it seems probable that the actual restrictions are somewhat milder than the rules which national organizations have made might indicate. The weaker and less closely organized national bodies are not likely to undertake to control the matter. Such national rules as appear, therefore, are likely to be of the stricter sort. It may be that the ratio of 1 to 5 is the commonest among those actually enforced by local unions. It sometimes happens that the number of apprentices which a union is willing to allow proves to be greater than the masters care to take on.[1]

If an apprenticeship of 3 years is enforced, and one apprentice is employed for every 5 journeymen, the training of new journeymen goes on, at any given moment, at a rate which would double the existing number in 15 years. Since the working life of a journeyman is considerably greater, such a ratio, with a 3-years' apprenticeship, would provide for a considerable increase of the number of journeymen from year to year. Moreover, since the number of apprentices would be based on a constantly increasing number of journeymen, the increase would proceed at a geometrically accelerated rate, as money increases at compound interest. It is probable that such rules would permit an actual doubling of the number of journeymen in less than 15 years, even with due allowance for those who die and those who leave the trade. A ratio of one apprentice to 10 journeymen, on the other hand, with an apprenticeship

[1] Reports of the Industrial Commission, vol. vii; Testimony, pp. 858, 864.

of 3 years, would allow new journeymen to be trained only at a rate which, if continued without change, would produce a number equal to the existing number in 30 years. It is doubtful whether such rules, strictly enforced throughout a trade, would even provide new blood enough to replace the natural losses from the ranks.

It is obvious that the chief motive which influences the unions in the shaping of their apprenticeship rules is the desire to maintain their wages, by diminishing competition within the trades. The only motive which is not included within this formula is the desire, for reasons which may be classed as artistic, to prevent a lowering of the standard of skill. This feeling can not be supposed to exert more than a minor influence upon actual policy. Yet the desire to modify, in some degree, the working of competition, as manifested in the number of apprentices and in the training of them, is not so absolutely unreasonable nor so evidently injurious to society as persons outside the working class sometimes assume.

First, it is maintained that, in the absence of restrictions, there is a tendency to get a large part of the work done by boys, who work for trifling sums, to the displacement of the mature men, who should be the breadwinners of their families.[1] Employers of the less scrupulous sort, who are willing to follow this policy, are able to underbid the more careful and conscientious. So far as this results in imperfect and shoddy work, it is injurious to the consuming public, as well as to the trade.

Second, it is argued, the effect of such a policy is bad, even upon the boys themselves. The opponents of restriction lament the fate of the boys who are shut out of the skilled trades. But, says the unionist, it is not the aim of the employers to teach trades. Their aim is to get their work done, this week and this year, for the least possible money. This purpose is not consistent with the giving of thorough instruction in a craft, but is promoted, first, by the restriction of each boy to some narrow specialty; and, second, by discharging each boy as soon as he demands a man's wages, and putting in a new one. The policy of the unions, they declare, is meant to make it sure that when a boy undertakes to learn a trade, he shall have a chance to learn it. They require that he remain in his apprenticeship long enough to learn it, and they require that instead of being kept, as the interests of the master would dictate, on a narrow range of duties, he be employed in turn at each of the branches which together make up the trade.

Besides these arguments of a general kind, which might be plausibly brought forward anywhere and at any time, the special circumstances of this country give the unions a special incentive to restriction. The trades are steadily recruited by immigration. This can not be lessened by any union rules; and the unions are therefore the more tempted to lessen, if they can, the number of native recruits.

It must be admitted that the restriction of apprentices, just as far as it is successful, makes America more attractive to skilled European mechanics, and in the long run tends to increase the immigration of them. That result, however, is comparatively far off. Of the immigrants who are coming to us at the present time, only a small part are skilled workmen, or come into direct competition with the members of the stronger labor organizations. But the restriction of apprenticeship does not succeed in diking the trades—except in a few narrow and closely controlled industries, like the glass manufacture—even against the inflow of American youth. If the unions do not allow enough apprentices to supply the normal demand for journeymen, trades are picked up in country places and in nonunion shops. The men who learn there are possibly, on the average, less skilled than those who have learned in union establishments; but their competition is hardly the less to be feared on that account. They have certainly not been trained in the spirit of organization; and for that reason they are the more to be dreaded.

[1] Reports of the Industrial Commission, vol. vii; Testimony, pp. 546, 620–622, 657, 970, 971.

PIECEWORK.

There is a widely prevalent belief that the policy of trade unions in general is antagonistic to piecework wages. This belief does not appear to be supported by a study of the actual practice of union men, either in Great Britain, where trade unionism had its first and has had its strongest development, or in the United States, which, in respect to the strength of labor organizations, now begins to rival Great Britain.

The following table is not complete, but it indicates the customs of most of the important American trade unions. It contains all the national unions, in occupations suitable for the application of piecework scales, concerning whose attitude on this question definite information is at hand:

Unions whose members work by the piece, at least in some departments, without active opposition on the part of the organizations.

Boot and Shoe Workers.
Hatters.
Garment Workers.
Tailors.
Custom Clothing Makers.
Ladies' Garment Workers.
Lace Curtain Operatives.
Mule Spinners.
Elastic Goring Weavers.
Typographical Union.
Steel and Copper Plate Printers.
Glass Bottle Blowers.
Flint Glass Workers.
Potters.
United Mine Workers.
Northern Mineral Mine Workers.
Piano and Organ Workers.
Coopers.
Amalgamated Association of Iron, Steel, and Tin Workers.
Stove Mounters.
Sheet Metal Workers.
Tin Plate Workers.
Wire Weavers.
Longshoremen.
Cigar Makers.
Leather Workers on Horse Goods.
Stogie Makers.
Upholsterers.

Unions which either forbid piecework or actively discourage it.

Bookbinders.
Bricklayers.
Carpenters, Brotherhood.
Painters (paper hanging excepted).
Plasterers.
Plumbers.
Stonecutters.
Tile Layers.
Amalgamated Glass Workers.
Wood Workers.
Wood Carvers.
Carriage Workers.
Machinists.
Amalgamated Society of Engineers.
Iron Molders.
Pattern Makers.
Blacksmiths.
Bakers.
Brickmakers.
Watch Case Engravers.
Jewelry Workers.
Oil and Gas Well Workers.

Mr. and Mrs. Webb give tables of those trade unions in Great Britain which insist on piecework, those which willingly recognize both piecework and time work in different departments, and those which insist on time work.[1] Counted by the number of members, those which insist on piecework are a majority of the whole, and those which either insist on piecework or are willing to make use of it in some departments are more than two-thirds. These tables are not altogether comparable with the tables of American unions, given above; but so far as they embrace the same classes of workers they indicate a remarkable uniformity of policy in the several trades in

[1] Industrial Democracy, pp. 286, 287.

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In both countries the building trades generally, the machinists, the foundry vorkers, the carriage workers (if the British coach makers may be regarded as in ome degree corresponding to them), and the bakers reject piecework. In both he textile operatives in general, the makers of clothing, shoes, and hats, the workers n steel mills, the glass and pottery workers, the miners, the typesetters, and the igarmakers employ it. So remarkable a parallelism seems to indicate fundamental lifferences in the operation of the piecework system, according to the circumstances of the several trades.

Several sets of conditions may be specified which determine the desirability of piecework rates in particular classes of occupations. In cotton spinning, for instance, the work done depends upon the number of spindles which the spinner attends to, and on the speed of the machinery. Day wages would subject the spinner to increased exertion with the gradual increase of the size of the mules, and, in an even more insidious way, with the gradual and perhaps unnoticed increase of speed. The piecework system gives the operatives a proportionate increase of pay for every increase of performance, and as mechanical improvements progress puts upon the employer the onus of demanding a lowering of rates. A second case is that of the miners, whose work, from its nature, is incapable of effective supervision by a foreman in the ordinary manner. The only alternative here, it has been held, is piecework for each individual miner, or the employment of small contractors, each of whom hires one or more men at day wages, and works with them at the face of the mine. The contractor sets the fastest pace that his own strength permits, and compels his men, so far as he can, to keep up with him. He gets the benefit, not only of his own extra exertion, but of theirs. The result to the majority of the workers is a piecework intensity of exertion for day-work wages.[1]

In the trades whose unions reject piecework it will often be found that comprehensive piecework scales, insuring uniformity of pay, have not been found practicable. In such work as that of the machinists, the iron molders, the stonecutters, and the plumbers, there are such differences between job and job that piecework rates would practically do away with the union scale, and reduce the remuneration of labor to a matter of individual bargaining. This is the result which every labor organization is bound at all hazards to avoid. In those trades in which piecework prevails, and in which a considerable variety of work is covered, long and elaborate tables of specifications grow up, which are intended to include, so far as possible, every item of work. The printed price list of the Glass Bottle Blowers contains some 1,200 specifications. The garment workers of New York, in their agreements with their employers, prepare a very elaborate list, and provide that prices for new styles or garments shall be determined in no case by a bargain of an individual worker, but by the employer and a committee of operators and tailors employed in his factory.

In some trades those branches of work which it has been found possible to reduce to a uniform scale are habitually paid by the piece, while other work is paid by the

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Great Britain. The principal officers of many of the most important American unions, whose members habitually work by the piece, would, if they had the power, instantly abolish the system.

Doubtless the inferences to be drawn from this fact ought to be modified with reference to possible divergences between the views of the union leaders and the views of the body of the workmen. The secretary of the Boiler Makers, for instance, while objecting to piecework in all branches of the trade, himself admits that the use of it is satisfactory to the shipbuilders, who are paid under it. The explanation of such differences of view is not obscure. The union officer looks exclusively at what he conceives to be the interest of the trade as a whole. Anything which seems to him to diminish the number of men employed, anything which seems to increase the amount of labor which is sold for a given amount of money, appears to him unquestionably bad. The man with the hammer in his hand thinks primarily of his individual gain. If piecework enables him to draw more wages at the end of the week, though by considerably greater exertion, and though he may believe, as the secretary believes, that his higher wages are gained at the expense of unemployment for his neighbor, he is tempted to follow his immediate pecuniary advantage.

LIMITATION OF OUTPUT.

If the objection to the piecework system is less widespread among British than among American unionists, it is probable that one reason is in the greater commonness and greater strength, among the working people of Great Britain, of the custom of limiting the intensity of their work. The refusal of the British workmen to accomplish all which, by the greatest exertion, they could accomplish, is one of the commonest complaints of British employers and British writers on industrial topics. The accusation of fostering this tendency is one of the standard accusations against the British unions. Speakers and writers, both British and American, constantly contrast the British workman, in this respect, to his disadvantage, with the American. The alleged decline of British trade is attributed, in a great degree, to the refusal of the British workman to do his best. The limitation of output was one of the chief questions at issue in the great engineers' strike of 1897; and the superiority of the Americans in such industries as the manufacture of boots and shoes is laid at the door of British unionism and its discouragement of activity.

There has always been a strong tendency among labor organizations to discourage exertion beyond a certain limit. The tendency does not always express itself in formal rules. On the contrary, it appears chiefly in the silent, or at least informal, pressure of working-class opinion. It is occasionally embodied in rules which distinctly forbid the accomplishment of more than a fixed amount of work in a given time; but such regulations are always felt by employers, and almost always by other persons who are not of the wage-working class, to be obviously unjust, shortsighted, and socially injurious. This adverse public opinion outside the unions themselves has doubtless had some influence in discouraging such applications of the principle. These rules have not by any means, however, absolutely disappeared. The Flint Glass Workers strictly limited the day's work of their members up to 4 or 5 years ago, and they still limit it in some kinds of work.[1] Similar regulations appear locally from time to time in the building trades. Before the great building trades strike of 1900, in Chicago, the plumbers, the gas fitters, and the lathers had rules setting forth in detail the amount of work which a man might do in a day. In the case of the plumbers it was asserted, by employers and others, that some of the specifications did not amount to more than one-third of a good day's work, though others were more than an ordinary man could accomplish.[2]

[1] Reports of the Industrial Commission, vol. vii, Testimony, pp. 833, 835; vol. xv, pp. 425, 426.
[2] Ibid., vol. viii, pp. 170, 313, 407–410, 422, 466.

A substantially similar limitation may be applied, where piecework is used, by ecifying the highest amount that a man may earn. Thus the stove mounters' ion of Detroit does not permit its members to earn more than $4.50 a day; the scale day work is $2.75. The Amalgamated Association of Iron, Steel, and Tin Work- fixes the maximum charge for a boiling furnace and the minimum time for a heat. also limits the output of tin-plate rolling mills, and orders that if any crew is found have surpassed the limit the local union must collect the equivalent of the surplus ning, together with a fine for each offense of 25 cents from the roller and 25 cents m the doubler.

Another form of limitation, where highly automatic machines are used, is to forbid running of more than one machine by a man. The Machinists provide that "any mber introducing or accepting piecework or running two machines in any shop ere they do not exist shall be subject to expulsion." In this case, as in many ers, the union accepts perforce the existing fact, but undertakes to prevent any ange of conditions contrary to its desires.[1] The Pressmen forbid any member to n more than two single-cylinder presses or more than one flat-bed rotary press or e perfecting press. The Lithographers also forbid their members to run more than e press, under pain of expulsion, without possibility of reinstatement except on yment of a fine of $250.

One defense of the general principle of the limitation of performance rests upon e necessities of the system of collective bargaining. It is a necessary incident of e collective bargain that one man shall not underbid another; and one can as easily derbid by offering more work for the same hourly wage as by offering the normal nount of work for a lower hourly wage. Perhaps the ground on which the principle oftenest defended, however, by representatives of the unions, is the tendency of nployers to seek means of rushing or overcrowding the men. It is often alleged at employers hire particularly able workmen, by a small extra payment, or by some her advantage, to put extra speed into their work, and so to set a pace which all e men can be compelled to strive for. By this means the employers get extraor- inary activity out of all the men and pay only one or two for it. Sometimes there e rules directed specifically against this practice. Thus, in 1900, the carpenters of hicago had the following rule: "Any member guilty of excessive work or rushing any job shall be reported and shall be subject to a fine of $5." This further rule the same organization was directed to a similar end: "Any foreman using abusive nguage to or rushing the men under his supervision shall be fined not less than $10 nd ruled off the job."

In such work as carpentry the fast man only furnishes an example which the mployer or the foreman is able to appeal to in hurrying the others. The case is orse in "team work," in which several men cooperate in a given task, and each is ompelled to maintain the pace set by the fastest, or forfeit his place by impeding he operation of the whole. The two bricklayers at the ends of a wall put up the ine as fast as they build their portions, and the men between must keep up with it. n making a coat, three men work together—a machine operator, a baster, and an dge baster or finisher. No one may slacken his pace, no matter how weary or sick; or if one slackens, the work of the whole team is balked.

Under a piecework system the men are automatically induced, by their eagerness to earn the highest possible wage, to work with all their energy through every moment of the working day. If the tendency is unrestrained, the ultimate result is, say the workmen, that the piece price is reduced as the output increases, till the most skillful, working their best, can just make good wages. The process results in

[1] The agreement which was made in 1900 between the Machinists and the National Metal Trades Association, and which was abolished in 1901, provided that the union should "place no restrictions upon the management or production of the shop," but should "give a fair day's work for a fair day's wage."

excessive work and overstrain for the ordinary workers, without any reward increased pay.

The pace which a few set, whether at piecework or at day work, tends to becon the normal pace in the trade. The few may be able to endure it, but the avera worker, it is said, goes home at night with exhausted body and worn-out nerv unable to give attention to any recreative pursuit or to enjoy such hours of leisu as he has. A space of a few years wears him out. The speed which he was al for a few years of his youth to maintain by an excessive consumption of nerve for he can maintain no longer. He is thrown over—superannuated.

While these specific reasons for the limitation of output have undoubtedly a co siderable degree of validity, and while they have doubtless played a large part determining the actual course of labor organizations upon this point, it seems cle that the general doctrine that the price of labor power may be increased by diminis ing the amount that is brought to market has always had and still has its importan It is not easy to convince the workingman that if A does only half a day's work does not leave another half day's work for B; and the workingman finds it hard see why the removal of B from the ranks of the unemployed will not diminish t competition of workingmen with each other, and tend to raise the price of each speci job, and consequently to increase the portion of the social product which goes workingmen as a class.

In these days, however, the workingmen are coming to realize that there is a b ter way of diminishing the supply of labor power in the market. The deliber limitation of a man's activity during his working hours alienates the sympathy everybody outside the wage-earning class. The diminution of the number of hou which a man spends in daily toil is an object which appeals to men of all classes not only justifiable but admirable and socially beneficial. It is to the limitation hours that the most intelligent labor leaders are now turning their chief attention.

MACHINERY.

It is probably not far wrong to say that trade unionists universally regard t introduction of new machinery as a misfortune. With the possible exception o very few industries, like the cotton manufacture, in which machine production h already been long and highly developed, a new machine always appears to t workingman as a displacer of men, a creator of unemployment, a depresser of wag Trade-union leaders, even when they express their acceptance of the advance machine production as a necessary feature of social progress, usually manifest t feeling that, if it is not inevitably at the expense of the workingman, it at le increases the difficulty of maintaining his economic position. It is doubtful whet any union which felt strong enough to keep machinery out of its trade ever su mitted without a contest to the introduction of it. The experience of long years h taught the unions, however, that in general the introduction of machinery can n be prevented, and direct attempts to keep it out are now comparatively few.

The Stogie Makers still refuse to admit machine workers to their organization, a both the Coopers and the Iron Molders maintained the same attitude up to 1899. is only half a dozen years since the Coopers appealed to the Federation of Labor declare against ale and beer packages made by machinery. The Federation, howev did not approve the proposition. The Stone Cutters prevent the use of stone-plani machines wherever they can. When a new machine was invented two or thr years ago for blowing lamp chimneys, the Flint Glass Workers proposed to the m ufacturers that the machine be bought up and eliminated, and that the selling pr of chimneys be advanced to pay the cost. The rules of the Plumbers contain a lo list of plumbing goods which were formerly made by hand as they were used, b which are now appearing in the market as products of machinery. The Plumb declare that this change is taking away the work of their trade, and that the use

these goods should be stopped. The Plate Printers have always opposed the introduction of steam presses, and have succeeded in keeping them out of the largest plate printing office in America, that of the United States Bureau of Engraving and Printing. The reason given is that the work done on a hand roller press is far better.

The unions that have fared best in their dealings with machinery are those that have frankly and promptly recognized the inevitableness of it, and have devoted their energies, not to the hopeless task of preventing the use of it, but to regulating the manner of use. Probably no union in this country furnishes a better example of a wise policy toward machinery than the International Typographical Union. When the typesetting machines began to be introduced, the union promptly accepted them as inevitable, and only insisted that they be operated exclusively by members of the organization, and on union terms. If the attempt had been made to keep the machines out of printing offices, the fate of the hand compositors might possibly have been comparable with that of the hand weavers, who tried a hundred years ago to compete with the power loom. The union would have been driven out of all important printing offices, the machines would have been run by nonunion hands, wages, both of machine operators and of hand compositors, would have been cut, and hours of labor would have been lengthened. By the policy which the union adopted the number of its members who were thrown out of employment by machines was greatly diminished, wages were maintained and gradually raised, hours were gradually shortened. The union has been able to secure for its members a share of the benefits of the machine, instead of seeing all its benefits, together with a portion of the advantages which they themselves had previously enjoyed, divided between the employing printers and the community at large. The wage scales for machine operators are uniformly maintained at least as high as those of hand compositors, and in many cases higher; and in most places the hours of machine operators are shorter.

The Glass Bottle Blowers have recently had to face the question of machinery. Their president recommended, in his address to the convention of 1900, that no effort be made to oppose the introduction of machines, but that the union try to arrange for the gradual introduction of them, without strikes or lockouts, and for the working of them by members of the union only.

PROVISION OF EMPLOYMENT.

In the broadest sense, all those policies of trade unions which are directed to diminishing the production of each member, whether by shortening working hours, by lessening the intensity of work, or by reducing the efficiency of it through the exclusion of machinery, have for at least one of their objects the provision of employment for a larger number of men. The whole development of the union is a means of obtaining employment for union men as distinguished from the nonunion. Most unions, however, provide some more specific means for bringing particular members who may be unemployed into contact with opportunities for work.

There are trades in which it would be held disgraceful for a man to ask for employment for himself. Thus, among the hatters a man looking for employment must approach a journeyman who is already employed, and be introduced by him to the foreman as a man of the trade "on turn" and desiring to be "shopped." This is an ancient custom, antedating any general organization of the hatters; but it is sanctioned by the existing union, and any foreman who hires a man in violation of it is liable to a fine of $25. There are other trades, however, in which it would be regarded as unmanly to seek employment through another instead of asking for it oneself.

Many local unions have regular employment bureaus, where unemployed members register their names. Sometimes employers apply to the union bureau whenever they need help. The Bakers, the Barbers, the Brewers, and the German-American

Typographia have adopted the policy of requiring this method. Such a policy can only be enforced, of course, where the union has thorough control of the trade.

In many cases, where there is no regular bureau, and perhaps no formal registry of names, it is the duty of some officer of the union to know who is unemployed and to know where places are to be found, and to put the men into the vacancies. Where walking delegates or business agents are employed this is one of their regular duties. Trades which do not employ business agents sometimes have shop stewards, who are expected to report to the officers of the union any vacancies in their shops.

Many unions have devices for a broader dissemination of knowledge of opportunities for employment. Sometimes the official journals of the national organizations publish reports which have this purpose. The Stone Cutters' Journal fills much of its space with reports of the condition of trade in various localities, and with announcements of new undertakings which will make work for stonecutters. The Wood Carvers publish a monthly statistical report, which gives the working hours per week in each town where the union has a branch, the pay per hour, and the number of shops in each town in which trade is good, the number in which it is fair, and the number in which it is dull.

Several unions, when trade is dull, divide the available employment equally among their local members. It is a rule of the Tailors that work shall be equally divided among the members in slack times by means of a "turn list." The Ladies' Garment Workers and the Laundry Workers have similar rules. Among the Plate Printers also it is customary to give each member an equal share of the work in union shops. The German-American Typographia compels employers to take the men in the order of their registration on the union's book of unemployed. It has also adopted a 5-day week in some places, in order that more of its members may have work. The lithographers of New York lie idle on Saturday whenever work is dull, for the same purpose.

One of the most curious efforts to increase employment in a trade is that which was made a year or two ago by the Elastic Goring Weavers. Their trade is the weaving of the elastic web which is put in the sides of congress gaiters. The union is a small and compact one, absolutely controlling the trade; but congress gaiters are so much out of fashion that work has for several years been dull with them. Their constitution requires every member to wear congress shoes; and in 1899 the union sent two members traveling through the country, to induce trade unionists of other occupations to buy congress gaiters in order to help the trade.

STRIKES, LOCKOUTS, AND BOYCOTTS.

Necessity of strikes.—The Union Boot and Shoe Worker of September, 1900, in advocating arbitration and deprecating strikes, said: "In arriving at a decision as to permitting a strike it should always be remembered that a strike is a dead loss to employer, to employee, and to the community." It is not often that so decided a condemnation of the policy of strikes can be found among expressions of trade-union opinion. Many written constitutions of national unions contain statements to the effect that strikes are to be regarded as a last resort, and are only to be undertaken when it is not possible by any honorable means to avoid them. No doubt the necessity of a strike is always regretted, so far at least that the union would prefer to secure its demands otherwise. That strikes are a necessary part of trade-union procedure, however, is an article of the faith of every union man.

The theory of bargaining assumes that the seller will refuse to sell unless he can get a satisfactory price. There is no other means by which a satisfactory price can be got. It is assumed, as a matter of course, that the buyer will give no more than the lowest price at which he can get the commodity. The workman, whether standing alone or organized in a union, appears in the market as a seller of a particular

ommodity—labor. He supposes that he has the same right as a seller of steel to etermine for himself the price that his commodity ought to bring. He supposes at he has the same right as the seller of steel to refuse to sell unless he can get his rice. But the strike is neither more nor less than the refusal of a number of ellers of labor, acting, for the time being, in agreement, to sell their labor below the rice which they consider just.

Inauguration of strikes.—The whole tendency of the union rules, as they develop ith the increasing strength of the organizations, is to put a check upon rash and asty strikes. Many of the national unions have made no attempt to remove the uestion in any degree from the control of the local unions. Even where this is the ase, or where national organizations do not exist, the local constitutions usually equire proper deliberation, and a vote of a majority, often a two-thirds or three-ourths majority, before a strike may begin. The more highly organized national odies have rules of the following general character: Before any action is taken ooking toward a strike, the officers of the local union, or a committee chosen for the purpose, must approach the employers and try to reach a settlement of the existing difference by negotiation. Some unions direct that an effort be made for arbitration, if necessary, with the aid of an umpire. If these primary negotiations are unsuccessful, the local union votes on the question of sustaining the claim of its members, and resorting, if necessary, to a strike. A very large proportion of the national unions which have any elaborate rules at all upon the subject provide that a strike shall not be ordered except by a vote of two-thirds or three-fourths of the members present at the meeting. It is often required that every member be notified of the meeting, and in many unions it is specially provided that the vote be taken by secret ballot. The purpose of this is to leave every member free to vote against a strike if his judgment is against it. If the vote were open men might be ashamed to seem to shrink from standing by their comrades. In some unions no one can vote on the question of declaring a strike until he has been a member of the union three, or four, or six months. In a few a local can not go on strike until it has been affiliated with the national organization for six months, and in one case this period is extended to a year.

If the local votes for striking, its action must be reported to the national headquarters. It is often required that the report not only state in full the reasons for the action of the local, but also give in detail the number of members, the number who would be affected by the proposed strike, the number of nonunion men in the place, the state of the finances of the local, and other detailed information. On receipt of this report it is in many unions the duty of the national president to go to the place where the trouble exists, or send a personal representative there, and join with the local officers in renewing negotiations with the employers and trying once more to effect a peaceful settlement. Only after this renewed effort has failed is it permitted by the constitution of many unions that the national executive board approve by vote the action of the local. In some half dozen unions this power does not rest with the executive board, but with the members at large, and the local strike can be approved only by a referendum vote.

In the Knights of Labor, strikes, like every other important decision of the organization, are under the absolute control of the central authority. The Knights of Labor, however, differ in their centralized form of government from labor organizations in general. The rule is almost universal among the national trade unions that the affirmative decision to declare a strike can be made only by the local body immediately concerned. Only a veto is usually reserved to the central authority.

The national executive board of the Stove Mounters has power to order any local on strike on pain of a fine of not less than $25. The Broom Makers lodge power to order a strike in the president. In the United Mine Workers the primary decision of strike questions lies with the district officers, or, in case the trouble extends beyond

the limits of a district, in the hands of the national president; subject, in either case to an appeal to the executive board. The Tin Plate Workers and the Amalgamated Association of Iron, Steel, and Tin Workers lodge the power to order strikes in the executive committees of the districts. One or two other unions give the national executive board power to order a strike by a four-fifths vote, under the exceptional conditions that more locals than one exist in a place, and that a majority of them refuse to sanction a strike on account of a grievance which directly affects one. With these exceptions the rule is believed to be universal that no strike can be ordered except by a vote of the local unions concerned. In many organizations not even a veto power resides in the central executive.

Control by national officers.—These detailed regulations are found in only a minority of the national unions; but they are common among the stronger and more highly organized. Even where they exist, however, it is not always easy to enforce them. Thus the president of the Machinists, one of the stronger organizations, lamented in his report to the convention of 1899 the impossibility of inducing the *local* lodges, and especially newly organized lodges, to comply with the constitution in inaugurating strikes. The lodges, he said, frequently strike without consulting the national officers, as the rules require, and then consider that they ought to receive the support of the national body, and threaten to disband if they do not receive it.

A few national unions specifically authorize the executive board to expel any local which strikes without authorization. This is a power which the executive board would of course regret to use, and would probably refrain from using *except* in aggravated cases. In the majority of unions no such power exists, and the executive board can do no more than refuse to give financial aid. To make this more effective, some unions forbid the sending of appeals for help by one local direct to others, and require that all such appeals be sent through the national executive board.

Effective control of the locals depends upon control of a common purse. So long as the national officers have nothing tangible to give or to withhold, the locals will often defy them and strike when they please, in spite of union rules. Very few unions have accumulated enough money in the national treasury to give important aid when trouble comes. The Cigar Makers, with over $300,000, have the largest war chest. Most organizations trust almost exclusively to raising funds as they are needed. The more strongly organized rely upon assessments, and the weaker upon contributions.

If assessments were promptly paid, the power of the national union to assess might replace not ineffectively, in all but the most widespread strikes, a great accumulated fund. A comparatively small fund might bridge over the interval of a few weeks, which would be necessary, at the best, for setting the assessment machinery in motion. But assessments are likely not to be paid promptly, and it is often difficult to get them paid at all. The Stone Cutters are an old and strong organization; but it took them five years to pay the cost of a strike of 1890, which would have been fully covered by an assessment of $1.50 a member, if the assessment had been paid. Under such circumstances, the financial support of strikers is a matter of some doubt, and no strong feeling of dependence on the central authority can be developed in the locals.

In some of the British unions, though large common funds exist, the central authorities still find it impossible to control the striking propensities of the locals. This is because the union funds, though they are the common property of the whole membership, are distributed among the local treasuries, and are administered, for most purposes, by the local unions.

In the Amalgamated Society of Engineers there is a strike benefit of 5 shillings a week, administered by the central executive; but there is also an out-of-work donation of 10 shillings a week, controlled by the branch, but paid out of the general fund, and paid to men on strike as well as to other unemployed men. If men who are disposed to strike can get the approval of their local fellow-members, they are

sure of the larger part of their strike pay, and they snap their fingers at the central officers.[1]

If the national officers have an actual power to punish, as by the withholding of important financial support, the existence of the power can not but restrain, in some degree, the eagerness to strike; but the actual use of the power is likely to be waived. When a strike is once begun, the officers and members of the union are situated like men whose country is at war. The citizen may condemn the action of the statesmen who brought on the war; he may consider that the official course of his country in the preliminary disputes was indefensible; but, unless his notions of ethics are different from those of most men, when the war is begun he considers it his duty to consent to the measures that are necessary for the successful prosecution of it. So the superior officers of a union, when a strike is an accomplished fact, are likely to consider that their duty to the organization, to their fellow-members, and to their class, will be best done by supporting those to whom they are bound by fraternal ties.

It should be added that the moral power of the national officers is an important factor in the control of the strike situation, and that the effects of it are important whether or not an actual power over the local unions, through control of finances or otherwise, exists. For instance, the Bricklayers have not supported a strike from their national treasury since 1894. Strikes on a large scale have almost disappeared among them. But this result has been obtained through the activity of the national officers in investigating complaints which the local unions have brought to their attention, and in mediating between the local unions and the employers.[2] As is suggested elsewhere, the national officers, by virtue of their greater general intelligence, by virtue of their less direct connection with the local disputes, and by virtue of that conservatism which accompanies the sense of large responsibility, are almost always disposed to minimize the tendency to strike. Their influence, therefore, is on the side of peace.

Strike pay.—The relief to be given to strikers is left in many unions to the national executive board, and often depends, of necessity, upon the amount of money that is available. Many of the constitutions, however, fix the amount to which striking members are entitled. The sum named is usually a bare subsistence wage, from $4 to $8 a week. Often a distinction is made between married men, or those with families dependent on them, and those who have no one to support but themselves. Thus the Boiler Makers, the Typographical Union, the Pressmen, the Plate Printers, the Bricklayers, all give married men $7 a week and single men $5. The Machinists give married men $6 and single men $4. There is very little tendency to make the strike pay in any degree proportional to the customary earnings in the trade. The Lithographers, who make good wages, pay $10 to married men and $6 to single men, and the $10 rate is perhaps the highest given by any union. But the Flint Glass Workers, whose wages are very high, pay only $6, and the Amalgamated Association of Iron, Steel, and Tin Workers, whose average wages are such as very few other workmen can approach, pay only $4.

The cessation of strike pay is usually in the power of the executive board. In many cases a time limit is fixed by the constitution, though the executive board may even then have power to continue the strike support by a special vote. In some cases the amount of strike pay is diminished after a fixed period. The Cigar Makers pay $5 a week for 16 weeks, and afterwards $3 a week as long as the strike continues.

If the funds of the national union are to be properly protected, it is of course necessary that some check be put upon the indolence and greed of some members, and upon the action of local officers. Two common provisions are that if a man refuses

[1] Sidney and Beatrice Webb, Industrial Democracy, p. 94.

[2] For a description of the policy of this organization, see below, p. 126.

to accept employment in an establishment not affected by the strike his name must be stricken at once from the strike roll, and that if a member has worked for 3 or 4 days in any week he is not entitled to strike pay for that week. To make sure that the members are not earning wages and drawing strike pay also, it is often required that in order to draw the strike pay a member must appear each day at the local headquarters and sign a roll. Sometimes the roll is signed in triplicate, and at least one copy is sent to the national headquarters. A detailed report of all payments is required in many organizations to be sent weekly to the national secretary. Sometimes strike pay is disbursed by two members chosen by the local union for the purpose, and known as clerk and paymaster. The clerk makes out the pay rolls and the paymaster disburses the money. In some unions a third person is added, who is known as a receiver, and to whom, as the representative of the local union, all strike funds are turned over.

Sympathetic strikes.—Very little mention is made of sympathetic strikes in the written constitutions of the national unions. Two or three except sympathetic strikes from the restrictions imposed in other cases, so far as to permit local unions, though forbidden generally to strike without the previous approval of the national executive board, to join in a sympathetic strike without previous approval, and still to be entitled to the support of the national organization, provided the national executive board is satisfied, after investigation, that the local acted with discretion.

Boycotts.—Boycotts are scarcely mentioned in the constitutions of the national unions. A few organizations forbid local unions to declare boycotts under any circumstances.

There is probably no union man, however, who doubts the legitimacy of the boycott as a weapon of labor, or the necessity of using it. The broadest-minded and most conservative of the union leaders defend the right to use it, without hesitation or qualification, and regard the tendency of the courts to condemn it as one of the marks of the injustice with which they believe the working people to be treated by our rulers. The right to deal, or to refrain from dealing, with whomsoever he pleases, and for any reason which may appeal to him, is, they say, one of the most elementary rights of a free citizen. But if one man may select the persons he will deal with, two or a million may do so. The boycott is simply a common refusal on the part of a number of people to deal with a person whose action is believed to be antagonistic to their interest.

The courts and public opinion have sometimes made a distinction between the primary or simple boycott and the secondary or compound boycott, which consists in the refusal, or the threat of refusal, to deal with persons against whom no grievances are alleged, except that they support, by their patronage, persons who have incurred the displeasure of the boycotters. The unionists deny that such a distinction has any validity. The right of refusing to deal with particular persons is conceived as an absolutely general right, and it is denied that the courts or any public authority may properly coerce the individual in this regard. The position of the courts on this subject is more fully stated below, p. CXVIII.

The union attitude is set forth as follows by Mr. Samuel Gompers, president of the American Federation of Labor, in his testimony before the Industrial Commission:

> We may take it for granted that the most rabid antiboycott agitator will not venture to assert that boycotters may not resort to moral suasion in trying to enlist others, or that outsiders may not heed boycotters' appeals, and of their own free will suspend dealings with persons or firms that have incurred the displeasure of their friends or associates or patrons. Strikers have the right to appeal to their friends to aid them by going out on a sympathetic strike, and their friends have the right to act upon such an appeal. Precisely the same principle applies to boycotters. A sympathetic boycott is as legal and legitimate as a sympathetic strike. Just as men may strike for any reason, or without reason at all, so may they suspend dealings with merchants or others for any reason or for no reason at all. Thus a boycott may extend to an entire community without falling under the condemnation of any moral or constitutional or statutory law.

But I shall be triumphantly told, Boycotters never do confine themselves to moral suasion and appeal; that they resort to threats, intimidation, and coercion, and it is this which makes what is called "compound boycotting"—that is, boycotting which extends to parties not concerned in the original dispute—criminal and aggressive. Under the criminal code of New York and other States, it is a criminal conspiracy to prevent a person or persons "from exercising a lawful trade or calling, or doing any other lawful act, by force, threats, intimidation, or by interfering, or threatening to interfere, with tools, implements, or property, or with the use and employment thereof." Boycotters who try to coerce people into complying with their demands by threats and intimidation clearly come within the definition of conspiracy. Hence, in the last analysis, the objection to boycotting is an objection to threats and intimidation.

This sounds very plausible. It is easy to deduce from such premises that boycotters interfere with property rights and the pursuit of lawful callings, and that under the national and State constitutions, to say nothing about explicit anticonspiracy laws, they are to be held civilly and criminally liable; it is easy to talk about protection of property rights, the tyranny of preventing people from earning a livelihood, the duty of the Government to secure the equal protection of the laws, etc.

But this argument about the employment of threats and intimidation is fallacious and superficial. Its apparent validity disappears when, not satisfied with ugly-looking words, we demand precise definitions. No one pretends for a moment that it would be proper for a boycotter to approach a merchant and say, "You must join us in suspending all dealings with that employer, or newspaper, or advertiser, on pain of having your house set on fire or of a physical assault." This would be an unlawful threat, and people who would try to enlist others in their campaign by threats of this character would certainly be guilty of a criminal conspiracy.

Do boycotters use such threats? Do they contend for the right to employ force or threats of force? Our worst enemies do not contend that they do. They "threaten," but what do they threaten? They "intimidate," but how? Let Judge Taft, who issued his sweeping antiboycott injunction, be a witness on this point. He said: "As usually understood, a boycott is a combination of many to cause a loss to one person by coercing others against their will to withdraw from him their beneficial interests through threats that unless those others do so the many will cause similar loss to them."

This, then, is the threat—this the intimidation. The boycotters threaten third parties to boycott them, if they refuse to join them in the boycott of the original subjects of the campaign. In other words, the boycotters say to others: "If you decline to aid us in our struggles, we will suspend dealings with you and transfer our custom to those who do sympathize with us and will support us." The question which the judges and editors who glibly denounce boycotting have never paused to explain is, how a mere threat to suspend dealings can be a criminal threat, like a threat to assault person or property. No man in his senses will dispute this axiomatic proposition, namely, that a man has a right to threaten that which he has a right to carry out. You may not threaten murder, arson, assault, battery, libel, because these things are crimes or torts. But you may threaten a man to cease admiring him or taking his advice, because he has no claim to your admiration or obedience, and you are at liberty to cease doing that which you have freely and voluntarily done. Similarly, you may tell a man that if he does a certain thing you will never speak to him or call at his house. This is a threat, but it is a threat that you have a right to make. Why? Because you have a right to do that which you threaten.

The same thing is strictly true of boycotting—of suspension of dealings with merchants, publishers, carriers, cabmen, and others. You may threaten to take your custom away from them and assign any reason you choose. They are not entitled to your custom as a matter of legal or moral right, and you are at liberty to withdraw and transfer it any time and for any conceivable reason. It follows beyond all question that you have a perfect right to threaten to withdraw your custom. The principle is the same, whether you threaten one man or a hundred men, whether you are alone in threatening the withdrawal of your custom or a member of a vast combination of people acting together in the premises.

Is not the result coercion of men to do certain things against their will? Very likely; but not all forms of coercion are criminal. Coercion is another term with an ugly and omnious sound which is freely used to intimidate the thoughtless. The legality or illegality of coercion depends on the method used. A man may be coerced by actual force, by the threat of force, or by indirect means which the law can not and does not prohibit. Coercion by a threat to suspend dealings is, to revert to our illustration, in the same category with coercion through a threat to cease friendly intercourse.

With this elementary principle in mind, the case against the boycott utterly collapses. An agreement to boycott any number of persons is not a criminal conspiracy, and, a fortiori, an agreement among any number to threaten a boycott can not be a criminal conspiracy.[1]

UNION LABELS.[2]

The union label is a mark or device adopted by a labor organization, and affixed to goods, or impressed upon them, to indicate that they are made entirely by members

[1] Reports of the Industrial Commission, vol. vii, Testimony, pp. 634, 635. For a fuller discussion, see also the context in the volume cited, pp. 633–638.

[2] For account of laws and court decisions on this subject, see p. CXXV.

of the organization. So far as is known, the use of it is peculiar to the American unions. It is a growth of the last quarter of a century, and its importance has increased much faster during the last 10 years than before.

The credit of inventing the union label belongs to the cigar makers. They first used one locally in 1874; the well-known blue label was adopted by the national body in 1880. No organization among the many which have adopted the device has used it more persistently, more skillfully, or more successfully. Indeed, it seems necessary to ascribe the continued prosperity of the Cigar Makers' International Union, in the face of sweat-shop competition, and, of late years, in the face of the invasion of machinery, to the union label, along with a highly developed system of benefits. The Cigar Makers have spent many thousands of dollars in advertising their label and inducing their fellow-unionists of other trades to buy cigars which bear it. They have spent many thousands of dollars in legal actions against label counterfeiters, and they have been active in securing State laws under which union labels may be adequately protected.

One of the weaknesses of the unions, in respect to label protection, is that the trade-mark and copyright laws of the United States are so framed that they do not cover the label of a union, placed upon goods belonging to others.

The aim of the union is, first, to furnish a means of distinguishing cigars, or hats, or shoes, which are made exclusively by union labor, and, second, to induce as many customers as possible to refuse all others. The value of a union label depends, of course, upon the number of purchasers who can be induced to insist on having labeled goods. To induce the customer to demand union-label goods two motives are presented:

First, it is maintained, in many cases, that the goods that bear the label are made under more wholesome conditions, and are free from the danger of carrying infection. This argument is strongly insisted on in the case of cigars. The Garment Workers make similar claims. Their label is supposed to show that the garments on which it is placed have been made under fair conditions and not in sweat shops. It is only in a few trades, however, that such claims for the superiority of union-label goods in respect to wholesomeness are made. The kindred claim that they are made by skilled workmen, and that their quality is likely to be higher than that of goods without the label, is quite generally put forward.

The second method of appeal to the customer, and that which is really important, depends on the customer's sympathy with the aspirations of the wage-earners for improved conditions, and particularly with the policy of trade-union organization. Since this desire to help the unions is the motive which the label chiefly appeals to, it is chiefly to the members of the unions, of necessity, that the appeal is made. Things of which workingmen are important buyers form, therefore, the class of goods on which union labels can be used with greatest prospect of advantage. Cigars and tobacco, hats, shoes, and ready-made clothing are distributed largely among wage-earners, and if any distinguishing mark makes the goods more acceptable to them it unquestionably increases the value of the goods on which it is placed. Accordingly we find labels pushed most actively by the unions whose members are engaged upon such goods. It is only within recent years, to be sure, that the boot and shoe workers and the garment workers have given much attention to this method of bettering their position. Indeed, it is only within recent years that these trades have had such unified organizations as are suitable for the purpose; but both the Boot and Shoe Workers and the United Garment Workers are now devoting energy and money to creating a demand for their labels. Both of them insert many advertisements in labor papers and pursue other advertising methods. The Hatters and the Brewery Workmen show similar activity.

Another class of goods on which it is possible, under some circumstances, to use a label with advantage, consists of materials of building or manufacture, which, though

bought by capitalists, are placed by them in the hands of workingmen for further elaboration. If these workingmen are strongly organized, they may, by refusing to handle materials which do not bear the label, compel their employers to patronize union-label firms, with much the same effect as if the workingmen themselves were the purchasers. Thus the brickmakers in the vicinity of Chicago were able for several years to secure the forcing of union-label bricks into a large part of the buildings constructed there, through the action of the union bricklayers in refusing to lay any other bricks. In the same way the Chicago carpenters compelled the purchase of woodwork got out by union mills.

The technical methods of applying the union label vary with the character of the goods on which it is desired to use it. In most cases a printed label of paper is attached to each article, or, as in the case of cigars, to the package. The Boot and Shoe Workers impress their label on the sole or insole with a steel stamp, or print it on the lining of the shoe with a rubber stamp. In the garment-making trades a cloth label is sewed to each garment. The Hatters sew a paper label inside the hat under the band. The Brickmakers have a brass roller bearing their label attached to the brick machine, which stamps the label into each brick as the soft clay passes under it. The Horseshoers use a steel stamp, with which they impress their label upon the hot shoe. The labels of the printers, furnished in the form of small electrotypes, leave their impression upon the printed sheet. Several unions which render services instead of producing commodities have union cards to hang in places of business where only union men are employed. This is the method of the Barbers, the Retail Clerks, the Hotel Employees, and the Butcher Workmen. The Hotel Employees and the Clerks have also adopted badges to be worn by the members.

DISPUTES BETWEEN UNIONS.

Among the labor combats which seem to outsiders most devoid of reason are the struggles of unions with each other for the control of particular work. Most of these disputes, as they now appear among American unions, may be divided into two great classes: First, disputes as to the trade to which certain work belongs; second, conflicts in which the principle of organization by industries is opposed to the principle of organization by trades. The former class has come to be known in Great Britain as demarcation disputes. The latter class seems to be little known outside of America. Both classes are known in this country as jurisdiction disputes.

Demarcation disputes.—In the typical form to which the phrase "demarcation dispute" is most strictly applicable, two unions, the greater part of whose work is well distinguished, meet on a border ground. In Great Britain the contests between the carpenters and the joiners have furnished a well-marked case; but in this country carpentry and joinery have never been organized as distinct trades. The Brotherhood of Carpenters and Joiners has had similar troubles, however, with the Furniture Workers and the Machine Wood Workers. Both of these unions were primarily composed of factory machine workers, while the Carpenters and Joiners were primarily handicraftsmen. The Carpenters, however, were inclined to claim the field of machine work also, at least so far as it replaced hand work which had formerly belonged to their trade. The machine unions, on the other hand, seemed to trespass on the domain of the Carpenters by taking in some hand workers. The Amalgamated Wood Workers, the organization which was formed in 1895 by the union of the Furniture Workers and the Machine Wood Workers, now claims the right to put up saloon, bank, and drug-store fixtures manufactured in shops under its control, while the Carpenters claim jurisdiction over all men engaged in running wood-working machinery.

The constant friction between the Stone Cutters, engaged in cutting soft stone, and the Granite Cutters, belongs to this class of quarrels.[1] Local disputes of the same

[1] For a curious instance, see Reports of the Industrial Commission, vol. viii, p. 335.

character are frequent, especially in various building trades. Many occur between the different workers in iron. Coal bunkers and iron smokestacks have been matters of dispute between the boiler makers and the structural iron workers.[1] Structural iron workers and architectural iron workers have quarreled over the putting up of iron mullions.[2]

A curious instance occurred some years ago in Chicago, when the steam fitters claimed the right to cut holes for their pipes through the wooden floors. The carpenters had previously done this work. The Building Trades Council decided that it should go to the steam fitters, and go to them it did; to the distinct injury, it is maintained on the part of the employers, of the character of the work.[3]

A second kind of demarcation dispute arises when a union is organized to control a particular kind of work, the whole of which is claimed by an existing union. The dispute between the Carpenters and the Amalgamated Wood Workers has now taken on this character, since the whole field of the second union is claimed by the first. The Wood Workers themselves take the same attitude toward the Box Makers and toward the Piano Workers which the Carpenters take toward them. They have opposed the formation of both these unions, have done what they could to break them up, and have been able to prevent the recognition of them by the American Federation of Labor. In the same way the United Garment Workers have opposed the separate organization of the Custom Clothing Makers, the Painters that of the Paper Hangers, the Plumbers that of the Steam Fitters, the Cigar Makers that of the Stogie Makers. A special case of this kind of trouble arises when a branch of a British union is established in this country, and comes into conflict with an American union covering the same ground. The two important instances of such conflict are those of the Amalgamated Society of Carpenters and Joiners, and the Amalgamated Society of Engineers. The latter organization is composed of such workmen as are called machinists in America, and it comes into unavoidable conflict with the International Association of Machinists.

These disputes derive their interest to employers and to the public from the fact that the unions back their opinions with strikes. It seems intolerable that an employer, who is ready to pay the wages and to comply with all the conditions asked for by his workmen, should find his work stopped because two sections of the workmen can not agree between themselves about the boundaries of their fields of work. The workingmen themselves seem to lose as much by such stoppages as the masters, and they seem to have no more to gain.

The most obvious motive of the disputants in such cases is the motive which determines so large a part of trade-union policy—the desire to get the greatest possible amount of work to do. The field of work is conceived as divided, on some basis of established custom, among the several groups of workers. Each group has a sense of proprietorship in that which it has occupied. There is a disputed land around its borders, which it feels to be its property, but which is claimed, with equal conviction, by the neighboring groups. The selfishness of each group suffers from the operations of the others within this disputed tract; but its sense of justice is outraged also. The question of the boundary becomes a question of pride and a question of principle; and it is fought over with an eagerness which is out of all proportion to the intrinsic importance of the dispute.

But there is another aspect of such questions, which makes them important to workingmen as a whole, and which may sometimes entitle one of the disputants to consider that it represents the interest of the working class. If the employer is permitted, at his pleasure, to choose which of two unions shall do a given work, the effect is the same in kind as if he were permitted to revert to the individual bargain.

[1] Reports of the Industrial Commission, vol. viii, pp. 326, 362.
[2] Ibid., pp. 335, 336, 470, 475.
[3] Ibid., p. 362.

The work of the higher-paid unions may be handed over, little by little, to the lower paid. The higher standard may be nominally maintained; but its field of application is gradually narrowed, and, taking the employment as a whole, there is an insidious and unacknowledged lowering of the standard rate. There is some reason for supposing that when labor tribunals, building trades councils and the like, have opportunity to decide questions of jurisdiction, they are likely to prefer the union which has the higher standard. This is the direction in which they might be expected to lean, if they acted in view of the ordinary trade-union assumptions as to the broad interests of the working class.

Organization by industries v. *organization by trades.*—The original idea of trade unionism involves the notion of a trade, requiring a particular kind of skill or activity, as the basis of common interest and therefore of unity of organization. With the advance of the labor movement the tendency to greater aggregation has increased among the labor unions, as in other departments of industrial life, till such a union as the Brotherhood of Carpenters and Joiners includes all grades of workers, from the highly skilled artisan to the mere feeder of a machine. A few unions have fully abandoned the notion of the trade as the basis of unity, and have substituted the notion of the industry. The United Brewery Workmen undertake to include every wage earner about the breweries, the United Mine Workers every wage earner about the coal mines, the International Typographical Union all wage earners directly connected with printing. The Mine Workers aim to bring all the men at a given mine, under ground and on the surface, firemen, engineers, and all, into one local union. The policy of the Brewery Workmen is to form separate local unions of brewers, maltsters, bottlers, coopers, team drivers, firemen, engineers, etc., all in subordination to the one national body. The printers, somewhat differently situated, do not feel that the engineers and the firemen in their establishments, or other workers who do not possess any kind of skill which is specifically related to printing, form one industrial unit with themselves. They desire, however, to organize under their jurisdiction all workers who do possess such skill—stereotypers, photo-engravers, mailers, type founders, and even newspaper writers. They extend the notion so far as to include the machinists who keep the typesetting machines in order. Their plan of organization, like that of the Brewery Workmen, is to form the followers of each craft, so far as practicable, into separate local unions. The pressmen and the bookbinders have broken away and formed independent national unions of their own.

When an organization claims to control all the workers in a given establishment, without regard to their particular occupations, it is certain to come into conflict with other organizations which claim jurisdiction over some part of the same persons by virtue of their occupations. The Typographical Union, in resolving that all machinists who are employed in the care of linotypes must belong to it, comes into conflict with the International Association of Machinists.[1] The United Mine Workers conflict with the Stationary Firemen, the Steam Engineers, and the Blacksmiths; the Brewery Workmen with the Firemen, the Engineers, the Coopers, the Painters, and the Team Drivers.

The argument for trade organization is based partly on the common interest of the workers at a given occupation. A cooper is a cooper, whether the chief business of his employer is the making of beer or the production of barrels for sale. Whatever the nature of the establishment he may chance to work in, he should, it is said, be governed by the same trade rules, and should stand with his fellow-craftsmen in maintaining common rates of wages and conditions of labor.

To undertake to unite in a single organization workmen of various degrees of skill, various rates of customary wages, and various degrees of economic power against

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of the organization. So far as is known, the use of it is peculiar to the American unions. It is a growth of the last quarter of a century, and its importance has increased much faster during the last 10 years than before.

The credit of inventing the union label belongs to the cigar makers. They first used one locally in 1874; the well-known blue label was adopted by the national body in 1880. No organization among the many which have adopted the device has used it more persistently, more skillfully, or more successfully. Indeed, it seems necessary to ascribe the continued prosperity of the Cigar Makers' International Union, in the face of sweat-shop competition, and, of late years, in the face of the invasion of machinery, to the union label, along with a highly developed system of benefits. The Cigar Makers have spent many thousands of dollars in advertising their label and inducing their fellow-unionists of other trades to buy cigars which bear it. They have spent many thousands of dollars in legal actions against label counterfeiters, and they have been active in securing State laws under which union labels may be adequately protected.

One of the weaknesses of the unions, in respect to label protection, is that the trade-mark and copyright laws of the United States are so framed that they do not cover the label of a union, placed upon goods belonging to others.

The aim of the union is, first, to furnish a means of distinguishing cigars, or hats or shoes, which are made exclusively by union labor, and, second, to induce as many customers as possible to refuse all others. The value of a union label depends, of course, upon the number of purchasers who can be induced to insist on having labeled goods. To induce the customer to demand union-label goods two motives are presented:

First, it is maintained, in many cases, that the goods that bear the label are made under more wholesome conditions, and are free from the danger of carrying infection. This argument is strongly insisted on in the case of cigars. The Garment Workers make similar claims. Their label is supposed to show that the garments on which it is placed have been made under fair conditions and not in sweat shops. It is only in a few trades, however, that such claims for the superiority of union-label goods in respect to wholesomeness are made. The kindred claim that they are made by skilled workmen, and that their quality is likely to be higher than that of goods without the label, is quite generally put forward.

The second method of appeal to the customer, and that which is really important, depends on the customer's sympathy with the aspirations of the wage-earners for improved conditions, and particularly with the policy of trade-union organization. Since this desire to help the unions is the motive which the label chiefly appeals to, it is chiefly to the members of the unions, of necessity, that the appeal is made. Things of which workingmen are important buyers form, therefore, the class of goods on which union labels can be used with greatest prospect of advantage. Cigars and tobacco, hats, shoes, and ready-made clothing are distributed largely among wage-earners, and if any distinguishing mark makes the goods more acceptable to them it unquestionably increases the value of the goods on which it is placed. Accordingly we find labels pushed most actively by the unions whose members are engaged upon such goods. It is only within recent years, to be sure, that the boot and shoe workers and the garment workers have given much attention to this method of bettering their position. Indeed, it is only within recent years that these trades have had such unified organizations as are suitable for the purpose; but both the Boot and Shoe Workers and the United Garment Workers are now devoting energy and money to creating a demand for their labels. Both of them insert many advertisements in labor papers and pursue other advertising methods. The Hatters and the Brewery Workmen show similar activity.

Another class of goods on which it is possible, under some circumstances, to use a label with advantage, consists of materials of building or manufacture, which, though

bought by capitalists, are placed by them in the hands of workingmen for further elaboration. If these workingmen are strongly organized, they may, by refusing to handle materials which do not bear the label, compel their employers to patronize union-label firms, with much the same effect as if the workingmen themselves were the purchasers. Thus the brickmakers in the vicinity of Chicago were able for several years to secure the forcing of union-label bricks into a large part of the buildings constructed there, through the action of the union bricklayers in refusing to lay any other bricks. In the same way the Chicago carpenters compelled the purchase of woodwork got out by union mills.

The technical methods of applying the union label vary with the character of the goods on which it is desired to use it. In most cases a printed label of paper is attached to each article, or, as in the case of cigars, to the package. The Boot and Shoe Workers impress their label on the sole or insole with a steel stamp, or print it on the lining of the shoe with a rubber stamp. In the garment-making trades a cloth label is sewed to each garment. The Hatters sew a paper label inside the hat under the band. The Brickmakers have a brass roller bearing their label attached to the brick machine, which stamps the label into each brick as the soft clay passes under it. The Horseshoers use a steel stamp, with which they impress their label upon the hot shoe. The labels of the printers, furnished in the form of small electrotypes, leave their impression upon the printed sheet. Several unions which render services instead of producing commodities have union cards to hang in places of business where only union men are employed. This is the method of the Barbers, the Retail Clerks, the Hotel Employees, and the Butcher Workmen. The Hotel Employees and the Clerks have also adopted badges to be worn by the members.

DISPUTES BETWEEN UNIONS.

Among the labor combats which seem to outsiders most devoid of reason are the struggles of unions with each other for the control of particular work. Most of these disputes, as they now appear among American unions, may be divided into two great classes: First, disputes as to the trade to which certain work belongs; second, conflicts in which the principle of organization by industries is opposed to the principle of organization by trades. The former class has come to be known in Great Britain as demarcation disputes. The latter class seems to be little known outside of America. Both classes are known in this country as jurisdiction disputes.

Demarcation disputes.—In the typical form to which the phrase "demarcation dispute" is most strictly applicable, two unions, the greater part of whose work is well distinguished, meet on a border ground. In Great Britain the contests between the carpenters and the joiners have furnished a well-marked case; but in this country carpentry and joinery have never been organized as distinct trades. The Brotherhood of Carpenters and Joiners has had similar troubles, however, with the Furniture Workers and the Machine Wood Workers. Both of these unions were primarily composed of factory machine workers, while the Carpenters and Joiners were primarily handicraftsmen. The Carpenters, however, were inclined to claim the field of machine work also, at least so far as it replaced hand work which had formerly belonged to their trade. The machine unions, on the other hand, seemed to trespass on the domain of the Carpenters by taking in some hand workers. The Amalgamated Wood Workers, the organization which was formed in 1895 by the union of the Furniture Workers and the Machine Wood Workers, now claims the right to put up saloon, bank, and drug-store fixtures manufactured in shops under its control, while the Carpenters claim jurisdiction over all men engaged in running wood-working machinery.

The constant friction between the Stone Cutters, engaged in cutting soft stone, and the Granite Cutters, belongs to this class of quarrels.[1] Local disputes of the same

[1] For a curious instance, see Reports of the Industrial Commission, vol. viii, p. 335.

character are frequent, especially in various building trades. Many occur between the different workers in iron. Coal bunkers and iron smokestacks have been matters of dispute between the boiler makers and the structural iron workers.[1] Structural iron workers and architectural iron workers have quarreled over the putting up of iron mullions.[2]

A curious instance occurred some years ago in Chicago, when the steam fitters claimed the right to cut holes for their pipes through the wooden floors. The carpenters had previously done this work. The Building Trades Council decided that it should go to the steam fitters, and go to them it did; to the distinct injury, it is maintained on the part of the employers, of the character of the work.[3]

A second kind of demarcation dispute arises when a union is organized to control a particular kind of work, the whole of which is claimed by an existing union. The dispute between the Carpenters and the Amalgamated Wood Workers has now taken on this character, since the whole field of the second union is claimed by the first. The Wood Workers themselves take the same attitude toward the Box Makers and toward the Piano Workers which the Carpenters take toward them. They have opposed the formation of both these unions, have done what they could to break them up, and have been able to prevent the recognition of them by the American Federation of Labor. In the same way the United Garment Workers have opposed the separate organization of the Custom Clothing Makers, the Painters that of the Paper Hangers, the Plumbers that of the Steam Fitters, the Cigar Makers that of the Stogie Makers. A special case of this kind of trouble arises when a branch of a British union is established in this country, and comes into conflict with an American union covering the same ground. The two important instances of such conflict are those of the Amalgamated Society of Carpenters and Joiners, and the Amalgamated Society of Engineers. The latter organization is composed of such workmen as are called machinists in America, and it comes into unavoidable conflict with the International Association of Machinists.

These disputes derive their interest to employers and to the public from the fact that the unions back their opinions with strikes. It seems intolerable that an employer, who is ready to pay the wages and to comply with all the conditions asked for by his workmen, should find his work stopped because two sections of the workmen can not agree between themselves about the boundaries of their fields of work. The workingmen themselves seem to lose as much by such stoppages as the masters, and they seem to have no more to gain.

The most obvious motive of the disputants in such cases is the motive which determines so large a part of trade-union policy—the desire to get the greatest possible amount of work to do. The field of work is conceived as divided, on some basis of established custom, among the several groups of workers. Each group has a sense of proprietorship in that which it has occupied. There is a disputed land around its borders, which it feels to be its property, but which is claimed, with equal conviction, by the neighboring groups. The selfishness of each group suffers from the operations of the others within this disputed tract; but its sense of justice is outraged also. The question of the boundary becomes a question of pride and a question of principle; and it is fought over with an eagerness which is out of all proportion to the intrinsic importance of the dispute.

But there is another aspect of such questions, which makes them important to workingmen as a whole, and which may sometimes entitle one of the disputants to consider that it represents the interest of the working class. If the employer is permitted, at his pleasure, to choose which of two unions shall do a given work, the effect is the same in kind as if he were permitted to revert to the individual bargain.

[1] Reports of the Industrial Commission, vol. viii, pp. 326, 362.
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their employers, must result, it is asserted, in divided counsels and conflicting interests within the organization, and in consequent weakness. Say Mr. and Mrs. Webb: "The whole history of trade unionism confirms the inference that a trade union, formed as it is, for the distinct purpose of obtaining concrete and definite material improvements in the conditions of its members' employment, can not, in its simplest form, safely extend beyond the area within which those identical improvements are shared by all its members—can not spread, that is to say, beyond the boundaries of a single occupation."[1]

The advocates of organization by industries maintain, on the other hand, that the true community of interest exists between those who stand face to face with the same employers. The wages, hours, and other conditions of the fireman who tends the boiler at the coal mine, of the cooper who repairs the kegs of the brewery, of the driver who delivers the beer, can be most effectively promoted by their fellow-workmen who have a common employment with them at the mine or in the brewery, rather than by firemen or coopers or drivers whose work is tributary to quite other occupations. Though such a small minority in an industry be separately organized, and though it deny any allegiance to the organization of the great body of workers in the industry, it is upon that body of workers that it must still depend for effective support in its demands. The strike of the firemen of the anthracite mines in 1901 illustrated the practical effects of such a situation. The United Mine Workers, embracing the great body of the workmen, were under an agreement with the employers providing for the continued operation of the mines until April 1, 1902. The stationary firemen, separately organized, struck. They were conscious that they needed at least the passive support of the United Mine Workers if they were to win. The United Mine Workers, annoyed by the cessation of work, and resenting the separatist policy of the firemen, viewed the strike with half hostile neutrality, and at last with open hostility. It was intolerable, from their point of view, that the firemen should by separate action interfere with the employment of all the men about the mines, outnumbering them by scores to one. Their opposition made failure absolutely certain.

The firemen, seeking an improvement of their condition, tried to impose the burden of obtaining it upon the miners. This was inevitable. No other body of workmen could effectively undertake it. But, say the mine workers, since the firemen of necessity look to us for support, they ought to consult our interest and our judgment in choosing times and methods. They ought to join with us in forming the whole body of mine workers into a single organization, which shall be able to act as one man in the interest of all.

In opposition to this view, the representatives of the smaller crafts within an industry sometimes feel that in a unified organization their interests are overlooked in the interest of the majority. It was a feeling of this kind which led the pressmen and the bookbinders to leave the International Typographical Union, whose policy is controlled by the compositors, the overwhelming majority. Though a considerable degree of autonomy is granted to the minor crafts which are still within the Typographical Union, they often show uneasiness and jealousy of the compositors. In the allied printing trades councils it is not rare for the minor crafts within the International Typographical Union to take sides with the pressmen and the bookbinders against the compositors; and in 1900 the stereotypers and electrotypers asked, unsuccessfully, to be allowed to leave the Typographical Union and form a separate organization.

From the standpoint of the employer there would seem to be a considerable advantage in dealing with a single organization, controlling all the men in his establishment, rather than with half a dozen, any one of which might tie up the whole

[1] Sidney and Beatrice Webb, Industrial Democracy, vol. I, p. 139.

usiness in spite of any understanding which he might have with the others. This as illustrated in the strike of the anthracite mine firemen. Despite an agreement vith the organization of the great body of the mine workmen, the whole business of he operators was interrupted by a small independent minority. On the other hand, inity increases the strength of the workers, and a demand which is backed by a vhole working force is less easy to resist than a demand which has the direct sup- ort of only a fraction.

Until very recently the American Federation of Labor, which may pretend, with better right than any other authority, to express the general opinion of organized abor in America, has unquestionably stood for "trade autonomy." But the last onvention of the Federation—that of 1900—appeared to set its face the other way. It sanctioned the claims of the Brewery Workmen to control their industry, and so seemed to indicate its general approval of the principle of organization by industries ather than by trades. It is maintained by some that the convention did not mean to set up this principle, but only to recognize an existing status, and to maintain he policy of noninterference in disputes between constituent unions; but this view seems hardly consistent with the terms of the resolution which was passed, or with the report of the committee which framed the resolution.

Even if this were the intention of the convention, it may be that the practical result would not be very different. A strong organization, controlling the great majority of the employees of an establishment, can control the small minority if it sees fit. The International Typographical Union has forced the linotype-tending machinists into its own ranks. The United Mine Workers have shown that the mine firemen can accomplish nothing without their countenance. In the absence of strong outside support, such as could hardly be looked for from any other source than the Federation of Labor, the principle of strict trade autonomy can not be maintained, on behalf of scattered members of a trade, in the face of an established industry-union which wishes to set it at naught. It is not to be expected that unions based on the industry will supersede those founded on the idea of the trade; but it seems likely, at the present moment, that they will acquire a relatively increasing importance.

CHAPTER II.

COLLECTIVE BARGAINING, CONCILIATION, AND ARBITRATION.

I. IMPORTANCE AND GENERAL NATURE OF SUBJECT.

Perhaps no other question relating to labor has attracted greater attention in the United States in recent years than that of the methods of securing more peaceful relations between employers and employees. There is a growing feeling on the part of workingmen, employers, and the general public that the determination of the conditions of labor by open conflicts, strikes, and lockouts, is in most instances unduly expensive, and that it tends to create unnecessary friction between employers and employees. Not only do both the employers and employees suffer from the loss of working time and interruption of business which come from strikes and lockouts, but the convenience and comfort of the general public are in many instances seriously interfered with. The ill feeling which too often accompanies open rupture between masters and men is not the least of the evils of strikes and lockouts. Widespread and growing interest accordingly is manifested in the subject of methods which shall tend to prevent, so far as practicable, the actual cessation of employment on account of differences concerning the conditions of labor, or which, in case employment is actually interrupted, may facilitate early and peaceful settlement.

The result of this growth of public sentiment in favor of more peaceful methods of determining the relations of employers and employees in the United States is shown by the rapid increase in the number and effectiveness of the organizations and methods seeking this end. One conspicuous movement of recent years has been that toward the enactment of legislation seeking to establish methods of arbitration, conciliation, and mediation. In a considerable number of States laws have been passed providing for permanent State boards of arbitration, and while in some of the States the laws have been almost dead letters, several of the boards thus established have accomplished noteworthy results. In other States the legislatures have passed statutes encouraging the formation of local boards of conciliation and arbitration, a measure, however, which seems to have proved almost uniformly of no avail. Even more important than these legislative enactments is the movement toward the voluntary establishment of methods of "collective bargaining," or conciliation and of arbitration, within the various trades themselves. In many trades the conditions of labor in not a few localities are determined by conferences between employers and employees, or between representatives of organizations of employers and employees. These conferences often result in written agreements prescribing the terms of the labor contract for a given period of time. The practice is also growing of referring disputes, especially those relating to the interpretation of the labor contract, to committees representing the employers and employees, while in many instances impartial umpires or arbitrators are called in to settle matters as to which such committees can not agree. The most conspicuous manifestation of the movement in favor of more harmonious relations between employers and employees is found in the systems of conferences and joint agreements covering trades throughout the entire country, or throughout large sections. In most of the 10 or 12 trades in the United States in which such wide-reaching systems exist they have been established

within the past 15 years, while fully half of the systems date back not more than 5 years.

In view of the importance of this subject and the general interest manifested the Industrial Commission has deemed it wise to make a thorough investigation of the existing methods of furthering the peaceful settlement of differences between employers and employees. In the accompanying report the attempt has been made to describe the organization and working of these methods in the United States and to give some description also, for purposes of comparison, of the experience of foreign countries, both with arbitration and conciliation, by public authorities and with voluntary methods. The opinions of leading authorities, including employers, workingmen, public officers, and representatives of the general public, have also been quoted or summarized.

As a preliminary to this investigation a brief discussion of the terms employed and of the general conceptions underlying the practices of arbitration and "collective bargaining" is desirable.

Unfortunately there is no little looseness in the use of the fundamental terms connected with these methods. Strictly speaking, clear distinctions may be drawn between collective bargaining, arbitration, conciliation, and mediation.

Arbitration is the authoritative decision of an issue as to which the parties have failed to agree by some person or persons other than the parties.

Conciliation is a term applied very commonly by English employers and employees, and by economic writers, to the discussion and settlement of questions between the parties themselves, or between their representatives, who are themselves actually interested. It is also frequently used by State boards of arbitration as identical with mediation.

For reasons more fully explained below it seems desirable to restrict the meaning of the word conciliation to the settlement, by the parties directly, of minor disputes, as to interpretation of the terms of the labor contract, whether that contract be an express one or only a general understanding, and to introduce the phrase "collective bargaining" as covering the remainder of the field above described.

Collective bargaining, then, may be defined as the process by which the general terms of the labor contract itself, whether the contract be written or oral, are determined by negotiation directly between employers or employers' associations and organized workingmen.

Mediation is the intervention, usually uninvited, of some outside person or body, with a view to bringing the parties to a dispute together in conciliatory conferences.

Arbitration in the strict sense implies the rendering of an authoritative decision. Conciliation and collective bargaining imply amicable conference and agreement by the parties themselves.

Mediation is only a preliminary to the settlement of a dispute. Through the intervention of a mediator the parties may be led to conciliate—that is, to reach an agreement among themselves—or they may be led to submit the matter to the arbitration of the person who mediates or to some other person. The action of mediators in meeting with the parties to a dispute and trying to bring them to a peaceful settlement is also frequently called conciliation—a usage, perhaps, more in accordance with the ordinary understanding of the term as applied to other than labor matters.

In order correctly to understand the scope of the subject under discussion and the applicability of terms, it is necessary to bear in mind continually the very important distinction between the two chief classes of industrial differences which may be adjusted by peaceful methods.

(1) Those which concern the interpretation of the existing terms of employment, usually of a minor character.

(2) Those which have to do with the general terms of future employment, and which are usually more important.

The great majority of disputes are of the former class. They relate not to questions of principle, but to details and interpretations. Thus, if there be a general agreement or understanding that a certain price shall be paid to workingmen for doing a certain piece of work, a difference may arise in case there is some minor change in the goods to be made. If the employer agrees to employ only union men, there may be a dispute as to the standing of some man whom he employs. Of course, these questions may readily pass over into disputes as to more general matters. On the other hand, from time to time, the question arises between an employer and his men, or between organizations of employers and organizations of employees, as to the general conditions under which labor shall thereafter be performed. Such differences are likely to involve larger numbers of persons than those of the first class and to be more difficult of adjustment. The settlement of such general questions may be likened to an act of legislation; the interpretation and application of the general contract may be likened to a judicial act.

We may now discuss the relation between the different practices named in the definitions above and these two classes of differences as to the labor matters.

It is obvious that "collective bargaining," as above defined, has to do with the second class of questions above distinguished—those relating to the general terms of the labor contract. This phrase is one that has not come into very common use in the United States, and that has only recently been introduced in Great Britain, where it apparently owes its origin to Mr. and Mrs. Sidney Webb. The term seems to describe accurately a practice of very great and constantly growing extent, and of the highest social and economic significance—the determination of the general conditions of labor by peaceful negotiation between employers and organized laborers. The attention of the public is so often directed to the settlement of strikes and lockouts by arbitration, or by negotiation between committees of employers and employees, that the extent to which the practice of direct negotiation between employers and employees regarding the conditions of labor takes place, without strike or lockout, is often overlooked. The terms conciliation and arbitration can not properly be applied to this practice. The actual process by which the general terms of the labor contract are established by negotiations between employers and organized workingmen directly, is essentially a process of bargaining. The bargaining is collective because the workingmen are organized, and in many instances the employers are organized as well. We can not speak of collective bargaining properly in cases where individual workingmen negotiate with employers as to the terms of the labor contract. It is, of course, a familiar fact that the individual laborer is usually in a position of inferior economic strength as against the employer in agreeing upon the labor contract. More and more laboring men are tending to get together, to organize, and to negotiate with employers collectively.

There are distinguishable many different stages and methods of collective bargaining. The most common method of all is the purely informal one in which representatives of labor organizations meet from time to time with employers to present demands and discuss the general terms of labor, without establishing systematic methods of organization and procedure in these conferences, and without adopting written agreements. More formal collective bargaining, which is found most commonly in trades where employers as well as workingmen are organized, involves more or less regularly recurrent and systematically conducted conferences between representatives of the employers and the employees. Collective bargaining of this sort is quite frequently termed by those concerned the *joint conference* system. The representatives of the parties are also at times called joint committees and joint boards. In Great Britain the phrases "wages boards" is especially common. Usually these more formal negotiations between organizations of employers and employees result in written agreements regarding the conditions of labor, and the practice is very often, especially in the United States, referred to as the *agreement system*.

Whether the phrase "collective bargaining" will ever become established in common use in the United States is perhaps doubtful. It is, however, clearly desirable that the nature of the practice which it represents should be clearly understood. None of the other phrases in ordinary speech seems accurately to describe all the different forms of peaceful negotiation between employers and organized workingmen regarding the general conditions of labor. Certainly the word conciliation, which is largely used in Great Britain and which is somewhat common in the United States, particularly among economic writers, does not to the ordinary mind convey the idea of such bargaining as to the general labor contract. It is not applied to the making of ordinary bargains, such as those between buyer and seller, or between two corporations.

If the word conciliation is to be applied at all in regard to labor matters it would seem desirable to restrict it to the settlement of minor disputes as to the interpretation of the labor contract. Even here it may perhaps best be confined to those cases where the parties *directly interested* meet in a friendly manner to settle differences of this class. In Great Britain there are many trades in which organizations of employers and employees select joint committees to which any dispute of the members of the organization may be appealed. These committees are frequently called boards of conciliation. Of course in many and perhaps most instances the action of these joint committees consists in influencing the parties to a dispute to come to an informal understanding, rather than in rendering authoritative decisions, and their action in this direction may be perhaps accurately described by the term conciliation. As above suggested, State boards of arbitration use the word in a very similar sense. However, the common usage of employers and employees in this country gives to these joint trade boards the name of arbitration boards or arbitration committees. Doubtless mediation is a word more distinctively applicable than conciliation to the intervention of State boards or other outside parties.

As suggested in the definition above, arbitration, strictly speaking, is the authoritative decision of questions at issue by some impartial authority. It is obvious that arbitration may be resorted to with regard to disputes involving the general terms of the labor contract, as well as with regard to disputes concerning its interpretation. The parties to a dispute, whatever its character, may submit it to arbitration after failure to settle it by collective bargaining or by conciliation. Whether it is as wise ordinarily to submit general questions to arbitration as questions of interpretation is perhaps doubtful. It is certainly the case that minor questions are more often arbitrated than those of great importance involving the general conditions of future labor.

It should be noted especially that it is very common, both in the United States and Great Britain, to find boards composed of an equal number of representatives of organizations of employers and employees, with no impartial outsider as an umpire, which have power to decide authoritatively minor disputes between members of the organizations. As already pointed out, in Great Britain these are often called boards of conciliation, but in this country they are much more commonly called arbitration boards or arbitration committees. The term arbitration seems fairly applicable to the decisions of such committees, despite the fact that there is no appeal to any person outside the trade. The settlement of disputes in such cases is not reached by negotiation directly between the parties concerned. It is reached by the binding decision of higher representatives of the organizations to which they belong, representatives supposedly free from the personal bias and from the feelings of animosity which are likely to exist among those immediately concerned in disputes. Perhaps the phrase "arbitration within the trade" or "trade arbitration" may be employed as somewhat more strictly describing this system of settling differences without appeal to trade umpires. These phrases are, however, sometimes used as distinguished from arbitration by State boards, even in cases where umpires are called in.

The practice of mediation is also applicable both to disputes regarding general con-

majority of agreements are submitted in the first instance by labor organizations. This is indeed usually the case quite as much where the employers are strongly organized as where they act as individuals. It is indeed a natural thing, so long as there is a general upward movement of labor, that the greater number of changes in the terms of the labor contract should be sought at the instance of employees.

The extent to which trade unions are able to force the acceptance of the terms which they propose depends on the relative strength of the parties. Just as, in the absence of labor organizations, the terms of the labor contract are usually established largely by the will of the employer, so where labor organizations are strong and employers relatively weak the workingmen attempt to prescribe the conditions on which they will labor, and may succeed to some extent in doing so. In a few instances labor organizations have become so powerful that unorganized employers are frequently forced to concede their demands with little opportunity for negotiation. The signature of a written agreement under such circumstances may have little significance save as binding the employer more or less effectively. There are some trades in which the members of a single local union or of affiliated unions in the same city work for numerous small employers who have no organization. The union men naturally seek to secure approximately uniform conditions in all of the establishments. The position of the small unorganized employers may be so weak, relatively speaking, that the union may be able to force practically all of them to sign agreements which are virtually scales and working rules adopted by the vote of the union itself. This is perhaps true in some branches of the clothing trade in certain cities where the contractors are themselves possessed of little capital or executive ability.

On the other hand, in more numerous instances, individual employers, even without cooperation with other employers in the trade, are in a position strong enough to permit them to bargain on a basis of equality with labor organizations. It has been repeatedly pointed out by economists that in a sense the large employer is a combination in himself over against the combination of workingmen. Under such circumstances the written agreements which result from collective bargaining between the individual employer and the union are often elaborate documents covering the conditions of labor in great detail, and not infrequently they contain provisions for the arbitration of disputes which arise as to the interpretation of their terms.

Methods of adopting agreements—Joint boards and committees.—We have just observed that in some instances the system of local agreements involves by no means a highly elaborated organization or procedure for collective bargaining, agreements being little more than concessions by one party to the demands of the other. Even where these agreements regarding the conditions of labor are made between the unions and individual employers who are alone strong enough to bargain on an equal basis, there is little occasion for the establishment of a formal organization or of formal methods for carrying on the bargaining process. The union selects its representatives according to its own rules, and these deal directly with the individual employer. If, on the other hand, organizations of employers stand over against organizations of employees, somewhat more systematic machinery for collective bargaining becomes desirable, and in many trades and localities such machinery has actually been developed. In England it is especially common to find written constitutions or permanent agreements between employers and employees, establishing joint boards or committees for conducting the negotiations as to the terms of labor and prescribing the methods of their procedure. Such permanent treaties, as they may perhaps well be called, are seldom found in the United States, especially as regards local systems of collective bargaining. One of the few exceptions to this statement is the system in the Boston building trades, more fully described below, the machinery of which is elaborately prescribed in a permanent agreement. Never

gencies offered, much may, nevertheless, be accomplished informally, if employers nd employees are only willing to approach one another and to discuss matters in an micable manner.

We are not here concerned with cases where the determination of the conditions f labor or of matters of interpretation is made simply by negotiations between the mployer and his individual employee. In order to speak properly of collective bar- aining or of conciliation, as we have already seen, there must be at least a certain legree of organization on the part of workingmen. Very frequently, however, all he employees, or one class of the employees, in an establishment act together col- ectively from time to time even in the absence of regularly established trade unions. An informal committee is constituted to confer with the employer as to some matter f general interest, be it the rate of wages or a question, perhaps, of much less mportance. Employers often meet such delegations, or meet the entire body of their nen, directly and discuss matters at issue with them. In many instances peaceful ettlements are brought about by such altogether informal conferences.

Workingmen frequently assert, however, that employers are much more likely to nter into collective bargaining and conciliation if they feel that their men have back f them the power which comes from formal organization. They assert, also, that he advantages gained by the employees in negotiations with employers are likely to ary in a more or less close proportion to the strength of the labor organization. It ertainly is true that collective bargaining, conciliation, and arbitration are all much nore common where strong labor organizations exist than where they are absent. Of course it is essential under such circumstances that the employer shall recognize he legitimacy of organization on the part of his men, and shall be willing to deal with their duly constituted representatives. Whether the existence of labor organi- ations tends to increase or to decrease the number of strikes is a mooted question, but there can be no doubt that in trades where strong unions actually exist, strikes nd labor difficulties are likely to be much more numerous if the employers refuse to leal with the men in their organized capacity.

A very large number of trade unions, both local and national, have in their con- stitutions declarations of a general character to the effect that strikes are in them- selves undesirable. It is very common to find rules that strikes shall be resorted to nly "after the failure of all honorable attempts at peaceful settlement." Moreover, the rules of local and national trade unions, almost without exception, provide for onciliatory negotiations with employers before a strike may be entered upon. If the union feels that it has a grievance it usually directs its regular officers or its busi- ness agent—if it has one—or a special "arbitration committee" to present the mat- ter to the employer. Such arbitration committees are sometimes permanently con- stituted, and in other cases are chosen especially to negotiate regarding the particu- lar matter at issue. These representatives of the union do not perhaps usually have power to make binding settlements upon other terms than those of the original demand. If these terms can not be secured, the propositions of the employer are reported back to the union, and frequently negotiations are continued until a com- promise is reached. Before a strike can actually be begun the rules of most unions require that a secret vote of all the members shall be taken, and in general a major- ity of two-thirds or three-fourths is required to authorize the cessation of employment.

Informal negotiation of this sort between employers and labor organizations is usually developed more highly and works more effectively in those trades in which the local unions are united into strong national bodies. When a national organiza- tion pays benefits to the members of local unions on strike, the national officers are naturally given a very considerable degree of control over the inauguration of strikes. The constitutions of well-established national unions usually refuse to sanction any strike unless all the following steps have first been taken: First, thorough efforts at

negotiation on the part of the local unions affected; second, a determination by a two-thirds or three-fourths majority of the local members, on secret ballot, to insist on the demands made; next, approval by the national officers of the position the locals have taken; and finally, the most exhaustive efforts on the part of these officers, in person or by deputy, to obtain a peaceful settlement of the dispute. These national officers are in many cases men of high intelligence and of long experience as to labor disputes. They are largely free from the personal feeling and the narrowness which are apt to characterize the local unions in their conflicts with employers. By their intervention, accordingly, they are often able to prevent strikes or to secure satisfactory settlement of disputes by conciliatory methods. Perhaps the most noteworthy success in this direction has been attained by the conservative and intelligent officers of the Bricklayers and Masons' International Union.

The formation of associations of employers in this country has lagged far behind the development of associations among workingmen. Gradually, however, doubtless in part under the pressure of organized labor, employers in not a few trades have come to realize the advantages of systematic action in their dealings with employees, not only in giving additional strength, but also in securing more uniform cost of labor and consequently more equal competition. Where such associations of employers exist conciliatory methods, both formal and informal, are more general than where employers deal as individuals with the unions.

MORE FORMAL SYSTEMS OF COLLECTIVE BARGAINING AND AGREEMENTS.

There are very many instances in which the informal methods of collective bargaining between employers and employees give place to somewhat more formal systems of a local character. It is especially common to find such bargaining resulting in written agreements prescribing the conditions of labor for a given period of time or indefinitely. While the existence of a written agreement does not always imply that collective bargaining has been developed to a higher degree than in cases where no such agreements are adopted, it is nevertheless true that usually where the practice of collective bargaining has been most thoroughly and successfully worked out, the results of the bargain are set forth in written agreements. Many of these written agreements also provide for the arbitration of minor disputes arising regarding the interpretation of their terms. The methods by which written agreements are adopted, their contents, and their bearing upon the relations of employers and employees, vary greatly in different cases. The reference of particular disputes to arbitration is not uncommon even where systematic collective bargaining and written agreements do not exist.

Local systems of collective bargaining and agreements between employers and employees have been most highly developed and have worked most successfully in those trades in which the employees are most strongly organized. Among these may be named especially the building trades, in which perhaps the practice is most general and most effective, the brewery, boot and shoe, baking, woodworking, and metal working trades, some branches of the clothing trade, and the transportation business. In the detailed report which follows will be found a description of the systems in force in these and other trades, so far as it has been practicable to obtain information concerning them. Copies of numerous agreements have been reproduced or summarized. It is not claimed that all of the trades in the United States in which the system is employed have been covered by this report. The investigations of the Commission have been necessarily largely confined to those labor organizations which are affiliated with national bodies, although the systems of agreements in the case of a considerable number of local organizations have also been described. From some of the national organizations, also, it has been impossible to obtain full information as to the practice of their affiliated locals in this regard. The precise extent of the practice of making written agreements regarding the conditions of labor, or of carrying on col-

lective bargaining in a formal manner, can not therefore be stated, but there can be little doubt that the conditions of labor are determined by such methods much more commonly than is ordinarily supposed.

Agreements with organizations of employers and agreements with individuals.—The extent to which a written agreement, regarding the terms of the labor contract, represents the result of genuine collective bargaining, of really conciliatory methods, differs greatly in different cases, depending especially upon the relative strength of the parties to the agreement. Collective bargaining is naturally most successfully developed where both employers and employees are strongly organized. It is a well-known fact, often lamented by employers, that the organization of the employing class has in most trades made much less advance than the organization of workingmen. Even where associations of employers do exist, they are often comparatively loose and can not control the actions of their individual members in their dealings with organized labor. Local organizations of employers in this country are most numerous and most vigorous in the building trades. In most of our large cities the masters in the more important of these trades are organized, in many instances with the openly expressed purpose of strengthening themselves in their dealings with labor. The organizations of employers in the bricklaying trade, and in the plumbing, steam fitting, and other closely allied trades, are perhaps especially effective. In the three trades just named the local organizations are to a greater or less extent affiliated with national associations. The National Association of Builders, while nominally covering all of the building trades, is largely composed of local associations of master bricklayers and masons. This organization, however, has not been very successful in attaining its objects or extending its scope.

Central organizations, including the employers' associations of different building trades in a single city, are also sometimes found. In most instances these central associations in the building trades have comparatively little to do with labor questions. In a few cases, however, they have been organized with the express purpose of aiding their affiliated bodies in their dealings with labor organizations. This was conspicuously true in the case of the Chicago Building Contractors' Council, which was established, according to its officers, in view of the necessity of counter-organization to face the powerful Building Trades Council, which had brought together practically all the labor organizations in the building trades of Chicago. A detailed account of the Building Contractors' Council and of its great struggle with the Building Trades Council is given in volume viii of the Reports of the Industrial Commission.

Local organizations of employers which concern themselves with labor questions are found also more or less frequently in several other important trades, such as, for example, the brewery, the granite and stone cutting, and the woodworking trades.

Where such local associations of employers exist over against strong labor organizations, the conditions of labor are very generally determined by collective bargaining and set forth in written agreements. These agreements, moreover, are usually more elaborate, and more often provide for the settlement of disputes as to interpretation by arbitration, than is the case with agreements between individual employers and labor organizations. It has indeed been repeatedly asserted by advocates of peaceful methods of adjusting the relations between employers and employees that it is essential that strong organizations should exist on both sides.

It is nevertheless true that in this country by far the larger number of written agreements prescribing the conditions of labor are made between organizations of workingmen on the one hand and employers acting individually on the other hand. Where this is the case, employers often complain that the agreements are in many instances very one-sided—that they represent merely concessions to the demands of strong labor organizations. It is beyond question true, as is evident from the terms of the agreements themselves and from the reports of employers and employees as to the methods of adopting them, that proposals as to the terms of a very large

of it than where the parties must first select arbitrators to act regarding their particular dispute.

The number of representatives of employers and employees, respectively, upon such local arbitration committees varies considerably. In perhaps a majority of instances there is one representative of the employer or employers and one of the employees. It is also quite common to have two members on each side. In the various agreements adopted at the close of the great Chicago building-trades dispute of 1900 provision was made for arbitration committees consisting in most cases of 5 members on each side. These Chicago agreements were especially detailed in their regulations regarding the methods of selecting the arbitration committee and the methods of its procedure. Each of the organizations agreed in advance that it would annually elect members of the committee. No person not actively engaged in the trade, no person occupying any other office in an organization of employers or employees except that of president, and no person holding any public office, is eligible as a member of a trade arbitration committee under these Chicago agreements. The umpire must be a person who is neither an employer of labor nor an employee, who is not identified with the building industry, and who is not an incumbent of political office. In general local agreements contain very few such specific provisions as to the arbitration committees. Such committees, however, almost always, either by definite rule or by custom, are composed of actual members of the trade, except, of course, in the case of the odd member or umpire.

Most of the joint agreements which provide for arbitration contain very few, if any, regulations regarding the methods of procedure. Usually it is tacitly assumed, even when there are two or more representatives of each side, that the settlement of disputes will be either by unanimous agreement or by reference to an outside arbitrator or umpire, rather than by mere majority vote of the immediate representatives of the parties. It is assumed that each side will act as a unit and that the decision will be arrived at by discussion. In a few instances, however, there are specific provisions that arbitration committees may act by a majority vote. This is the case, for instance, in the bricklaying trade of Boston, and it is also the case in the various Chicago building trades under the agreements adopted after the great lockout of 1900. These Chicago agreements further declare that the arbitration board shall meet monthly, and also on 3 days' notice of its president. In some agreements are found provisions limiting the time which the arbitration committee may consume in reaching the decision of any matter.

It is a frequent provision of written agreements as to the conditions of labor that no specific clause of the agreement itself shall be subject to arbitration. In other words, the judicial act of interpreting the agreement shall not override the *quasi*-legislative act of establishing the conditions of labor by collective bargaining. We have already pointed out that in some cases the duly constituted arbitration committee acts also as the representatives of the parties in carrying on their collective bargaining for the adoption of the general agreement itself, but it has also been seen that in most cases the arbitration committee proper is not granted this great power.

Agreements frequently declare that, pending the arbitration of disputed matters, there shall be no cessation of employment, and that the decisions of arbitrators shall be binding upon both parties. It is very rare, however, to find any definite method of enforcing the decision in case the parties to a dispute refuse to abide by it. In the absence of any such provisions the decision may be enforced with some degree of effectiveness by the respective organizations, as against their individual members, by the threat of excluding them from membership in the organization. When the refusal to abide by the decision is made by an entire organization, by one of the parties to the agreement as a party, there is obviously no method of enforcement, since such arbitration committees and their decisions have at present no legal standing. The rejection of the decision of arbitrators is indeed by no means uncommon. It occurs

theless, even in the United States, where the system of collective bargaining has been long in operation in any locality, it is usually true that the procedure has become, by custom, more or less systematic and formal. The negotiation is in practice made by representatives of the employers and employees who are more or less recurrently charged with this duty, and have thus acquired experience, and their methods of procedure become by habit somewhat uniform.

In some few instances the written agreements, which from time to time define the terms of the labor contract, contain also provisions as to the method of bringing about their own renewal. Thus the agreement in the bricklaying trade of New York intrusts the formation of the new agreement to the same committee which, under the existing one, has to do with settling minor disputes as to interpretation. The rules provide that this committee, which consists of 8 members on each side, shall hold a special meeting in January for the purpose of considering the agreement covering the year beginning May 1. Local written agreements indeed very often provide for the settlement of minor disputes by a committee consisting of an equal number of employers and employees, frequently with provision for reference of matters as to which they can not agree to an outside umpire. While the agreements seldom contain such a provision as that in the New York bricklaying trade, giving authority to the arbitration committees to establish future agreements, it is sometimes the case in practice that these arbitration committees, without any written rule to that effect, actually get together and act upon the adoption of the general agreements themselves. Such joint committees, where they consist of 4, 6, or more persons, equally divided between employers and employees, occasionally are authorized to act by majority vote, but usually it is expected that each side will act as a unit and that an agreement will be reached simply by compromise. This is, of course, the more likely to be the case where the point at issue is a general and wide-reaching one, so that neither party is willing that a single vote should turn the scale. It is, moreover, seldom true that an independent umpire is called in to decide concerning the general terms of the future labor contract, though this does occasionally happen, and in a few instances is provided for by the agreements themselves. Perhaps most often the adoption of the general agreements from time to time is simply the result of negotiation between representatives of the organizations of employers and employees selected in accordance with no particular rules. Each side sends its best men to represent it. The agreement is a bargain reached in the same way as any bargain between buyer and seller; the process is one of "higgling." The representatives of the two sides do not constitute one board, acting by a majority vote, but each side acts as a unit, and negotiations continue until all are prepared to accept the compromise which is reached. As we shall see, this is the actual form in which the process of collective bargaining usually works itself out in those trades where it has been introduced on a national scale, and apparently the same is true as regards local systems. So far as this is true, it is obviously unimportant whether the two parties to the bargaining process should be represented by an equal number of persons. It is only important that they should be duly accredited and acceptable agents of their respective constituents.

In this connection it should be noted that, in the absence of permanent written rules regarding the methods of collective bargaining, it is often, perhaps usually, the case that the committees or officers who meet for the discussion of the terms of the agreements have not the power to bind their respective organizations. Complaints are made by employers that agreements reached by committees of workingmen with whom they negotiate are frequently repudiated by the unions, or that the committees themselves profess not to have any final authority, so that the negotiations are indefinitely prolonged by constant reference to the votes of the unions. Workingmen sometimes present a similar complaint as regards the representatives of the employers. There are very few local systems of collective bargaining in which a

visions for the exclusive employment of union men are found also among other trades—for example, the baking, brewing, clothing, and meat-cutting trades.

In connection with provisions requiring employers to hire only union men, there are often detailed regulations in joint agreements regarding the rights of officers of the unions to inspect the working cards of employees or otherwise to transact union business. In some instances officers are granted very considerable liberties, while in others they are restricted from interference with the men while actually at work. In New York the joint agreement in the bricklaying trade, for instance, provides that no member of the union shall be discharged for inquiring after the cards of men working upon any job, and that the walking delegate shall not be interfered with in visiting any building under construction, while if the shop steward is discharged for inspecting the cards of bricklayers he shall at once be reinstated. The agreement of the bricklayers of Chicago after the lockout of 1900, on the other hand, declared that there should be no interference with the workmen during working hours, although another provision permitted the presidents of the unions to visit shops during working hours in order to interview the contractor, steward, or men at work, provided they should in no way hinder the progress of the work. It will be observed that the two agreements just referred to both recognize the steward, the representative of the workmen on particular jobs. Provisions of a similar character recognizing shop committees, stewards, or other shop representatives are quite common in the joint agreements in the building trades and in some other trades. They virtually establish a channel of communication between the employer and his men as to minor matters.

Correlatively with provisions regarding the exclusive employment of union men, not a few joint agreements provide that members of the union shall work exclusively for members of the association of employers. The purpose of such a provision is to hamper employers who are disposed to compete "unfairly" with those in the association, by the cutting of wages or the offering of other inferior conditions of labor. While such outside employers may be able to get part of their work done by nonunion men at less than union rates, they are likely to require the assistance of union men on particular kinds of work or at particular times when the supply of nonunion men is insufficient. If employers can then prevent them from obtaining the aid of union men they can often prevent them from extending their business or from undertaking certain tasks at all. Contracts of this sort, usually known as exclusive agreements, have been adopted at different times and at different places in most of the building trades, and occasionally in some of the other trades.[1] They are quite distinctly unpopular with the workingmen, who declare that they strengthen the employers' organizations unduly, and tend to produce a monopoly of the business in comparatively few hands. Provisions in the constitutions of the United Brotherhood of Carpenters and of the Bricklayers and Masons' International Union now prohibit local unions from entering into such exclusive alliances, and the plumbers report that the system is gradually being discontinued in their trade.

Somewhat similar to the clauses providing that union men shall work only for members of the employers' associations are those prohibiting union men from working for less than the union rate of wages or under other conditions more unfavorable than are prescribed in the agreements. This arrangement tends to prevent employers who do not belong to the employers' organization, or who refuse to sign agreements, from taking advantage of any oversupply of union labor by employing union men under conditions which give them an advantage in competition over employers who comply with the conditions of the joint agreement. It also tends to prevent employers who are parties to an agreement from secretly violating it. Provisions of this sort are, perhaps, more frequently found than the exclusive-employment clauses.

[1] See, for example, the agreements, described below, of the St. Louis plumbers, the New York pipe fitters, marble workers, and roof and sheet-metal workers. Such provisions were formerly common in the Chicago building trades (see vol. viii, p. lxv).

LOCAL ARBITRATION, CONCILIATION, AND MEDIATION.

Local arbitration or conciliation of disputes, like arbitration and conciliation on a larger scale, may be practiced regularly under a general agreement to submit all matters as to which the parties themselves can not agree to such settlement, or, on the other hand, it may take place only in particular instances from time to time without such general agreement. When provision is made for the reference of all disputes as to matters concerning the interpretation of the labor contract, in the last instance, to arbitration, it is usually found in connection with the system of collective bargaining and written agreements regarding the general conditions of labor. It is seldom the case that employers and employees agree to submit minor matters as to the interpretation of the labor contract to arbitration, unless that contract itself has been adopted by collective bargaining. As a matter of fact, a very large proportion of the local agreements, which were described above, contain provisions for the settlement of minor disputes which may arise under them by conciliation or arbitration—the latter term being the one ordinarily applied, even where the procedure is more in the nature of conciliation. The most common form of machinery provided for the settlement of these disputes is the following:

The parties to any particular dispute which may arise are bound, in case they can not agree between themselves, either to select one or more persons to act as an "arbitration committee" for that dispute, or to refer it to a permanent committee composed of an equal number of persons chosen by the organizations of employers and employees, respectively. If these representatives of the parties can not agree, they are to select some impartial person to act as an "umpire" or odd member of the board, or to call in an umpire previously agreed upon as the ultimate arbitrator of all disputes. The umpire either alone renders a decision, or he sits in conjunction with the other members and they arrive at a decision by majority vote. It is especially noteworthy that in nearly all instances where written agreements provide for the settlement of disputes as to interpretation arising under them, they permit the ultimate decision of the differences by an impartial umpire. This is the case in the agreements of the bricklayers of Boston and New York, and in other agreements in this trade very commonly throughout the country. All of the agreements adopted after the Chicago building-trades lockout of 1900 contained similar provisions. The same is true of the agreements of the structural-iron workers of New York, the roofers and sheet-metal workers, the marble workers, the steam and hot-water fitters, and several other trades in the same city. We find also that it is very common to provide for ultimate reference to outside arbitrators in the agreements in the baking, brewing, metal-polishing, woodworking, granite-cutting, and many other trades. Only rarely are found provisions for the settlement of disputes exclusively by committees of equal numbers of representatives of the parties themselves. The agreement in the plumbing trade of St. Louis is one providing for this system only.

It is obvious that the system of arbitrating minor disputes which arise under written agreements is apt to be especially effective where the arbitration committees are permanent rather than temporary. It is more common, probably, to find provisions for establishing arbitration committees for each particular dispute. In not a few instances, however, especially where the organizations of employers and employees are strong and where the agreement system has been highly developed, we find joint committees, chosen by the organizations themselves in a more or less formal manner, which remain in office for the entire period of the agreement and have jurisdiction over all disputes. In some of these cases the umpire is selected in advance for the entire period, while in other cases the umpire is chosen only to act in particular disputes where the representatives of the organizations themselves fail to agree. The advantage of a permanent joint committee consists not merely in the fact that its members become more experienced; but especially in the fact that, since the machinery is always ready to hand, there is likely to be a stronger disposition to make use

the following facts holding true as regards most of the important national systems in the United States, though there are exceptions to each of the statements:

(1) It is not required that the representatives of the respective parties shall be equal in number.

(2) Action is taken by compromise leading to unanimous agreement rather than by majority vote.

(3) Persons outside the trade are not called in to decide authoritatively general questions as to which the parties can not agree.

(4) The number of conferees is usually quite large, although part of the more detailed work of reaching an agreement is often referred to smaller committees.

It is obvious that the reason why, generally speaking, the above statements apply to the several systems of joint conferences and agreements is, that neither employers nor employees are usually willing to permit the determination of the general conditions of the labor contract in any other way than by negotiation and agreement of the parties in interest themselves. Each side wishes to feel satisfied that the agreement reached represents the best compromise, which, with all its skill in "higgling," it is able to secure. The representatives of employers and employees, respectively, naturally act as a unit in most cases. While individual representatives may differ as to the position to be taken, their differences are largely discussed with their own associates in private rather than made known in open joint conference. Each side is likely to present in the first instance a general proposition supported by all of its members, and the ultimate terms reached represent a compromise between these two extremes. The process is very similar to that by which any bargain is struck between two individuals or corporations approximately equal in economic power.

Even where, as is usual in the glass trades and the stove-foundry trade, pains are taken to have an equal number of representatives from each side in joint conferences, and where nominally action may be taken by majority vote, in practice the representatives of each side still act largely as a unit, and agreements are reached rather by elaborate informal bargaining, by which ultimately a general consensus is reached, than by formal voting on questions at issue. In the bituminous coal trade it has been specifically provided by the rules of each of the four interstate conventions that all formal actions must be taken, both in the general convention and in the smaller scale committee, by unanimous vote. This is, in fact, the practice in several of the other trades having national systems of collective bargaining. There is little doubt that a satisfactory settlement of differences is quite as likely to be reached under such a provision as where the rules nominally permit action by a bare majority.

The fact that none of the systems of collective bargaining above named provide for the reference of general matters, as to which the conferees can not agree, to the decision of impartial arbitrators is but one of many indications of the very widespread feeling among both employers and workingmen in the United States that such important matters as these should not be intrusted to persons unfamiliar with the conditions; that they are matters for bargaining rather than for judicial decision. The same is true, only to a slightly less extent, in Great Britain.

It is obviously desirable that conferences intrusted with a task so complicated and so important as the determination of the conditions of labor in an entire industry should be thoroughly representative of the employers and employees. Only thus can the positions taken by each side in a conference represent correctly the desires of their constituents; or can the terms of the agreements reached and the motives which lead to their adoption be generally understood and approved by the great body of the workingmen. This is the reason why we find that the conferences in all of the trades, in which the system of collective bargaining is conducted on a large scale, are composed of a very considerable number of delegates. The largest of all is the interstate conference in the bituminous coal industry. This is held immediately

however, less frequently than is sometimes supposed. Where the system of collective bargaining and arbitration has become established for a considerable length of time, both parties recognize what a disadvantage to themselves and to the trade generally would result from a complete breakup of the system because of refusal to carry out agreements or the decisions of arbitrators. It is where the system of collective bargaining itself is but little developed and works more or less intermittently that the decisions of arbitrators are apt to be violated.

Among the very few joint agreements which contain definite provisions for the fining of persons who refuse to carry out the decrees of the arbitration committee, are those in the Chicago building trades already referred to. These provide that any member violating any part of the agreement, or violating any decision of the arbitration board, shall be subject to a fine of from $10 to $200, to be collected by the officers of his own organization, and paid to the treasurer of the joint board. If the fine is not paid by the offender, it shall either be paid by the organization to which he belongs, or in lieu thereof it shall suspend the offending member until he pays.

Arbitration in the absence of collective bargaining.—Although conciliation and arbitration regarding minor disputes arising as to the interpretation of the labor contract are usually found in connection with systems of collective bargaining for the determination of the contract itself, there are frequently individual disputes which are referred to arbitration by private individuals in the absence of formal arrangements for collective bargaining. (Arbitration by State boards is discussed below.) Thus a group of unorganized workingmen in a particular establishment may make a demand and, though usually only after a prolonged strike, the parties may agree to submit the question to the decision of an impartial arbitrator. The point at issue in such a case may be either a minor matter of interpretation, or it may, though more rarely, involve the general conditions of labor. Still more frequently, probably, are matters referred to arbitration in trades where workingmen are organized, but where they do not ordinarily carry on collective bargaining in a systematic manner with the employers. It is impossible to reach any generalizations as to the methods employed in the settlement of disputes under such circumstances, or as to the extent to which the practice prevails. It is certainly comparatively rare for disputes arising under these conditions to be referred to arbitrators. On the other hand, informal negotiation or conciliation between employers and employees regarding minor matters of dispute naturally occurs quite frequently, even although collective bargaining is not carried on in any regular and recurrent fashion.

III. FORMAL NATIONAL SYSTEMS OF COLLECTIVE BARGAINING AND ARBITRATION.

EXTENT OF COLLECTIVE BARGAINING SYSTEMS.

The practice of collective bargaining, conciliation, and arbitration has within comparatively recent years been introduced in several very important trades on a much more wide-reaching scale than in the trades hitherto considered. There is a distinctly growing movement in favor of such methods as between organizations of employers and employees covering an industry throughout the country, or throughout large sections where the conditions of business are generally similar. It is scarcely necessary to point out that the existence of such wide-reaching systems of collective bargaining and arbitration implies a reasonable degree of organization on the part of both employers and employees. Indeed, the labor organizations concerned in these systems are among the strongest in the country. The employers are usually less formally organized, but being relatively much fewer in numbers, they are able to act together in harmony without so much machinery of organization as is necessary among the men.

Several, and perhaps the most important, of these wide-reaching systems for promoting industrial peace are those whose chief object is the adoption from time to time of agreements concerning the general conditions under which labor shall be performed, and which only secondarily seek to settle by conciliation or arbitration disputes which arise as to the interpretation of the labor contract, usually leaving these largely to local arbitration and conciliation. Of such a character is the system in vogue in the iron and steel trade in those establishments which recognize the Amalgamated Association of Iron, Steel and Tin Workers and deal with it. This system took its origin in a sliding scale agreement for iron puddlers established as far back as 1865. In the case of several branches of the trade, where the conditions are fairly uniform throughout the country generally, uniform agreements regarding wages and conditions of labor are adopted which cover all union mills; while in other branches, on account of differences in local conditions, separate agreements for individual establishments are made. In the tinning works a system of collective bargaining has been adopted between the associated employers and the recently organized Tin Plate Workers' Protective Association, which is very similar to that in the iron and steel trade proper. Within the past 10 or 15 years the system of conferences and agreements has been put in force in the various branches of the glass trade—flint glass, window glass, green glass, and plate glass. In all of these branches a very large proportion of the establishments throughout the country are "union plants," and are covered by the terms of the uniform agreements.

In the pottery trade local conferences between employers and employees, of a somewhat informal character, have long been held and joint agreements adopted. In 1900, representatives of the National Brotherhood of Pottery Operatives met the leading manufacturers at Pittsburg in conference and adopted a uniform scale of wages for the entire country. The operatives in some of the leading branches at Trenton, N. J.—one of the chief centers of the industry—refused to be bound by this agreement and left the national union. The system is perhaps not yet sufficiently developed to merit detailed discussion.

By far the largest number of persons represented in a single system of collective bargaining are the bituminous coal miners of the four great "central competitive districts"—western Pennsylvania, Ohio, Indiana, and Illinois. Various earlier and less successful attempts were made to establish such an interstate conference system, but the present highly successful system dates only from 1897. State and district conferences and agreements of a similar character, but on a less extensive scale, have also been established in most of the coal-producing regions outside the central competitive field.

The recently formed organization of longshoremen, which is especially strong on the Great Lakes, has been able, during the past two or three years, to bring about annual conferences and written agreements with the managers of the ore and coal docks at Lake Erie ports, with the lumber shippers at the upper lakes and with various other smaller organizations of employers and individual employers.

There are three or four other trades in which wide-reaching organizations of employers and employees have introduced methods for the promotion of industrial peace, which lay much stress on the settlement of particular disputes by arbitration and conciliation, to be at first carried on locally, but with ultimate appeal, if necessary, to tribunals of national scope. The most successful of these systems is in the stove-foundry trade, where it was introduced by an agreement between the Stove Founders' National Defense Association and the Iron Molders' Union in 1891. In this trade there is a system of collective bargaining for the adoption of annual agreements covering wage scales and conditions of labor throughout the country, but a conspicuous feature is the permanent agreement providing for the formal settlement of particular disputes, arising from time to time, by local and national boards of conciliation or arbitration. The arbitration feature of the system was copied closely in an agree-

t between the Iron Molders' Union and the National Founders' Association in
3, but in this case no attempt was made to adopt national agreements regarding
general conditions under which labor shall be performed, although such agree-
nts are very commonly adopted by local or district conferences in the trade. The
ional Metal Trades Association and the International Association of Machinists,
r the great strikes in Chicago, Cleveland, and other cities in the spring of 1900,
pted at New York an agreement providing for a system of conciliation very simi-
to that in the foundry trades. Moreover the first conference, by which the sys-
n was established, adopted a general agreement prescribing the hours of labor and
ious other conditions throughout the country, but with the specific understanding
t the making of wage scales should be left to local conferences. This system in the
chinery trade, as is well known, was broken up by the general machinists' strike
1900.

The most recent movement toward national arbitration and conciliation is found in
e printing trade, an agreement having been adopted by the American Newspaper
ublishers' Association and the International Typographical Union in March, 1901.
n the printing trade the practice of adopting agreements covering the conditions of
bor in separate establishments or localities has long been employed. The arbitra-
ion system introduced provides that, so far as employers are willing to agree with
cal unions to resort to arbitration, disputes regarding the adoption of these local
greements, or especially regarding their interpretation, shall be referred first to
ocal arbitration and ultimately to a national board.

METHODS OF ORGANIZATION AND PROCEDURE IN COLLECTIVE BARGAINING.

In the case of the trades which lay most stress upon collective bargaining as dis-
inguished from conciliation and arbitration—the mining, iron and steel, glass, and
ongshore trades—there is no written constitution or permanent treaty between the
rganizations of employers and employees establishing a definite organization and
method of procedure, for the conferences by which the general agreements are
dopted, or for boards of arbitration and conciliation. On the other hand, the sepa-
rate constitutions and rules of the organizations of employers, and more particularly
those of the organizations of employees, do provide more or less formally for the
maintenance of the system, usually prescribing methods for the selection of confer-
ence committees and regulating their methods of procedure in a general way, although
much is still left to unwritten custom. Even in the absence of any written joint
rules of a permanent character, custom has usually introduced fairly permanent and
uniform practices of collective bargaining. There can be little doubt, however, that
misunderstandings would in some cases be avoided, and the continuance of the sys-
tem would be more fully guaranteed, if the practice, so common in England, of
adopting formal constitutions and rules for joint committees and conferences should
be introduced here.

In order to appreciate the significance of the practices of these various trades as
regards the organization and methods of procedure of joint conferences, it is neces-
sary to hold clearly in mind the fundamental nature of the task which these confer-
ences set for themselves. They are not boards of arbitration or conciliation. It is not
their function to act judicially in the interpretation of existing rules and practices,
nor by conciliatory methods to bring about an agreement as to minor and local
matters. They meet for the purpose of bargaining collectively regarding the general
conditions on which labor shall be performed throughout the trade. Their work is
in a sense to be considered legislation. More strictly speaking, it is simply negotia-
tion between two parties, through their representatives, for the formation of a
contract.

It is because of this very nature of the collective bargaining process that we find

the following facts holding true as regards most of the important national systems in the United States, though there are exceptions to each of the statements:

(1) It is not required that the representatives of the respective parties shall be equal in number.

(2) Action is taken by compromise leading to unanimous agreement rather than by majority vote.

(3) Persons outside the trade are not called in to decide authoritatively general questions as to which the parties can not agree.

(4) The number of conferees is usually quite large, although part of the more detailed work of reaching an agreement is often referred to smaller committees.

It is obvious that the reason why, generally speaking, the above statements apply to the several systems of joint conferences and agreements is, that neither employers nor employees are usually willing to permit the determination of the general conditions of the labor contract in any other way than by negotiation and agreement of the parties in interest themselves. Each side wishes to feel satisfied that the agreement reached represents the best compromise, which, with all its skill in "higgling," it is able to secure. The representatives of employers and employees, respectively, naturally act as a unit in most cases. While individual representatives may differ as to the position to be taken, their differences are largely discussed with their own associates in private rather than made known in open joint conference. Each side is likely to present in the first instance a general proposition supported by all of its members, and the ultimate terms reached represent a compromise between these two extremes. The process is very similar to that by which any bargain is struck between two individuals or corporations approximately equal in economic power.

Even where, as is usual in the glass trades and the stove-foundry trade, pains are taken to have an equal number of representatives from each side in joint conferences, and where nominally action may be taken by majority vote, in practice the representatives of each side still act largely as a unit, and agreements are reached rather by elaborate informal bargaining, by which ultimately a general consensus is reached, than by formal voting on questions at issue. In the bituminous coal trade it has been specifically provided by the rules of each of the four interstate conventions that all formal actions must be taken, both in the general convention and in the smaller scale committee, by unanimous vote. This is, in fact, the practice in several of the other trades having national systems of collective bargaining. There is little doubt that a satisfactory settlement of differences is quite as likely to be reached under such a provision as where the rules nominally permit action by a bare majority.

The fact that none of the systems of collective bargaining above named provides for the reference of general matters, as to which the conferees can not agree, to the decision of impartial arbitrators is but one of many indications of the very widespread feeling among both employers and workingmen in the United States that such important matters as these should not be intrusted to persons unfamiliar with the conditions; that they are matters for bargaining rather than for judicial decision. The same is true, only to a slightly less extent, in Great Britain.

It is obviously desirable that conferences intrusted with a task so complicated and so important as the determination of the conditions of labor in an entire industry should be thoroughly representative of the employers and employees. Only thus can the positions taken by each side in a conference represent correctly the desires of their constituents; or can the terms of the agreements reached and the motives which lead to their adoption be generally understood and approved by the great body of the workingmen. This is the reason why we find that the conferences in all of the trades, in which the system of collective bargaining is conducted on a large scale, are composed of a very considerable number of delegates. The largest of all is the interstate conference in the bituminous coal industry. This is held immediately

after the annual national convention of the United Mine Workers, and practically all of the delegates to that convention from the four States covered by the system are delegates also to the joint conference. On the other hand, any mine operator from these States who sees fit to do so may attend the conference. Usually several hundred persons on each side are present, and there is no attempt to make the number of delegates equal. It is, however, provided that in the actual determination of the terms of the agreements each side shall have four votes from each State represented. The object of this arrangement is merely to equalize the strength of the States themselves, so far as votes may be taken by the employers or the employees separately. It has no significance as regards the relations between operators and miners, since all action must ultimately be taken by a unanimous agreement of both sides. Of course it would be difficult for such a large body as the general conference to act definitely and promptly. It is said especially that no individual delegate, in the presence of all his fellows, is likely to be willing to vote to make concessions from the original demands. Accordingly, a smaller scale committee, composed of 16 members on each side, is constituted, and it is this committee which thrashes out the final agreement and refers it for approval to the general conference. Unanimous agreement is required in the votes of this committee also. The advantage of having a large number of delegates present is that the matters at issue can be discussed fully in open convention, so that the representatives of employers and employees from each locality throughout the four States are enabled to understand the points at issue and to grasp the arguments on both sides. The members of the smaller scale committee are able also, from the speeches in the general conference and from separate meetings of the delegates of their own side, to ascertain just what the spirit and the desires of the great body of their constituents are. The work of the joint convention becomes in a certain sense similar to that of our State legislatures, which are composed of large numbers of representatives from the various localities, and which intrust the drafting of bills and the adjustment of matters of detail to committees, while reserving to the general body the right to guide the actions of the committees and to accept or reject the bills presented by them.

The practice of the International Association of Longshoremen, in its conferences with the various organizations of employers, seems to be very similar to that in the mining industry, although the fact that the number of persons affected by the agreements is much smaller makes it unnecessary that the conferences should be as large as in the mining industry.

In the case of the iron and steel and the glass trades the representative character of the conferences by which the annual agreements are reached is secured largely by the establishment of separate or branch committees for the distinct branches of the trade. These branch committees themselves usually consist of a considerable number of persons, ranging from 5 to 20 or more. They negotiate separately in the first instance as regards matters concerning their respective branches, but usually, if they fail to agree, reference is made to a general committee, which in most cases is composed simply of all the branch committees acting together.

In two trades general agreements have been adopted by relatively small numbers of representatives. Thus in the stove foundry trade the collective bargaining is intrusted to the same "conference board," composed of the presidents of the national organizations of employers and of employees and of three other persons on each, which arbitrates in minor disputes. It is probable, however, that other representatives of the respective organizations also attend the conferences, but with no voting power.

As already pointed out, the conference of the National Metal Trades Association and the International Association of Machinists, which met in May, 1900, besides establishing a system of conciliation as to minor matters, adopted an agreement defining part of the terms of the labor contract throughout the country, but leaving

the settlement of wage scales to the local districts. It seems not improbable that one of the chief reasons why this system broke down so soon was because this agreement was drawn up by a few executive officers of the respective organizations of employers and employees, and not by a widely representative conference. It appears that some of the terms of the agreement were but little understood by many of the local unions, and certainly were by no means approved by them. It is even asserted by the National Metal Trades Association that the officers of the machinists' organization permitted garbled copies of the agreement, omitting some of the unpopular clauses, to be circulated among the local unions, while it has been suggested by representatives of the International Association of Machinists that there was an understanding with the employers that some of the terms of the agreement were to be kept confidential between themselves. If either of these statements is correct, the disastrous results which followed serve to emphasize the desirability, almost the necessity, that collective bargaining regarding the conditions of labor of scores of establishments and thousands of men should be carried on by the most thoroughly representative conferences, with thorough publicity. Had each local union been represented in the machinists' conference of May, 1900, the very same terms of agreement might perhaps have been reached, but they would have been understood and approved generally, and there would have been much less difficulty in carrying them out.

An interesting question as to the conferences between employers and employees regarding the general terms of labor contracts involves the extent to which the committees on each side are granted authority to reach a binding agreement without further reference to the organizations by which they are chosen. As we have pointed out, there are no written permanent agreements prescribing the powers of these joint committees in the trades under consideration. The constitutions of organizations of employers and employees which participate in these systems usually do not definitely authorize their committees to enter into binding agreements directly, and sometimes specifically deny them that power. The constitution of the Amalgamated Association of Iron, Steel and Tin Workers indeed grants to the conference committees of the union no power to depart from previous instructions of the annual convention, though the committees may refer back questions to general referendum vote. Practically the same is true in the glass trades. In practice the action of conference committees on each side in these trades is more or less independent. The committees of course act under the instructions of their organizations as to the demands which should be presented, but they are permitted to make concessions in order to reach an agreement. Sometimes, to be sure, no agreement is reached and a strike ensues. It is especially convenient in many ways to have the joint conferences themselves, as in the coal mining and longshore industries, so widely representative of their organizations that reference to other methods of ascertaining the will of the constituents shall be unnecessary. The referendum vote by local organizations is apt to be an especially cumbersome affair, tending to delay the reaching of an agreement.

In some, if not all, of the branches of the glass trade an interesting arrangement has been established for ascertaining the will of the respective organizations as to the terms of the annual agreement. The local unions of employees and the individual manufacturers present to their respective organizations, a considerable time in advance of the adoption of the annual agreements, their various propositions for changes in the conditions of labor. Preliminary conferences are then held between the respective committees, in which these demands are discussed. Often the committees virtually agree as to the modifications which shall be made. In other instances matters of difference are developed. In either case the committees report to the separate conventions of their organizations, held usually in June, and the proposed terms of the new agreement are there discussed. Each organization gives instructions to its

committee either to accept the terms agreed upon in the preliminary conference or to depart from them, and also instructions concerning matters as to which an agreement has not been reached in advance. A final conference is then held between the respective committees. If matters of difference are then found to exist, the discussions of the conference are prolonged until an adjustment, satisfactory to the committees on each side, is reached. It is believed by those in the glass trade that this system of preliminary conferences is especially advantageous in giving ample time for consideration of the terms of the proposed agreements, and in making possible a consultation with the general body of each organization regarding the attitude to be taken. Somewhat similar preliminary conferences are also held at times in connection with the adoption of sliding scales in the iron and steel industry.

NATURE OF AGREEMENTS AS TO CONDITIONS OF LABOR.

In all of the trades under consideration the national agreements reached by the processes of negotiation which we have been describing provide for the conditions of labor for a single year only. The contents of the agreements are similar in a general way to those of the local agreements which were described above. In the bituminous coal industry, where the local conditions in various States and mining districts differ greatly, the interstate agreement covers only a few important points. The 8-hour day has been provided for in each of these annual agreements so far reached. They have also provided for payment of wages on the basis of unscreened or run-of-mine coal in Illinois and part of Indiana, and have established a fixed differential for rates upon screened coal as compared with run-of-mine coal in the other mining districts. Finally, they have established a base price for pick mining in the four States, suited to conditions in certain typical districts, but subject to modifications in accordance with local peculiarities in other districts. One of the prime objects of the system of annual agreements in this industry has been to equalize the conditions of competition as between operators in different sections. The details of wage scales and of the methods of mining are left to adjustment by State and district conferences. Some of these local agreements are very elaborate, particularly the Illinois State agreement, which regulates almost every detail of mining conditions and methods.

In the glass trades, on the other hand, there are no such marked differences in the conditions of business in different localities. For this reason uniform agreements for all factories, where employers recognize the workingmen's organizations, are usually adopted by the general conferences, though in some cases different agreements are made for different districts. These agreements consist chiefly of elaborate piecework scales, providing rates for each of the very numerous articles manufactured, and regulating the hours of labor, apprenticeship, the employment of unskilled labor, and other conditions. The agreements between the International Longshoremen's Association and the Lake Erie Dock Managers provide for uniform hours of labor and uniform rates for performing such classes of work as are covered by the agreement system, especially in the handling of coal and ore at Lake Erie ports and in the handling of grain at Buffalo. An especial feature of these longshoremen's agreements is the form of productive cooperation which is virtually established by them. The local unions practically become contractors for the loading and unloading of vessels. The agreements in other branches of longshore work are similar in a general way.

The agreements between the Amalgamated Association of Iron, Steel, and Tin Workers and their employers consist chiefly of piecework wage rates based upon the sliding-scale system. This is the only trade in the United States in which sliding scales have been permanently introduced. As the prices of bar iron, steel, tin plate, etc., vary, the rates paid to different classes of workingmen for producing a ton or other given quantity of the product vary in a definite ratio. Thus, by a recent agree-

ment covering the manufacture of sheet steel, fixed rates for doing various classes o work were established on the basis of a price of 2¼ cents per pound for certa classes of sheet steel. With each advance of one-tenth of a cent (equal to 4 pe cent on the base) wages were to go up 2 per cent, and for each decline of one-tent of a cent they were reduced 2 per cent. Both employers and employees hav usually seemed to be well satisfied with the working of the sliding-scale system although the workingmen insist upon the establishment of a minimum belo which wages shall not fall, holding that, while it is possible for an employer to g without profits, it is not possible for a laborer to go without living wages.

The agreements made between the Tin Workers National Protective Associatio and the tin-plate manufacturers are somewhat similar to those of the Amalgamate Association, but do not provide for the sliding-scale system.

In the case of the Stove Founders National Defense Association and the Iro Molders Union we find the somewhat unusual practice of establishing certain rul regarding the conditions on which labor shall be performed by permanent agre ment, while wage scales and other matters are left to the annual agreement. Th most important of these permanent provisions relate to apprenticeship and to th tools which shall be furnished workmen by the employers. Others provide for th fixing of piece prices on new articles not covered by the general scale and for oth similar matters.

Several of the general agreements in the trades under consideration contain prov sions of some sort with reference to the position of union men. In the glass trad and (at least prior to the strike of 1901) in the iron and steel trades, so far as th labor organizations are recognized at all in the establishments, only members the organizations are employed. In one or two cases a clause to this effect exists the written agreement, but in other cases apparently this is considered superfluou The recent great strike of the Amalgamated Association, as is well known, turne in part on the question of the extension of the organization into mills which we previously nonunion. It will not be appropriate in this connection to discuss the pr priety of the position taken by either side. It appears, though newspaper accoun differ, that the Amalgamated Association desired to compel the United States Ste Corporation to sign agreements and scales covering uniformly all the plants co trolled by the corporation in certain branches of the trade. It is stated that th Amalgamated Association subsequently modified the demand that all the men i the plants hitherto nonunion should be forced to become members of the unio but insisted only that the association should have the privilege of attempting organize them, and that the scale fixed by the joint agreement should apply to a men, union and nonunion, alike.

The general agreements in the stove foundry and foundry trades contain no pro sions regarding the exclusive employment of union men, and as a matter of fact no union men are in some instances employed side by side with union men. Th agreement of the machinists, adopted in May, 1900, contained a distinct provisi that there should be no discrimination against union men, but that the union wou not insist on their exclusive employment. The disapproval of this latter provisi by many of the local unions was perhaps in part instrumental in bringing about th breaking up of the agreement system in this trade. In the agreements of the lon shoremen there are clauses providing that only members of the union shall employed, unless the union is unable to furnish a sufficient number of compete men. The interstate agreements in the bituminous coal industry have nothing say about the rights of union men, but the scales provided apply to all employe whether members of the union or not. Apparently in many localities and distric the union succeeds in enforcing the demand that only its members shall be employ as miners, and the Illinois State agreement by implication seems to concede th demand.

ARBITRATION AS TO SPECIFIC DISPUTES.

In several of the systems designed primarily to secure collective bargaining regarding general labor conditions, provision is also made for the settlement of minor and local disputes arising from time to time, especially as to interpretation of the general agreement. The methods of adjusting these disputes are much less formally provided for in these trades than in the three or four where conciliation and arbitration as to specific disputes are the chief feature in the relations of national organizations of employers and employees, and less formally, too, than is usually the case in those trades in Great Britain where the practice of conciliation and arbitration exists. It is, of course, true that when the general conditions of labor for a given industry are quite minutely regulated by an annual agreement, occasions for dispute between employers and employees are very much less likely to arise than where the conditions of labor are determined between individual employers and their men, or at most by local organizations only. Thus in the glass trades it is stated that disputes as to minor matters are comparatively rare. The joint annual agreements in these trades prohibit cessation of work or violation of their own terms. Differences as to interpretation or as to the prices for newly introduced articles may indeed occur, although the annual agreements are so detailed and specific that such differences are apt to be very few.

In the glass-bottle trade such minor disputes, so far as they can not be adjusted between the parties immediately in interest, are settled informally by the same joint committee which adopts the annual scales. In some of the divisions of the flint-glass trade local committees, composed of an equal number of employers and employees, are provided for by the annual agreements, and minor disputes are settled by these committees. The agreements of the longshoremen and the dock managers provide that local disputes which can not otherwise be settled shall be referred to local arbitration, not by permanent boards, but by boards selected by the parties for each particular difference.

It has been felt as a special lack in the bituminous coal trade that, at least in most mining districts, there is no effective method for disposing of the minor disputes which arise from time to time. There is especially no permanent joint committee for the entire central competitive field to which differences arising in connection with the interstate agreement may ultimately be referred. However, it is especially in regard to conditions in particular sections or localities that differences of this minor character are most apt to occur, and fortunately a growing movement is manifest toward establishing State and local machinery for arbitration in this industry. In the bituminous district of Indiana, as well as in the block-coal district of that State, local agreements provide for the arbitration of all disputes of this character, the procedure being very similar to that adopted by the longshoremen. In Illinois elaborate provision is made for trade arbitration as to local disputes. The joint annual agreement in this State specifically directs that any local trouble shall be referred in the first instance to the local officers of the mine and of the miners' organization, with ultimate appeal, after two or three intermediate stages, to the State officers of the United Mine Workers and the representative of the Illinois Coal Operators' Association. No arrangement is made for the calling in of a disinterested person in case of failure of these officers to agree. Some disputes have been referred to the national president of the United Mine Workers, Mr. Mitchell, in conjunction with Mr. Justi, commissioner of the Illinois Coal Operators' Association.

In the iron and steel trade the constitution of the Amalgamated Association of Iron and Steel Workers directs the formation of mill committees to represent the employees in dealings with employers as to minor matters. Manufacturers who enter into agreements with the organization bind themselves to recognize this mill committee. In case of failure to reach a settlement locally the matter is to be taken

up by the district officers of the Amalgamated Association in connection with the mill management. Although there is no provision for ultimate reference to a formally constituted joint board of employers and employees or to an outside arbitrator, it is stated that the spirit of employers and employees is usually such as not to tolerate a cessation of work on account of local differences in plants where the Amalgamated Association is dealt with. In the manufacture of bar iron an adjuster is employed by the associations of employers and employees, whose duty it is to investigate differences as to the prices of products which become the basis for the sliding scale of wages. This adjuster has very considerable powers of inspecting the accounts of the various plants, and it is stated that his work has usually been very successful. It is of a technical administrative character rather than judicial. Nevertheless, the adjuster seems to be able in many instances to bring about a satisfactory settlement of differences of a somewhat more general character.

The tin workers' agreement with the American Tin Plate Company provides for settlement of disputes by negotiations between the "mill committee" of the men and the employer, with appeal to the district officers of the union and the district manager, and ultimately to the same joint committee which adopts the annual agreements.

As already pointed out, there are four trades in which systems of arbitration as to specific disputes have been established in a formal manner and on a national scale. These are the stove-molding trade, the general foundry trade, the machinists' trade (now not in existence), and the printing trade. It is noteworthy that in all of these cases the system is established by a permanent written agreement between organizations of employers and employees, and does not rest, as in the trades hitherto discussed, on the annual agreements regarding the conditions of labor, or on mere custom or tacit understanding. These permanent agreements in the first three trades named prohibit altogether strikes and lockouts on the part of members of the organizations and provide for the settlement of all differences by joint committees. In the printing trade, on the other hand, the system of arbitration applies only in the case of such employers as enter into contract with unions to be subject to it.

It is noteworthy among the four trades just named that only in the case of the printing trade is there provision for referring to an outside person disputes as to which the direct representatives of the organizations of employers and employees can not agree. In the stove-foundry, the general foundry, and the machinists' trades we find systems of trade arbitration and conciliation in the strict sense. In these trades the agreements declare that the parties to all disputes shall endeavor to come to an amicable understanding among themselves before appealing to a higher tribunal. If they fail to agree, the dispute is to be referred to representatives of the respective organizations in the several large districts into which the country is divided. In the stove-foundry trade the final appeal is to the presidents of the respective national organizations of employers and employees or to delegates designated by them, but if these two can not decide the matter satisfactorily to themselves they may, by mutual agreement, summon a conference committee consisting of three members, previously elected by each organization for an annual term. In the general foundry trade the presidents of the respective organizations, or their representatives, act always, when formal decisions are to be rendered, in conjunction with two other members of each association. Doubtless in practice the presidents attempt to agree between themselves and to influence the disputants to reach a peaceful settlement before calling in associates on the committee. The system which was recently in existence in the machinists' trade was almost precisely similar.

In all three of the systems just mentioned the joint committees of arbitration may act by majority vote. In practice doubtless, as in the case of those conferences which adopt agreements as to the general conditions of labor, action is usually taken by unanimous vote. In fact it is probable that the functions of the joint committees of

employers and employees consist largely in leading the parties to disputes to a reconciliation and compromise between themselves, although they have power to render binding decisions.

In the printing trade the agreement adopted in 1901 provides for formal local boards of arbitration, to be established in connection with each separate dispute. One member is to be chosen by each party and these two select a third. Appeal may be taken from local arbitration to the respective presidents of the International Typographical Union and the American Newspaper Publishers' Association, who, if they fail to agree, may select an impartial person as a third member of the board. The finding of a majority of the board, whether local or national, is binding.

The joint arbitration agreement in the printing trade apparently indicates no tendency toward the adoption of uniform wage scales or uniform agreements regarding the conditions of labor throughout the country. One of the chief motives for entering into the agreement was to provide for the effective enforcement of the contracts between local unions and individual employers, or local associations of employers, which are made in many instances. Since there is no restriction as to the nature of the disputes which may be submitted to arbitration, it is obvious that questions as to the general conditions of labor, so far as localities are concerned, may be submitted to settlement in this manner, as well as mere questions of interpretation, but this is not likely to occur very often in practice. In the foundry and machinery trades, however, as we have seen, there has been a disposition toward the development of collective bargaining on a national basis.

IV. COLLECTIVE BARGAINING AND TRADE ARBITRATION IN GREAT BRITAIN.

Important as are the systems of collective bargaining and of trade arbitration and conciliation in the United States, they are comparatively insignificant beside those in Great Britain. There the practices date back to a much earlier time; they have been extended much more widely, and they are much more thoroughly systematized.

Because of this longer experience British employers and employees have established very thorough and fairly permanent systems in many trades. It is especially noteworthy that in not a few instances they have adopted standing written agreements containing the constitution and rules of procedure of joint boards and conferences. Such permanent constitutions and rules are almost entirely lacking in the United States. Many of the systems of collective bargaining and arbitration in Great Britain, moreover, are wide reaching in their scope. While there are perhaps not more than two or three trades in which these systems apply throughout the entire country, there are many instances where they cover large districts in which the conditions of competition are approximately similar. The reports of the British labor department show no less than 53 regularly established joint boards or conferences which were in active operation during the year 1899. A large proportion of these cover numerous establishments and many thousands of workingmen.

It must not be supposed, however, that these methods for promoting peaceful relations between employers and employees have been universally adopted in Great Britain or have altogether superseded strikes and lockouts. They are still confined to the skilled trades, and apply to by no means all of them. They have been developed most highly, perhaps, in the coal-mining industry and in the iron and steel, cotton, boot and shoe, and shipbuilding trades. A number of the leading systems are described in detail in the body of the present report.

Notwithstanding the long history of the development of collective bargaining and of arbitration and conciliation in Great Britain, no single system has been worked out which can be considered typical or the one most generally approved. The methods, indeed, are quite as various as those in the United States. In a large num-

ber of trades the systems have been organized with a reasonably clear recognition of the important distinction, upon which emphasis has already repeatedly been laid, between disputes relating to the general labor contract and disputes which arise regarding the interpretation of that contract. In some of the British trades, boards or conferences are established, usually under the name of wages boards, whose primary function is to decide matters of the first class. Such boards are usually composed of a considerable number of representatives of each side. In some instances provision is made for the reference of disputed matters relating to the general labor contract, in cases where the representatives of the party can not agree, to an impartial umpire—a practice which, as we have seen, is scarcely ever found in the important systems of collective bargaining in the United States. Nevertheless, British opinion generally seems opposed to calling in outsiders to decide important matters of this sort, and even in those trades where the practice is permissible under the joint rules it is comparatively seldom actually resorted to.

In numerous cases in Great Britain we find boards composed of equal numbers of employers and employees, whose duties are confined almost wholly to the settlement of minor disputes, those of the second class above distinguished. These boards are usually known as boards of conciliation. The rules of a considerable majority of these boards provide for reference to independent arbitrators of matters as to which the representatives of the employers and employees can not agree, and their services are in practice quite frequently employed. Thus we find, that during the years 1894 to 1899, in from one-sixth to two-fifths of the cases reported by the British labor department as having been settled by joint boards (of both classes) the process was one of arbitration, while in the other cases settlements were effected by collective bargaining or conciliation directly between the representatives of the parties.

There are a few trades in which separate boards or methods exist for the settlement of questions relating to the general labor contract and of those regarding the interpretation of the contract, respectively. In some other trades a single board has authority over both classes of disputes, although minor matters are in such cases often settled by subcommittees of the main board. In still other trades only a single board exists, which covers only one class of disputes.

The practice of prescribing the terms of the labor contract from time to time by written agreements between employers and employees is also highly developed in Great Britain. The work of wages boards very frequently expresses itself in the form of such agreements, while in many trades having no regularly organized wages boards local agreements are adopted from time to time by less formal conferences between employers and employees. For example, in the building trades of Great Britain we find practices very similar to those which are so common in the building trades in this country. Written agreements are adopted which fix the general conditions of labor and which provide for the settlement of minor disputes by arbitration, either by a permanent local board or by a board specially constituted for the particular dispute.

The sliding-scale system is employed somewhat more extensively in Great Britain than in the United States. It is, however, still confined to relatively narrow limits. In several of the large coal-producing districts wages are fixed on the sliding-scale principle, and the same is true in various branches of the iron and steel industry in particular localities. The system seems to be considered very satisfactory by those trades which have adopted it, but its applicability to other trades is frequently questioned by both employers and employees.

It is impossible to present any general estimate as to the effect of these systems of collective bargaining, arbitration, and conciliation in Great Britain. As is the case in the United States, the practice is most effective in those trades where both employers and employees are strongly organized. The chief service accomplished is in the settlement of disputes before cessation of employment rather than after it—in the

lishment of a board of arbitration, consisting of 3 persons selected by each party and 3 appointed by the court, or if one party refuses to appoint representatives, of 6 appointed by the court. These boards are given power to enforce the attendance of witnesses and to render decisions, which shall be conclusive and binding, although no definite provisions are made regarding the method of enforcement.

In Maryland the parties to any dispute may jointly agree to establish a board of arbitration in any form, or to apply to any court for its arbitration or for the establishment of a board.

In Missouri the commissioner of labor statistics is directed to mediate in strikes, whenever he considers necessary, and he may order the formation of a local board of arbitration, of which he shall be chairman. The decisions of such a board, however, have no binding effect.

Work of local boards.—No use whatever seems to have been made of the legal provisions for the establishment of local boards of arbitration in the six States last named. It is also true in the numerous States which have State boards of arbitration and which also authorize the formation of local boards, that very few local boards have been established under this authority. Occasionally a State board succeeds in persuading the parties to resort to formal arbitration by boards selected by themselves, the disputants preferring this method rather than to submit to the decision of the State board itself. Practically in no instance have such laws been instrumental in leading the parties to labor disputes on their own initiative to establish temporary or permanent boards of arbitration.

It is indeed obvious from the terms of the statutes and from the general nature of the problem involved that in the absence of provisions for compulsory enforcement of the decisions of arbitrators, boards created by virtue of existing State laws occupy no more favorable position than those initiated strictly by the parties themselves, and with no regard to legislation. If the employers and employees desire to establish boards of arbitration and conciliation, there is nothing to prevent them from doing so.

UNITED STATES STATUTES.

The immensely important influence which labor disputes upon the railway systems of the country exert over the welfare of entire communities has led the Federal Government, by virtue of its constitutional jurisdiction over interstate commerce, to establish machinery for arbitration and mediation as regards strikes and lockouts upon interstate transportation lines. An act of 1888 permitted the parties to any such dispute voluntarily to create a board of arbitration for the settlement of that particular difference. There was, however, no provision for the enforcement of awards. In 1898 a new act was passed, largely in view of the recommendations of the United States Strike Commission, appointed by the President (under a provision of the act of 1888) to investigate the great railway strikes of 1894. By this act either party or both parties to a dispute upon an interstate transportation line may request the intervention of the Chairman of the Interstate Commerce Commission and the United States Commissioner of Labor. These officers shall try by mediation to bring about a peaceful settlement, or, if this attempt fails, they shall urge the parties to submit to arbitration. These officers have no specific authority to intervene on their own motion, but apparently there would be nothing to prevent them from endeavoring to bring the parties into negotiation in the absence of application by either party. The act provides that parties may agree to establish a board of arbitration to settle the particular dispute, one member being named by the employer, one by the labor organization concerned, and the third by the Chairman of the Interstate Commerce Commission and the Commissioner of Labor. The decision of these arbitrators is binding and may be enforced by the United States courts by equity process. Employees shall not quit the service of the employer before 3 months after the award without giving 30 days' notice of their intention to

provision as to the manner of compelling obedience to the awards of the board, and the mere declaration that they shall be binding probably signifies little where the parties are unwilling to accept them. Only 3 States—Illinois, Indiana, and Ohio—have established definite procedure to compel conformity to the decisions of the State board. The Illinois law provides that in the event of a failure to abide by the decision, when both parties have joined in the original application, any person aggrieved may appeal to the circuit court, which shall summon the party to show cause why the decision has not been complied with, shall hear and determine the questions presented, and may punish for contempt any party refusing to comply; but such punishment shall in no case extend to imprisonment. The Indiana law is essentially the same, but allows imprisonment in case of "willful and contumacious disobedience." In Ohio a joint application by the parties for arbitration may contain a stipulation that the decision shall be binding to the extent stipulated, and it may to that extent be enforced as in the court of common pleas.

Expert assistants.—The laws of Massachusetts, Wisconsin, and Montana provide that if the parties desire, each may appoint one person to act as an expert assistant to the State board in its investigation. These persons shall be familiar with the business affected. They shall obtain information concerning the wages paid and the methods prevailing in similar establishments within the State. They shall be paid $7 per day and expenses.

LOCAL BOARDS OF ARBITRATION AND CONCILIATION.

Boards in connection with State boards.—The laws of Colorado, Massachusetts, Minnesota, Montana, Ohio, Idaho, and Wisconsin, in addition to establishing State boards of arbitration, also declare that the parties to any controversy may agree to submit their dispute to a local board, the composition of which may either be mutually agreed upon or the employer may designate one member, the employees another, and the two may select a third, who shall be the chairman. Such boards are given all the powers of the State board, and their jurisdiction is exclusive, although they may ask advice of the State board. The decision is binding to whatever extent may have been agreed upon by the parties in making the submission. These local arbitrators are, usually, paid, by the town or county, $3 per day, not exceeding 10 days for any one arbitration.

The other States providing for such local boards—New York and New Jersey—have somewhat similar regulations, but permit appeal to the State board. They also recognize labor organizations by allowing the labor representative on the local board of arbitration to be chosen either by the laborers or by the labor organization to which they belong or by the central organization with which it is affiliated.

Local boards of arbitration without State boards.—The laws of Iowa, Kansas, Pennsylvania, Texas, Maryland, and Missouri authorize the establishment of local boards of arbitration, but do not create State boards. These laws, while they have apparently never been called into use, are interesting as showing the desire for a peaceful means of settling labor disputes. Iowa and Kansas authorize the institution of more or less permanent boards in particular trades or groups of trades, somewhat after the fashion of the councils of prud'hommes found in France and other European countries. The county courts are directed to issue licenses for such boards of arbitration upon proper petition. These tribunals are to consist of equal numbers of employers and employees and of an umpire. They have jurisdiction over any dispute in the establishments originally entering the system, or over any disputes submitted to them. Their decisions are nominally final, but there is no provision regarding the precise method of enforcing them.

In Pennsylvania there is what appears on its face to be a law for establishing compulsory arbitration upon the initiative of either disputant. The statute provides that either party to a labor dispute may apply to the court of the county for the estab-

ishment of a board of arbitration, consisting of 3 persons selected by each party and 3 appointed by the court, or if one party refuses to appoint representatives, of 6 appointed by the court. These boards are given power to enforce the attendance of witnesses and to render decisions, which shall be conclusive and binding, although no definite provisions are made regarding the method of enforcement.

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Work of local boards.—No use whatever seems to have been made of the legal provisions for the establishment of local boards of arbitration in the six States last named. It is also true in the numerous States which have State boards of arbitration and which also authorize the formation of local boards, that very few local boards have been established under this authority. Occasionally a State board succeeds in persuading the parties to resort to formal arbitration by boards selected by themselves, the disputants preferring this method rather than to submit to the decision of the State board itself. Practically in no instance have such laws been instrumental in leading the parties to labor disputes on their own initiative to establish temporary or permanent boards of arbitration.

It is indeed obvious from the terms of the statutes and from the general nature of the problem involved that in the absence of provisions for compulsory enforcement of the decisions of arbitrators, boards created by virtue of existing State laws occupy no more favorable position than those initiated strictly by the parties themselves, and with no regard to legislation. If the employers and employees desire to establish boards of arbitration and conciliation, there is nothing to prevent them from doing so.

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do so, and the employer is placed under a similar restriction as regards the dismissal of employees. As yet there has been no case of arbitration under this act. In the only instance where an attempt was made to apply it, one of the parties refused absolutely to arbitrate. It may, however, readily happen that if a serious strike should occur on interstate railways public opinion would force the parties to arbitrate under this law.

The act regulating the United States Department of Labor also authorizes the Commissioner of Labor to investigate and report to Congress regarding any strike or lockout which affects the welfare of the people of several States.

WORKING OF THE STATE BOARDS OF ARBITRATION.

As already intimated, only a few of the State boards provided for by law have been really active. The failure of the boards in the various other States need not necessarily be attributed to inherent defects in the system itself. Indeed, the legal provisions in these States are usually nearly identical with those in the States where the boards of arbitration have been more successful. In some States where the boards have been inactive the people are engaged primarily with agricultural rather than manufacturing industries, or else the "labor movement" in them has made little progress, so that differences between employers and employees of sufficient magnitude to justify public intervention are few. In other cases the failure of State boards may be attributed to the relatively uneducated attitude of mind, on the part of the employers and workingmen and on the part of the general public, as regards the desirability and the possibility of peaceful settlement of labor disputes. Yet, again, political influences may have combined in some cases to make the boards inactive or inefficient. It is especially to be noted that many of the laws provide no compensation for the State board of arbitration, except a per diem rate for the members while actively engaged in the investigation or settlement of a dispute. Under such circumstances, especially since the per diem compensation is usually low, it is but natural that the board should generally refrain from taking the initiative itself in the adjustment of disputes, in the way which has been found by the more active boards necessary in order to accomplish the greatest results.

The State boards of arbitration which have been most active have encountered no little difficulty in accomplishing significant results in the promotion of industrial peace.

A careful examination of the work of State boards of arbitration and mediation, as shown by their reports and by the testimony of their members, shows that in general the following statements hold true of all of them, though in somewhat varying degree:

(1) The action of the board in regard to a labor dispute begins in a large majority of instances on its own initiative without application by the parties.

(2) In nearly all of the remaining cases the application for the services of the State board comes from one party only, more frequently from the employees than from the employers. Only in rare instances do both parties at the outset apply to the board, thus giving it jurisdiction to render an authoritative decision. After the board has intervened by its own initiative or on the application of one of the parties, both are sometimes persuaded to join in an agreement to submit their disputes to formal decision by the board.

(3) The intervention of the board usually takes place only after open rupture between employers and employees; that is, after a strike or lockout has actually taken place. Only rarely do we find it true that the board is invited to conciliate or arbitrate before the dispute has resulted in cessation of employment, while naturally the board finds it difficult to learn of disputes before actual strike or lockout, in order to intervene on its own initiative. State boards frequently express regret that employers and employees have not reached the stage where they are willing to call

in the services of impartial mediators and arbitrators at the outset, instead of waiting until a strike or lockout, with its accompanying bitterness and loss, has occurred.

These statements may be illustrated by a few statistics regarding the work of the leading State boards of arbitration and mediation. It should be noted, however, that the boards themselves do not ordinarily present full statistical accounts of their work, and that the form in which the record of individual cases is presented often makes it very difficult to ascertain precisely what the procedure in the matter has been and what results have been accomplished. The figures as to the work of these boards, given in the body of this report, can therefore claim only a rough degree of accuracy.

As illustrating the comparative rareness of application to State boards of arbitration by the parties to disputes themselves, we may point out that in New York during the year 1899, out of 29 cases in which the State board took action, the initiative came from the board itself in 23 cases, while employees asked for its intervention in only 5 instances, and employers in only one. In Ohio, from 1893 to 1899, there were 89 cases of action by the State board described in its reports, and in only 13 of these was there an application on the part of one of the parties for its intervention, and in only one did both parties join in such application. In Massachusetts apparently the proportion of cases where the parties apply for the services of the State board of mediation is somewhat greater. Out of 232 instances of intervention by the board, reported from 1894 to 1900, there were 48 in which one of the parties applied to the board, and 61 joint applications. It should be observed, however, that the applications of the parties in Massachusetts often in fact result from initial action by the board itself. In Illinois out of 49 cases (apparently these include only the most important ones), reported from 1895 to 1899, there were 12 applications by one party and 13 applications from both parties for the services of the board.

The reasons why State boards of arbitration find the scope of their activities limited in the ways indicated are fairly obvious. Employers and employees alike are usually ignorant even of the existence of such authorities, and still more often ignorant as to what may be accomplished by appealing to them. The boards are not convenient to hand. The employers and workingmen are not familiar with them as they would be with boards which they themselves had constituted. There is, moreover, in the United States a natural hesitation to appeal difficulties of any kind to governmental authorities. The result is that parties to labor disputes seldom think of resorting to the conciliatory services of the State board of arbitration before actual cessation of employment, and rarely enough, after they have come to feel the pressure of losses resulting from the dispute, do they turn to it. Even where intervention is sought by one side, it is often because it feels in danger of losing in the conflict, and hopes to retrieve its fortunes by appealing to conciliation or arbitration. The bitterness, which the very existence of a strike or lockout tends to engender, makes it far from likely that both parties will be equally willing to refer to a State board of arbitration and conciliation.

It is obvious, therefore, that the success of State boards in promoting industrial peace depends largely on their skill in learning of the existence of disputes, on their energy in setting promptly to work, and on their tact in persuading the parties to put aside bitterness and to enter into negotiations or to submit their differences to outside arbitration. The boards naturally find it very difficult to learn of disputes before they reach the stage of cessation of employment. Even when strikes and lockouts have actually occurred, it is often no easy thing to obtain knowledge of them. State boards are forced to rely to a considerable degree on newspaper reports of labor disputes, and newspapers do not ordinarily note a strike unless it involves a large number of persons or is otherwise conspicuous. The arbitration laws quite frequently make it the duty of mayors of cities and other local officers to notify the

board of arbitration of the existence of strikes and lockouts. It is but natural, however, that these officers should often neglect their duty in this regard, and, indeed, they have no special facilities for ascertaining the existence of disputes, especially in their earliest stages. Since promptness of intervention on the part of the State board is often an essential condition of success, the inability to secure immediate information of the breaking out of a difficulty is evidently a serious drawback.

(4) The fourth conspicuous fact regarding the action of State boards of mediation and arbitration is the extremely small number of cases in which the boards formally arbitrate disputes and render binding decisions. Figures on this subject are presented a few paragraphs below. The comparative fewness of the cases of resort to arbitration by State boards is not indeed surprising. The work of trade boards of arbitration, such as have been described above, also consists primarily in conciliation in leading the parties to an amicable agreement rather than in the rendering of formal and binding decisions.

The value of the results accomplished by State boards of arbitration and mediation must therefore be judged largely by their success as mediators and conciliators. Unfortunately, the reports of the boards are not sufficiently full to enable us to reach a conclusive judgment as to the precise degree of success. The number of cases of intervention by the board is not ordinarily compared with the number of strikes and lockouts in which it has not intervened, nor is there any means of comparing ordinarily the importance of the disputes with which the board has concerned itself with the importance of the others. Finally, it is especially difficult to judge from the reports the precise nature and importance of the results accomplished in the cases in which the board does succeed in getting into touch with the disputants. Often it is recorded that, some time after the intervention of the board, a settlement was reached by the parties more or less in accordance with the lines recommended by the board, or that under the influence of the board the parties were led to hold conferences. In such instances it is always uncertain whether practically the same conferences might not have been held and the same settlements reached, perhaps with a little more delay, in the absence of intervention. Nevertheless, a careful perusal of the reports of the State boards of arbitration leaves no doubt that in many instances, particularly in Massachusetts, New York, Ohio, Indiana, and Illinois, these boards have been able to bring about conferences and settlements which would either not have taken place at all or which would have been greatly delayed. There can be no question that they have accomplished not a little in the furthering of industrial peace.

For the reasons above indicated, statistics compiled from the reports of individual cases can not be considered to present a really satisfactory view of the work of State boards of arbitration. Nevertheless it will be profitable to notice these statistics in a general way. The Illinois board of arbitration reported a total of 49 cases of its action from 1895 to 1899. In 11 of these cases the board arbitrated and rendered a formal decision of the points at issue. In one instance the employers refused to accept the decision, and in three instances the workingmen refused to do so. There were 22 cases in which the mediation of the board was followed by a settlement between the parties without arbitration, while only 13 cases are reported of unsuccessful mediation (it is possible that other minor cases are unrecorded). In three cases the board, at the request of one of the parties, made a formal investigation, taking testimony, and reported publicly its conclusions as to the merits of the dispute. This last is in all the States a comparatively rare form of action, and is, of course, intended to bring the influence of public opinion to bear in forcing the parties to a settlement on lines which seem to the State board just.

The Indiana labor commission, as the arbitration board in that State is called, intervened in about 50 cases during the 4 years from 1897 to 1900, inclusive. In no case apparently was there formal arbitration. In somewhat more than half of the disputes the mediation of the commission was followed by a satisfactory settlement.

The Massachusetts board of arbitration is in some ways the most successful of all. Its reports show no less than 232 labor disputes in which it has been active during the years from 1894 to 1900. Out of the 54 cases in which the board has rendered formal decisions on the application of both parties for arbitration, there has been only one instance of a refusal to abide by the decision. Most of the cases arbitrated by the Massachusetts board, however, are of a relatively minor character, especially having to do with fixing the details of the wage scales in the boot and shoe industry, where the general basis of the scale is understood and agreed upon by the parties. The mediation of the board in cases not accompanied by arbitration seems to have been successful in 72 disputes, while in 106 disputes no particular results followed from the board's intervention. In 6 cases this board held formal hearings and made a public report of its findings.

The New York board of arbitration and mediation has also been quite active. It has reported 157 cases of intervention during the years 1894 to 1900. Its mediation proved successful in 76 cases, and unsuccessful in 50. In only 5 cases did the parties submit to formal arbitration, while in 18 cases the board felt itself forced to make a formal public hearing and a report of its findings. In 10 of these 18 cases apparently the disputes were settled more or less upon the basis of the findings of the board. In 8 cases in New York local boards of arbitration have been constituted, through the influence of the State board, for the settlement of particular disputes.

According to the reports of the Ohio board of arbitration its mediation has been successful in promoting a settlement of disputes in 35 cases during the years 1893 to 1899, while in 44 cases the efforts of the board proved fruitless. In 6 instances the board made recommendations after a formal investigation, but in only 1 instance did it render a decision by agreement of the parties to arbitrate. In 3 cases, however, local boards of arbitration were constituted for the settlement of disputes.

GOVERNMENTAL ARBITRATION IN FOREIGN COUNTRIES.

Foreign countries have not followed the example of the United States in establishing central governmental boards of arbitration and conciliation. In two of the three Australasian colonies, to be sure, we have such general boards, but their nature and powers are entirely different from those of the boards in the United States. Doubtless it is felt in the larger countries that a single central board could do little to settle labor disputes throughout an entire country with a population many times as great as that of most of the American States. On the other hand, several European countries, as well as some of the English colonies, have passed statutes for the voluntary establishment of local boards of arbitration and mediation. In most cases these statutes appear to have accomplished little, doubtless for the reasons already set forth as explaining the ineffectiveness of American laws providing for voluntary local boards.

As far back as 1867 Great Britain passed a statute permitting masters and workingmen to establish temporary or permanent boards, and making the awards of these boards legally enforceable. Practically no results followed from the operation of this statute. In 1896, however, a law was passed which, in addition to providing for the registration of boards voluntarily formed, also authorized the labor department of the board of trade to inquire into the causes of disputes, or to endeavor to influence the parties to meet together and to effect an amicable settlement, or to submit to arbitration by boards created for that particular purpose by the agreement of the parties. The labor department may also, at the request of either party to a dispute, appoint a person or persons to act as conciliators, and on the application of both parties it may appoint an arbitrator. This law permits the department to exercise a considerable degree of initiative in conciliation and in endeavoring to persuade the parties to disputes to submit them to arbitration. The decisions of arbitrators are not legally enforceable. It appears that, from 1896 to 1899, 26 disputes were settled by concilia-

tion and 15 by arbitration under the influence of this act. In only 7 cases was there a failure to effect a settlement.

New South Wales in 1899, and the Dominion of Canada in 1900, passed acts almost identical with that adopted by Great Britain in 1896. The operation of these acts up to the present time has been relatively unimportant in both countries. New South Wales had provided earlier (by act of 1891) for the establishment of councils of conciliation in each of 5 industrial districts into which the colony was divided. These were to be permanent bodies with authority both to conciliate and arbitrate. Apparently, however, almost no use was made of this earlier statute. In South Australia a law of 1894 provides for the voluntary creation of local boards of conciliation and arbitration. These boards were to be of a permanent character when once established, and were to have power, in case the parties to a dispute agreed to arbitrate, to render enforceable decisions. This law also provides for a state board of conciliation, and the governor of the colony, on the recommendation of this board, may compel the parties to any dispute, which seems to affect the general welfare, to submit to arbitration by the board. Very effective provisions, closely similar to those under the compulsory-arbitration laws of New Zealand and Western Australia, exist for the enforcement of decisions in cases where binding decisions are rendered. Nevertheless, there seems to have been little of importance accomplished under the law.

France early in the century (1806) established tribunals, known as conseils de prud'hommes, or councils of experts, which, however, by no means correspond to arbitration boards. Their functions have to do with the settlement of disputes between individual workmen and their employers, such as might often be brought before law courts, and not with the settlement of general labor disputes. These councils of experts are created for particular localities and industries. There must be an equal number of members representing each side, elected by vote of all the employers or employees concerned. The councils are permanent bodies, the term of service of members being 6 years. The boards have authority to render binding decisions regarding minor disputes, but a considerable proportion of their work consists in leading the parties to voluntary agreement. It is reported that in 1897 these various boards had to do with no less than 67,000 disputes.

Belgium and some of the Swiss cantons have bodies for the settlement of minor disputes very similar to the conseils de prud'hommes in France.

France has more recently (1892) authorized the establishment of boards of arbitration and conciliation for the settlement of industrial disputes of a more important character. The law is quite similar to those in some of our own States, providing that the parties to a dispute may, through a justice of the peace, establish boards of conciliation. If these committees of conciliation can not agree, each side may select an arbitrator, and if these still can not agree, an umpire may be appointed by a judge of one of the higher courts. Justices of the peace are directed to take the initiative, if necessary, in persuading the parties to follow this procedure. Decisions of arbitrators are not legally enforceable. It appears that this law, perhaps because of the general disposition of the French people to resort to governmental action, has been very frequently applied in the settlement of disputes. In most cases, the procedure has been initiated only after strikes and lockouts have actually occurred. From 1893 to 1898, inclusive, there were 2,630 strikes reported in France, while in no less than 581 of these cases efforts at settlement were made under the law of 1892. In only 248 of these 581, however, was a satisfactory adjustment brought about by the application of the law.

Belgium, in 1886, provided for the establishment of permanent councils of industry and labor in different industries and localities, but it appears that very little has been accomplished by them in the settlement of labor disputes.

In Germany a law of 1890 permits local public authorities to establish tribunals of arbitration and conciliation, the statute regulating their procedure in a general way. The president of such a tribunal is to be appointed by the local authorities, and there are to be an equal number of "associates" selected by employers and by employees, respectively, in the locality or industry concerned. These boards have power to render binding decisions as regards minor matters growing out of the interpretation of the labor contract. Indeed, a large proportion of their work apparently is similar to that of the French councils of experts. These tribunals also, however, have power to act as boards of conciliation when requested by the parties to a dispute jointly. Formal decisions may be rendered if the parties can not be led to agree, but these decisions are not binding.

VI. COMPULSORY ARBITRATION.

The wide-reaching influence of the greater labor disputes upon the general public interests has led many persons to advocate compulsory arbitration, at least as regards certain classes of strikes and lockouts. As yet, however, legislation establishing compulsory arbitration has been enacted only in the Australasian colonies of New Zealand and Western Australia. In both of these colonies the system has been made very wide reaching. The New Zealand act dates from 1894, while that of Western Australia was only passed in 1900. The parliament of New South Wales also had under consideration in 1900 a bill very similar to the New Zealand law, and it was strongly advocated by the attorney-general of the colony and by many others, although it failed of passage. The experience in Western Australia, whose act is almost identical with that of New Zealand, has, of course, been so short as to afford few lessons. The New Zealand experience, however, deserves more careful consideration.

The New Zealand law authorizes the formation of organizations of employers and organizations of employees, or the registration of existing organizations. By registration the organizations become corporate bodies with power to sue and to be sued, and to make enforceable agreements regarding the conditions of labor or other matters. The provisions of the law regarding trade agreements are especially significant. Such agreements, if made between duly organized unions and either individual employers or associations of employers, are enforceable before the court of arbitration, subject to the same penalties as infringement of the decisions of that court.

The law makes provisions for conciliation by local boards and for the authoritative decision of disputes by a central court of arbitration. The colony is divided into several districts, in each of which there is a board of conciliation of 4 or 6 members, half elected by the employers' unions in the district and half by the registered labor unions. Unorganized workingmen and employers have no share in the election; and indeed unorganized workingmen are not subject to the jurisdiction of the boards at all. The central court of arbitration consists of 3 members appointed by the governor, 1 from candidates recommended by organizations of employers, and 1 from among those recommended by organized workingmen, while the third is a judge of the supreme court of the colony.

Any employer or association of employers may apply to a board of conciliation as regards a dispute with duly organized employees, and organized employees have the same right. The boards of conciliation may compel both parties to appear, and have ample power to summon witnesses. Their chief function is to ascertain facts and to endeavor to reconcile the disputants. They can not render binding decisions. If no settlement is reached the board makes a recommendation in writing, and either party may appeal to the court of arbitration for a further investigation and for a binding decision.

If the decision of the court has regard to an organization of employers or employees all persons who are members thereof at the time, or who thereafter become members, are bound by the decision. Any employer or any organization or member of an organization violating the terms of an award is subject to penalty, the amount to be determined by the court of arbitration. The penalty which may be assessed against any person or organization shall not exceed £500, nor shall the aggregate of penalties against all parties exceed the same amount.

Under this law the New Zealand boards of conciliation and court of arbitration have actually exercised a very powerful influence during the past few years upon the conditions of labor. About 100 cases had been brought before these authorities up to March 31, 1900. It appears that comparatively few settlements have been made by the boards of conciliation, the possibility of appeal to a higher authority leading the parties to give but little attention to the lower boards. In some instances, of course, amicable agreements have been effected through the boards of conciliation or the court of arbitration, but in a very large number of instances binding decisions have been rendered. Many of these decisions are highly elaborate, fixing the general wage scales, hours of labor, and working rules for all organized workingmen in a trade in a given locality, and in a few instances decisions have related to a trade throughout a colony.

Opinions as to the advantages and disadvantages of the law differ greatly, and it is practically impossible to form a conclusive judgment. Workingmen apparently have been very generally satisfied. They are to a large extent organized and in a position to take advantage of the measure. A very large majority of the cases have been initiated by the laborers, and a large majority of the decisions also have resulted to their advantage. It is, however, to be especially noted that the past few years have been years of great prosperity in New Zealand and of advancing prices. Whether the workingmen will be equally satisfied when conditions are less prosperous and when, perhaps, reductions in wages will be made, is more doubtful. Employers have, in many instances, expressed themselves against the arbitration system, but apparently it has gradually increased in favor with them. The fear expressed by the opponents of the law at the outset that it would drive capital out of the colony and close up industries seems not to have been justified; although it is impossible to know whether the prosperity of recent years has been actually enhanced by the system or whether it has been due entirely to other causes, and, perhaps, even in despite of a retarding influence from compulsory arbitration.

It is also to be remembered in judging the significance of the New Zealand experience that the entire population of the colony is only about 800,000 persons, and that its industries are chiefly agricultural, in which labor organizations and labor disputes are not likely to be found in any country. Furthermore, the newness of the country and the relatively small population, as compared with the natural resources, makes the average per capita wealth higher than in most cases, and narrows the gap between the employing and the working classes.

The representatives of employers and workingmen, who have testified before the Industrial Commission, have almost uniformly opposed compulsory arbitration. Their arguments are more fully set forth in the digests of testimony of various reports of the commission. (See volume 4, p. 149; volume 7, p. 127; volume 12, p. clvii.) Several State boards of arbitration in the United States have also, from time to time, expressed their opinion against compulsory arbitration as a general principle, and one or two of the boards have specifically opposed it in any form. These boards in New York, Indiana, Ohio, and Illinois, however, have favored compulsion in certain cases, especially as to disputes which, on account of their bitterness and violence, endanger life and the public welfare, or which, like those on great railroad systems or on street railways, entail great inconvenience and loss upon the

eople generally. The United States strike commission, which investigated the great ailroad strike of 1894, reported against compulsory settlement of labor disputes on rail-ays, but advocated the establishment of a commission with power to investigate such isputes and to recommend terms of settlement to the parties, as well as to make public opinions as to the merits of the dispute. The board also advocated legal enforce-ment of the decisions of arbitrators regarding labor disputes, provided both parties greed in advance to arbitrate. The New York board of arbitration has on several lifferent occasions gone further and recommended that the conditions of labor on team and street railways should be determined either by mutual agreement between he parties, or by arbitration by a board established by them or by the State board f arbitration; that strikes and lockouts should be prohibited; and that resignation or lismissal from the service should be permitted only after due notice. The Ohio oard of arbitration has advocated that, in case any dispute is carried to such a length s to threaten the general public welfare, the State board of arbitration should be permitted to interfere and to render a binding decision regarding the points at issue.

The Indiana labor commission has adopted a suggestion, not infrequently made in ther quarters, that the law should require the parties to any labor dispute to ttempt conciliation, in accordance with some proper method, before actual cessation f employment. This board also takes the same position as the Ohio board regarding compulsory intervention in prolonged and serious strikes.

CHAPTER III.

LAWS AND COURT DECISIONS AS TO LABOR COMBINATIONS.

I. INTRODUCTION.

The subject of the attitude of legislatures and of courts regarding the legality of the acts of workingmen and labor organizations is a very interesting and important one. It is often asserted that many acts of workingmen in connection with strikes, boycotts, and combinations of labor are tyrannous and violent, and contrary to recognized principles of law. On the other hand, workingmen almost universally complain that the attitude of the law, especially as interpreted by the American courts, toward their acts is in many cases unjust, and places them at a great disadvantage in their struggle to secure better conditions of employment. Very numerous cases involving certain acts of strikers and of trade unionists have been brought before the courts, and in a large majority of instances these acts have been held either civilly unlawful or criminal, while in many cases, particularly in recent years, injunctions to restrain them have been issued. Most workingmen maintain that such practices as refusal on their part to work with nonunion men, the employment of the boycott against so-called "unfair" employers, or picketing, are not only legitimate but in many cases essential methods of attaining their ends, yet all of these acts are ordinarily held unlawful by the courts.

Perhaps the most fundamental principle applied by courts and legislatures in regard to acts of labor combinations is the principle of criminal conspiracy. The English common-law doctrine held that a combination of two or more persons to accomplish an unlawful purpose by means either lawful or unlawful, or to accomplish a lawful purpose by criminal or unlawful means, was an illegal conspiracy. The element of malicious intent is a conspicuous feature of the doctrine, while the element of combination is also essential. A mere intent on the part of an individual to commit an unlawful act is not criminal unless the act is actually carried out, but in the case of concerted action the combination with unlawful intent is usually held to be criminal, even though no overt acts follow. The thought is that the action of a large body of men is much more powerful for evil than that of a single individual. While this doctrine is very generally upheld and applied very broadly by the American courts, unless it has been modified by statute, there are some judges and legal writers who deny emphatically the justice of the principle that acts which, if done by an individual, would not be punishable become criminal when done by a combination, asserting that such a principle is contrary to the fundamental right of men to act in association, and of the inevitable trend of advancing civilization to render collective action more necessary.

The highest English judicial authorities have in several recent cases declared that the intent of a combination to injure does not render civilly unlawful acts which would not be civilly unlawful if done by an individual; and there seems little doubt that the tendency in Great Britain is to consider the element of combination with unlawful intent less significant also as regards criminal law than was formerly the case.

reason which he sees fit, good or bad, to refuse longer to continue in employment; and that, so long as no absolutely unlawful means, such as intimidation, are used to persuade the employer to discharge other men, the person using such persuasion is within his rights. The judges also specifically held that pressure brought to bear upon employers in this way can not be considered unlawful coercion, or intimidation, or interference with the business of the employer. Such a high authority as Sir Frederick Pollock had indeed earlier, in summarizing the English law for the Royal Labor Commission, declared that intimidation in connection with labor disputes was usually held by the courts to refer only to the threat of acts which are in themselves unlawful, and to no other form of pressure or coercion.

The decision in Allen *v.* Flood has already been quoted with approval and followed in two or three decisions by the supreme court in New York (the highest court of original jurisdiction, and second only to the court of appeals), and this court seems definitely committed to recognition of the right of union men to refuse to work with nonunion men or members of other unions. Whether this position will be affirmed by the court of appeals, which took the opposite stand as late as 1897, is, perhaps, doubtful.

The supreme court of Massachusetts, in 1899, specifically denied the authority of the English precedent in Allen *v.* Flood, holding that the act of members of a labor union in persuading employers, by threat of strike and otherwise, to discharge members of another union or to compel them to join the defendant union, was unlawful. The court declared that such an act is malicious, and that the element of malice must be considered. It was held, also, that coercion need not imply the threat of physical violence or injury to property, if it restrains the liberty of the mind. Judge Holmes, in a dissenting opinion in this case, however, declared that the action of the union could not be considered as malicious and without sufficient motive, for, while the union did not specifically demand an advance in wages, it did demand that which it considered necessary for strengthening the organization in order to enable it to secure better conditions in the future. The judge said:

"I think that unity of organization is necessary to make the contest of labor effectual, and that societies of labor lawfully may employ in their preparation the means which they might use in the final contest."

Judge Holmes thus recognizes, as very few judges have done in their decisions, the actual motive of labor organizations in striving to exclude nonunion men from employment. This motive has already been discussed in the present report in another connection. (See p. XLVIII.)

The legality of refusal to work with nonunion men has also been upheld by the highest courts in Indiana and in New Jersey; although in the latter State the decision was made in view of a statute legalizing strikes and combinations of labor, and specifically permitting persuasion of persons not to enter into employment.

It appears, therefore, that the decisions of American courts on the subject of attempts of combinations of workingmen to procure the discharge or prevent the employment of others are exceedingly conflicting, although, perhaps, a majority of the decisions of the courts of ultimate resort have hitherto maintained the illegality of such action.

V. PICKETING AND INTIMIDATION.

Cases involving the practices of strikers in endeavoring to persuade or to prevent others from taking their places have come before the American courts more frequently than any other class of cases relating to labor. The use of the injunction against such acts has been especially frequent.

In many States are found statutes expressly prohibiting intimidation of workingmen or others in their lawful business, while in those States which have specifically legalized strikes the laws ordinarily except combinations for the purpose of intimidating or coercing others, which are declared illegal. In the absence of statutes the

III. ENTICEMENT OF EMPLOYEES.

By the old English common law it was illegal to entice an employee away fro his employer, on the ground of the alleged damage to the employer. This doctrin was long since abandoned in Great Britain and has seldom been applied by th authoritative courts in the United States. In one Massachusetts case, in 1871, work ingmen who persuaded certain employees to quit and to break a contract were hel guilty of illegal conspiracy, and a Federal court took a somewhat similar position i the later case of Old Dominion Steamship Company *v.* McKenna. In several othe instances, however, the courts have specifically repudiated the doctrine that peaceft persuasion of employees to quit employment is either actionable or criminal, an there seems little doubt that this would be the ordinary position of the highe courts. A different problem arises where intimidation is involved or where persua sion or coercion is directed toward those not already in employment. These que tions are discussed in other connections. The court decisions as to the incitemen of strikes on interstate carriers are also referred to below.

In several of the Southern States statutes have been enacted which prohibit entic ing away persons who are under contract of employment and which also prohibi laborers themselves from breaking such contracts. These statutes were apparentl specifically designed to prevent negro farm laborers from breaking their contracts t "make a crop" by work throughout the season. The defense put forward for suc legislation is the irresponsibility of many farm laborers in the South and their tend ency to quit work at a time when great loss is entailed upon the employer.

IV. COMBINATIONS TO PROCURE DISCHARGE OR PREVENT EMPLOYMENT.

It is a very common practice of trade unions to refuse to work in the same estab lishment with nonunion men, and to bring pressure to bear in various ways to compe employers to exclude nonunion men and others who are obnoxious to the union. In a very considerable number, doubtless a large majority, of cases where this practic has been brought before American courts they have held that such attempts of com binations of workingmen to procure the discharge or prevent the employment o others are unlawful, amounting to criminal conspiracies, or at least giving ground for civil damages. These decisions assert that such action involves an intent t injure the employer or the employee, without any sufficient motive of securin benefit to the members of the combination. They declare that every man has a right to employ his capital as he pleases, free from the dictation of others, tha it is unlawful to coerce an employer as to the persons he shall employ; and, similarly, that every workingman has the right to labor and that he may not be hindered b such a combination. It has even been held recently (1897) by the court of appeal of New York that a contract or agreement between associations of employers and o employees that only members of the labor union shall be employed is unlawful though voluntarily entered into on each side. This decision is striking, in view o the fact that such contracts for the exclusive employment of union men exist in ver many trades and localities.

It should be noted, however, that in Great Britain the doctrine that refusal to wor with other men for any reason is unlawful has recently been emphatically repudiate by the House of Lords, the highest judicial authority. In the case of Allen Flood (1898) union men threatened an employer with a strike if he should no discharge certain members of another union employed upon work which the fir union held to come within its own sphere. Six of the nine law lords held that thi was neither civilly actionable nor criminal. They asserted that the motive of th action had nothing to do with its legality; that every servant is entitled, for an

reason which he sees fit, good or bad, to refuse longer to continue in employment; and that, so long as no absolutely unlawful means, such as intimidation, are used to persuade the employer to discharge other men, the person using such persuasion is within his rights. The judges also specifically held that pressure brought to bear upon employers in this way can not be considered unlawful coercion, or intimidation, or interference with the business of the employer. Such a high authority as Sir Frederick Pollock had indeed earlier, in summarizing the English law for the Royal Labor Commission, declared that intimidation in connection with labor disputes was usually held by the courts to refer only to the threat of acts which are in themselves unlawful, and to no other form of pressure or coercion.

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The same general principles on which the courts base their decisions in regard to labor combinations in other employments apply also to those in the transportation business. In addition other considerations have been brought forward. Most emphasis is perhaps laid by the courts on the thought that the protection of interstate commerce is the peculiar duty of the Federal Government, and that certain acts of workingmen which tend to obstruct interstate traffic are particularly to be condemned or to be restrained by injunction. Frequently allusion is made to the great seriousness of the effect which railway strikes may have upon the business and even upon the lives of great bodies of the people. The antitrust act of 1890, which is directed against "any contract, combination . . . or conspiracy in restraint of trade or commerce," while apparently designed by Congress primarily to apply to combinations of capital, has been invoked by the Federal courts in numerous instances against combinations of workingmen. Again, the courts have sometimes held the acts of strikers illegal on the ground that they interfere with the transportation of the mails, which is by United States statute a criminal offense. Finally, in one or two cases, the interstate-commerce act of 1887 has been applied against combinations of workingmen, particularly that section which prohibits refusal on the part of any railway or its agents to furnish proper facilities for the forwarding of cars from connecting lines.

The specific acts of combinations of workingmen which have been condemned on the basis of these general principles are numerous. Most frequently injunctions have sought primarily to restrain direct interference with the operation of railways by disabling tracks, switches, and rolling stock, by congregating in large numbers on railway tracks, by preventing men from entering into or remaining in employment through intimidation, threats, or violence, and other similar extreme methods. That those engaged in some of the recent great railway strikes have at times resorted to such practices can scarcely be denied. The courts have, however, gone further in many cases in seeking to restrain interference with the operation of railways. The injunction issued on July 2, 1894, which became the basis for the famous Debs case, prohibited even the persuasion of those in employment to quit or to refuse to perform their duties. It also prohibited the doing of any act "in furtherance of any conspiracy or combination to restrain either of the said railroad companies or receivers in the free and unhindered control and handling of interstate commerce, and from ordering, directing," etc., any other person to commit any of the acts prohibited. Such a wide-reaching injunction would seem practically to prohibit striking itself, and certainly to prohibit the acts of officers of labor organizations in urging a strike. To be sure the use of the words "conspiracy or combination to restrain" might be so interpreted as to apply only to a conspiracy in the technical legal sense, with the specifically unlawful purpose of restraining interstate commerce, without applying to the mere ordering of a strike for the betterment of conditions and not having such illegitimate purpose as its chief motive. Under this injunction Eugene V. Debs was imprisoned for contempt of court on the ground that he had encouraged and incited employees to quit service and to refuse to perform their duties, and on the ground that the entire strike of the American Railway Union, because of its interference with interstate commerce and of its character as a boycott, was an illegal conspiracy.

In several cases the Federal courts have issued injunctions commanding employees of railways to perform their customary duties so long as they remain in employment. These injunctions have been especially directed against the practice of refusing to handle certain classes of cars. Thus an injunction was issued to prohibit refusal by the employees of various railroads to handle cars coming from the Toledo, Ann Arbor and North Michigan Railway, on which there was a strike. The court declared that men could escape the injunction by leaving employment—though even this might perhaps be the ground for action for civil damages or for criminal prosecution—but that while remaining in employment they were bound to perform their

patronize an employer, and extends to the active persuasion of the general public to do the same. In some cases boycotts have been held criminal offenses under the common law, or under statutes prohibiting interference with lawful business or employment, or prohibiting the use of force, threats and intimidation. In a few States boycotts are in terms declared unlawful by statute. In other cases the courts have granted civil damages to employers injured by boycotts, while frequently injunctions have been issued to restrain them.

The element of combination in the boycott is especially emphasized by the courts. They usually hold also that, while a strike has evidently for its primary motive the improvement of the condition of the workingmen, the boycott on its face involves malice, desire to injure another. Stress is also laid on the thought that, whatever the motive, the means—by deliberate attempt to destroy a man's business—are unlawful; that the right to conduct a lawful business is a fundamental right of liberty and property, and that a man may not properly be coerced to act contrary to his wishes in the management of his own business.

In no case decided by the higher American courts has a boycott by workingmen been specifically held legal. In a few instances dissenting opinions of judges have defended the boycott. This was notably true of the opinion of Judge Caldwell, of the United States court in the recent case of Hopkins *v.* Oxley Stave Company. The judge declared that any individual had the right to refuse to patronize an establishment and to persuade others to do the same, and that the act took on no different character when done by an organization. Moreover, in several leading American cases the trade boycott, that is, boycott of one dealer or manufacturer by the concerted action of other dealers or manufacturers, has been upheld as a legitimate form of competition. Thus, where an association of retail lumber dealers was formed to prevent wholesale dealers from selling lumber directly to contractors, the concerted refusal to patronize a wholesaler who acted contrary to this requirement was upheld by the supreme court of Minnesota. Other courts of ultimate jurisdiction in the United States have, however, taken the opposite stand in almost precisely parallel cases of trade boycott, holding it illegal. In England the House of Lords, several years ago, in the leading case of the Mogul Steamship Company, upheld the legality of the trade boycott; while the recent decision of the same authority in the case of Allen *v.* Flood, above referred to, asserting that workingmen have the right to refuse to work with nonunion men, or for any other cause, perhaps shows a tendency which will ultimately result in declaring boycotts by workingmen, if not accompanied by intimidation, legitimate.

It is very difficult to see any distinction in principle between the boycott when carried on by a group of workingmen, and the trade boycott. It is true that the trade boycott is more likely to be confined to concerted action on the part of a group of individuals, without especial attempt to influence those not belonging to the group. Nevertheless, the concerted action of a strong association of traders is more powerful in many cases than that of a body of workingmen using their utmost influence to persuade others to cooperate with them in the boycott.

The views of labor leaders as to the justifiability of the boycott are set forth above (p. XLVI).

VII. RAILROAD STRIKES AND BOYCOTTS.

During the past few years there have been numerous important cases in which labor disputes on railways have been brought before the courts, especially the Federal courts. The many cases centering around the great strike of the American Railway Union in 1894 attracted widespread public attention. The injunction has been employed with especial frequency and in the most far-reaching manner in connection with these disputes affecting transportation lines.

The same general principles on which the courts base their decisions in regard to labor combinations in other employments apply also to those in the transportation business. In addition other considerations have been brought forward. Most emphasis is perhaps laid by the courts on the thought that the protection of interstate commerce is the peculiar duty of the Federal Government, and that certain acts of workingmen which tend to obstruct interstate traffic are particularly to be condemned or to be restrained by injunction. Frequently allusion is made to the great seriousness of the effect which railway strikes may have upon the business and even upon the lives of great bodies of the people. The antitrust act of 1890, which is directed against "any contract, combination . . . or conspiracy in restraint of trade or commerce," while apparently designed by Congress primarily to apply to combinations of capital, has been invoked by the Federal courts in numerous instances against combinations of workingmen. Again, the courts have sometimes held the acts of strikers illegal on the ground that they interfere with the transportation of the mails, which is by United States statute a criminal offense. Finally, in one or two cases, the interstate-commerce act of 1887 has been applied against combinations of workingmen, particularly that section which prohibits refusal on the part of any railway or its agents to furnish proper facilities for the forwarding of cars from connecting lines.

The specific acts of combinations of workingmen which have been condemned on the basis of these general principles are numerous. Most frequently injunctions have sought primarily to restrain direct interference with the operation of railways by disabling tracks, switches, and rolling stock, by congregating in large numbers on railway tracks, by preventing men from entering into or remaining in employment through intimidation, threats, or violence, and other similar extreme methods. That those engaged in some of the recent great railway strikes have at times resorted to such practices can scarcely be denied. The courts have, however, gone further in many cases in seeking to restrain interference with the operation of railways. The injunction issued on July 2, 1894, which became the basis for the famous Debs case, prohibited even the persuasion of those in employment to quit or to refuse to perform their duties. It also prohibited the doing of any act "in furtherance of any conspiracy or combination to restrain either of the said railroad companies or receivers in the free and unhindered control and handling of interstate commerce, and from ordering, directing," etc., any other person to commit any of the acts prohibited. Such a wide-reaching injunction would seem practically to prohibit striking itself, and certainly to prohibit the acts of officers of labor organizations in urging a strike. To be sure the use of the words "conspiracy or combination to restrain" might be so interpreted as to apply only to a conspiracy in the technical legal sense, with the specifically unlawful purpose of restraining interstate commerce, without applying to the mere ordering of a strike for the betterment of conditions and not having such illegitimate purpose as its chief motive. Under this injunction Eugene V. Debs was imprisoned for contempt of court on the ground that he had encouraged and incited employees to quit service and to refuse to perform their duties, and on the ground that the entire strike of the American Railway Union, because of its interference with interstate commerce and of its character as a boycott, was an illegal conspiracy.

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ordinary duties. A few court decisions have gone even further and have held that the quitting of employment itself, under certain circumstances, is illegal. Thus the quitting of employment by railway employees to compel the Pullman Company to grant concessions to its employees was condemned by several Federal courts because of the element of boycott. In the cases growing out of this Pullman strike injunctions were not issued directly prohibiting workingmen from leaving employment. As already stated, however, in the Northern Pacific Railway case, somewhat earlier in the same year (1894), Judge Jenkins prohibited absolutely, by injunction, the quitting of employment in such a way as to cripple the service of the railway, although this part of the injunction was stricken out by Judge Harlan of the circuit court of appeals. In several other cases Federal judges have used language, rather in the nature of obiter dicta than of rulings, to the effect that strikes, particularly on railways, are extremely reprehensible and even illegal in themselves, whatever their motive. Such statements as these, however, can not be considered to represent the general attitude of the highest judicial authorities.

The subject of railway boycotts has already been several times alluded to in the preceding discussion as to railway strikes. The railway boycott, in the sense of refusal to handle certain classes of cars, is peculiar in its character, inasmuch as it involves usually only concerted action by the workingmen themselves, without attempt to influence the public to refuse patronage. Again, the boycott is effected often by means of a strike, by quitting employment, in order to avoid handling cars. On the other hand, a railway boycott conducted in this way is even more effective than one which consists merely in refusal of patronage. If the cars of a railway company can not be hauled at all, because of the refusal of the employees, the willingness of the public to patronize the railroad is a matter of no significance. The Supreme Court of the United States in the Debs case seems to hold quite distinctly that the mere cessation of employment is illegal when it is in pursuance of a wide-reaching combination of railway employees to refuse to handle certain cars, with the design of so injuring the railways and the public as to lead them to bring influence to bear upon another person to carry out a particular line of action. It is, however, impossible to dissociate the single element of boycott in this case, or the single element of quitting employment, from the elements of violence, intimidation, and interference with interstate commerce, which were supposed to be connected with this great dispute.

VIII. INJUNCTIONS IN LABOR DISPUTES.

As already seen in the preceding discussion, a conspicuous feature of recent cases before the courts regarding labor disputes has been the employment of the extraordinary equity process of injunction. By the injunction a court commands certain persons to refrain from doing specified acts. A violation of the order becomes then contempt of court, subject to summary punishment, in fine or imprisonment, by the court itself after hearing. During the past decade the courts have issued such injunctions against workingmen with especial frequency, particularly during strikes. The employment of this process during the great railway dispute of 1894 caused exceedingly widespread discussion. There can be no doubt that injunctions have been employed much more extensively in labor disputes in the United States than in Great Britain. Workingmen are almost uniformly opposed to the recent extended employment of this process, and many lawyers and other citizens not directly concerned with labor have taken a similar position.

One serious ground of objection is that ordinarily not sufficient opportunity for hearing is given before the injunction is issued. Judges may issue injunctions either in open court or in chambers, and a temporary injunction may be granted with no notice whatever to those affected by it. Before an injunction is made permanent an

very seldom been brought before the courts, although in New York agreements between incorporated unions and employers in the clothing trade have been enforced at law. It is possible that courts in other States would take a similar position were employers or employees disposed to attempt to enforce the terms of collective agreements by legal process. In general, however, unionists have preferred to enforce agreements by the threat of strike; while employers have felt that, even if judgments for damages should be obtained against unions, it would in many cases be impossible to collect them.

There has been much discussion as to the desirability of legislation extending the powers and responsibilities of labor organizations in their dealings with employers. Some form of incorporation with this view is often advocated. In Great Britain a special enactment of 1875 permits the registration of labor organizations and gives them certain powers as regards the handling of property and the control of their funds, but specifically provides that unions shall not be financially responsible for agreements with employers. In New Zealand and two other Australian colonies recent legislation has permitted unions, at discretion, to enter into binding agreements regarding the conditions of labor, which may be enforced against them by fine upon the union as such, the individual members also being liable to the amount of £10 each. Some such legislation as this has been strongly advocated by some persons both in Great Britain and the United States.

Workingmen in both of these countries have very generally opposed the incorporation of labor organizations, or the rendering of them financially responsible for all their acts as organizations. It is objected that, if unions as such were subject to suit for injury through all sorts of acts, such as boycotting, picketing, etc., their funds would never be safe and their entire position would be unstable. As a matter of fact a recent decision of the British House of Lords (1901), even under the existing statute in that country regarding labor organizations, has held that the funds of a union may be levied upon to collect damages for injury inflicted upon an employer by an unlawful act—a decision which has raised consternation among British workingmen. The proposition has been made in some quarters to give unions the power to enforce their agreements with employers regarding the conditions of labor by legal methods, and to make them legally responsible for carrying out those agreements, without extending their responsibility so as to cover all of their acts. Some unionists appear to be favorably disposed toward such a limited extension of responsibility, in exchange for added privileges before the courts.

It is evident that even if labor organizations were made nominally responsible, it would often be difficult to collect damages from them. Their funds are frequently small and often their individual members have little financial responsibility. Nevertheless not a few labor organizations possess funds of considerable importance, while in the absence of such funds assessments upon members within reasonable limits could often be collected, the threat of suspension from the union for failure to pay being sufficient power of compulsion.

Legislation prohibiting discrimination against union labor.—In most of the Northern States statutes have been passed prohibiting employers from demanding that the workingman shall not be a member of a labor organization as a condition of entering or continuing in employment. The supreme court of Missouri has held such a law unconstitutional, as being class legislation and as limiting the rights of employers in making contracts. Such statutes have not usually been questioned in other States. On the other hand, there have been but few attempts to enforce them before the courts, and apparently they have had comparatively little effect upon the actions of employers. In a case involving the Reading Railroad Company a Federal circuit court held under the common law that the railroad had a right to make it a rule that members of labor organizations should not be employed.

Another practice in connection with the injunction which has led to much criticism is the issue of orders directed not merely against specified persons, parties to a suit, but against unnamed persons, and even against all persons in general. The famous Debs injunction, for example, was by its terms made binding upon "all other persons whatsoever who are not named herein from and after the time when they shall severally have knowledge of such order." It is objected that all court traditions and rules have required that each person affected by an order of court shall be specifically named and shall have the order served personally upon him. The courts have usually treated this criticism lightly, declaring that it is as proper to issue an injunction against many persons as against one, that there must be no inadequacy in equity remedies because of technical points. This was the position taken by the Supreme Court of the United States in the Debs case.

Objection has also been raised by workingmen against the issue of injunctions by the Federal courts. Many labor cases, some involving injunctions and others not, have indeed in recent years been brought before these courts. Often such cases have been connected with interstate commerce, but in other cases the ground on which the Federal courts have claimed jurisdiction is apparently the fact that the litigants are citizens of different States. Workingmen often complain that the Federal courts are more disposed to favor capital and its interests than the State courts. Legal writers have also sometimes questioned the right of the Federal courts to issue injunctions regarding labor disputes as freely as they do.

In the Debs case the Supreme Court of the United States specifically decided that the Federal courts had the authority to issue injunctions to protect interstate commerce and prevent obstruction of the mails. Other Federal courts have often invoked the antitrust act of 1890, which permits the use of injunctions to prevent restraint of trade, but the Supreme Court held that, even in the absence of such provisions, the constitutional authority of the Federal Government regarding interstate commerce justified it in using any legal measures for preventing interference with such commerce.

Especial criticism has been brought against several injunctions issued by the Federal courts which sought to compel the performance of specific services by workingmen. This subject has already been discussed in connection with the summary of court decisions regarding labor disputes on railways.

IX. LEGAL POSITION OF LABOR ORGANIZATIONS.

The position of labor organizations under statute law and court decisions is a somewhat uncertain and anomalous one. Their powers and responsibilities are not clearly defined, and in general are not probably very great. Numerous American States have passed laws legalizing combinations of workingmen and strikes, so that trade unions, in the absence of statutes regarding incorporation, become legitimate as voluntary associations. In many States they may doubtless incorporate under the nonstock or membership corporation laws. In New York, Pennsylvania, and a half dozen other States special laws authorizing the incorporation of trade unions have been enacted, and a similar law has been enacted by Congress, but most of these are far from being specific regarding the powers and obligations of such incorporated unions. In most States very few labor unions have incorporated, although the number in New York is quite large.

Occasionally even unincorporated unions are sued in the courts, while somewhat more frequently those which are incorporated have been sued or have brought suit. The question as to the legal enforceability of agreements between employers and employees regarding the conditions of labor, or of the awards of arbitrators under such agreements, is one of special importance. Suits bearing on this question have

very seldom been brought before the courts, although in New York agreements between incorporated unions and employers in the clothing trade have been enforced at law. It is possible that courts in other States would take a similar position were employers or employees disposed to attempt to enforce the terms of collective agreements by legal process. In general, however, unionists have preferred to enforce agreements by the threat of strike; while employers have felt that, even if judgments for damages should be obtained against unions, it would in many cases be impossible to collect them.

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Protection of trade-union labels.—Nearly all of the American States have within the last few years adopted statutes permitting the registration of union labels and trademarks and providing for the punishment of the infringement of such labels. Some such statutes apply only to labor organizations, while others apply to any organization which desires to adopt a label to designate the products of its labor or that of its members. Such statutes have usually been upheld by the courts as constitutional, and even when applying only to labor organizations the charge that they were class legislation has been declared unfounded. The objection that the label is not placed upon goods which are the property of the union or of the employee, but which are the property of another, has not been considered a valid reason for refusing to protect the use of the label.

The statistics of the Department of Labor indicate the proportion of strikes which are ordered by labor organizations as compared with those not so ordered. About 63½ per cent of all strikes from 1881 to 1900 were due to the action of labor organizations. By comparing similar figures for the two groups of selected trades, it is evident that in the more strongly organized trades the proportion of strikes ordered by trade unions is much larger than in the weakly organized trades, more than three-fourths of all strikes in the first group and less than one-half of all in the second group having been due to the initiative of unions. This, of course, is not necessarily an indication of an inclination on the part of labor organizations to strike, but may be mainly due to the fact that a large proportion of all the workingmen in the trades of the first group belong to labor organizations, while only a small proportion of the workers in the second group are organized.

It will be observed from the last column of the table that in the nine strongly organized trades named, on the average, during the 20 years from 1881 to 1900, 62.47 persons were thrown out of employment yearly per 1,000 persons employed. The corresponding proportion for the weakly organized trades is 82.88 persons per 1,000 employed. The industry in which strikes are most prevalent of all is the coal and coke industry, where not less than 297.3 persons were thrown out on the average each year by strikes. The workingmen in the coal mines were, till about 1897, very weakly organized. It should be remembered, however, that this industry has always been overcrowded, that the demand for its product is seasonal, and that accordingly the workingmen are almost always out of employment a considerable portion of each year. It is doubtful, therefore, whether the amount of unemployment is actually increased through strikes by anything like the aggregate duration of the strikes themselves. To some extent it may be said that the workingmen merely select the time for unemployment which seems to them most favorable for obtaining better conditions. If this trade should be eliminated from the weakly organized group, we should find the proportion of strikes to persons employed approximately the same in each of the two groups of trades, and it is impossible to draw any conclusion from the figures as to whether labor organizations tend to increase the number of strikes. It is doubtless true on the one hand that the more strongly organized workingmen, with experienced and conservative leaders, are less apt to rush into hasty strikes than comparatively ignorant and unorganized men would be. On the other hand, organized workingmen have usually a better chance of winning their strikes, as is more fully shown below, and are therefore at times more disposed to enter into them than unorganized men. Further discussion as to the reasons for the frequency or infrequency of strikes in the respective trades is given in the body of the report.

STRIKES AMONG WOMEN.

An interesting feature of the strike statistics has to do with the distinction among the strikers according to sex. It is frequently supposed that women are, because of their weaker economic position as well as because of their alleged dependence and timidity, less apt to strike than men. The statistics presented by the Department of Labor regarding strikes from 1887 to 1900 do not bear out this view. The employment of women is most marked in the boot and shoe trade, the manufacture of carpets, cotton goods, silk, rubber goods, cigars and tobacco, and woolen and worsted goods. The proportion of women employed in these trades ranges from 15.8 per cent to 59.3 per cent of the total number of persons employed. The percentage of females among the total number of strikers in these trades ranges from 22.3 per cent to 50.3 per cent. In four of the trades named the proportion of strikers who are females is larger than the proportion of the total number of employees who are females.

COMPARISON WITH FOREIGN COUNTRIES.

The foreign countries which have presented strike statistics for any considerable number of years are Great Britain, France, Austria, and Italy. Germany began the presentation of such figures in 1899, and a report for that year only is available. In the text the statistics of the number of strikes and strikers from year to year in each country are given, together with some discussion as to the significance of the figures. It will be sufficient here to compare the various countries with the United States as regards the prevalence of strikes in proportion to the industrial population. It can scarcely be hoped that the elimination of those classes which are not subject to strike has been made in precisely a parallel fashion for each country, since the census methods employed by different governments vary somewhat. Nevertheless, it is believed that the figures in the following table represent fairly the industrial population of each country. It is well known that the proportion of the total population engaged in manufacturing, mechanical, mining, and transportation industries differs very greatly in different countries. Only in the United States, Great Britain, and Germany is a distinction made between the number of strikers and the number thrown out of employment as the result of strikes, and it is uncertain whether or not in the other countries the figures given include all thrown out of employment

Comparative prevalence of strikes.

Country.	Years.	Annual number of strikers or persons thrown out of employment by strikes and lockouts.	Industrial population. Censuses of 1890 or 1891.	Number of strikers, etc., per 1,000 of industrial population.
United States	1881–1900	330,500	9,843,466	33.6
Great Britain	1890–1900	295,220	10,689,018	27.6
France	1890–1899	92,448	4,779,787	18.3
Germany	1899	117,750	10,619,781	11.1
Austria	1894–1899	[1] 49,139	3,264,188	15
Italy	1889–1898	[1] 41,462	3,001,844	13.8

[1] Not including lockouts, which in each country, according to the reports, are so few as not to affect the figures to any material extent.

From this table it appears that in proportion to the industrial population a larger number of persons are thrown out of employment yearly by strikes and lockouts in the United States than in any other country presenting strike statistics, no less than 33.6 being out of employment at some time each year per thousand of the working population. In Great Britain the corresponding figure is next highest, 27.6 per thousand of the population. The British statistics seem to show a distinct decrease in the number of strikes and strikers during the past few years, and there is reason to believe that the increased employment of methods of collective bargaining, conciliation, and arbitration for the settlement of the relations between employers and employees has contributed to this result. France shows the next largest proportion of strikers, 18.3 per thousand of the population, or about two-thirds of the proportion of Great Britain. The German statistics cover only a single year, and are therefore less significant, but for that year the number of persons thrown out by strikes and lockouts was less in proportion to the industrial population than in any other country covered by the table, 11.1 per thousand. The proportion of persons thrown out of employment by strikes yearly in Austria is 15 per thousand and in Italy 13.8 per thousand of the industrial population.

The prevalence of strikes by industries exhibits some degree of parallelism in the different countries. Thus the mining industry shows an especially large proportion

Relative number of strikes due to different causes.

Countries.	Years.	Per cent of strikes regarding rate of wages.	Per cent of strikes regarding hours of labor.
United States	1881–1900	48.2	25.
Great Britain	1893–1900	[1] 71.5	3.
France	1890–1899	41.1	9.
Germany	1899	53.6	18
Austria	1894–1899	54.9	21.
Italy (average)	1892–1899	60.2	7

[1] Includes also strikes as to method of paying wages, etc., roughly 10 per cent of all.

From this table it appears that demands regarding wages cause a larger proportio of strikes in all foreign countries except France than in the United States, althoug the difference in the case of Germany and Austria is not great, and might be du largely to the different basis of the statistics. The number of strikers in France wh seek changes in the rate of wages or who resist reductions is comparatively lo 41.1 per cent of all strikers, but it is to be noted that in France a very large numb of strikes grow out of demands regarding the methods of paying wages, fines, dedu tions for insurance funds, and similar matters connected with wages, no less than 2 per cent of all strikers being concerned with demands of this sort. It is possible, explaining the general differences between the United States and the other cont nental countries in regard to causes of strikes, that in this country, where workingme are more strongly organized than in the most of the continental countries of Europ they feel warranted in striking more frequently for less directly necessary object such as the recognition of the union, exclusion of nonunion men, etc., than workin men abroad. In Great Britain, however, the unions are more strongly organized tha in the United States, and the high proportion of strikers who make demands regardi wages, 71.5 per cent (and over 60 per cent even if strikes as to methods of payment eliminated), is probably explicable largely by the fact that, at least in many trade the British workingmen have secured hours of labor which seem to them satisfacto and strike comparatively seldom to secure reduction of hours. This is seen in the l column of the table, which shows that strikes regarding hours of labor are a larg proportion of the total number of strikes in the United States than in any oth country, and especially than in Great Britain. While 25.8 per cent of strikes in t United States have to do with hours of labor, overtime, etc., the proportion of strik in Great Britain making demands regarding hours is only 3.4 per cent. In Italy whe the labor movement has made little progress as yet, workingmen probably feel l able to insist on demands for shorter hours, and only 7 per cent of all strikes are d to this cause. In Austria strikes regarding hours of labor are very common, no l than 21.8 per cent of all strikes being due to this cause, while the correspondi proportion in France is 12 per cent and in Germany 18 per cent.

III. DURATION OF STRIKES AND LOCKOUTS.

The report of the United States Department of Labor shows that, for the ye 1881 to 1900, 65.73 per cent of the establishments in which strikes occurred w closed by them, while 71.95 per cent of establishments in which lockouts occur were closed. The average number of days during which establishments closed account of strike remained closed was 20.1, while in the case of lockouts the per of time closed averaged 52.4 days.

Other tables of the Department of Labor show the average length of time elapsing from the beginning of strikes to the time when strikers in the respective establishments are all either reemployed or replaced by others. This shows the duration of strikes in the most satisfactory manner in which it can be ascertained. The average duration for the twenty years, 1881 to 1900, was 23.8 days. The average duration of lockouts was 97.1 days, this number being especially increased by the very great prolongation of the Chicago building trades lockout in 1900, which brought up the average duration of lockouts in that year to no less than 265.1 days.

In order to appreciate the significance of the figures regarding the duration of strikes and lockouts, it is desirable to ascertain the aggregate amount of time lost by them and to compare this with the possible number of days of working time. By comparing the average duration of strikes with the number of persons thrown out of employment by them, it appears that the time lost by strikes each year from 1881 to 1900 was equal to the labor, during 300 days of the year, of 24,219 persons, out of a total industrial population of 9,843,466 by the census of 1890. It seems that, supposing the working time to amount to 300 days per year, the average workingman will lose only 1 day out of 406 as the result of strikes, or 1 out of 380 days as the result of strikes and lockouts combined. Moreover, it is commonly maintained by workingmen that the amount of unemployment is not increased so greatly by strikes as would appear at first glance, since often the workingmen merely seize occasion to quit employment at a time most favorable to them, instead of waiting until depression in the industry closes the establishments temporarily without strike.

FOREIGN COUNTRIES.

The reports of most foreign countries give, not the duration of strikes strictly, but the number of days lost by each striker on the average. This figure probably does not differ greatly from that for the average duration of strikes as presented in the American statistics. In Great Britain the average number of days lost per person affected by strikes and lockouts from 1881 to 1900 was 34.9, or very considerably more than the average duration of strikes in the United States. In France, on the other hand, strikes are much shorter, the average number of days lost per striker from 1890 to 1899 being 14.2. In Austria the statistics present the duration of strikes on the same basis as in the United States, the average for the years 1894 to 1899 being a little over 13 days.

IV. LOSSES FROM STRIKES AND LOCKOUTS.

The United States is the only country which endeavors to present statistics regarding the losses of employers and employees as the result of labor disputes. It is admitted by the Department of Labor that these figures are apt to be somewhat misleading. It is, for example, very difficult to ascertain precisely the daily rate of wages which strikers lose by being out of employment, while it is still more difficult to know precisely how much is the loss in profits to the employer. Moreover, it is true, especially in some trades, that periods of unemployment are likely to occur from time to time even in the absence of strikes. The aggregate amount of time and earnings lost by employers and employees during a year may not be materially increased by a strike, and neither the employers nor the employees may suffer much more from the quitting of work on account of the strike than they would have suffered in any case. While the figures presented must therefore be taken with proper caution, they are nevertheless interesting.

The loss in wages to employees as the result of strikes and lockouts from 1881 to 1900 is calculated at no less than $306,683,223. While this amount looks large at first blush, it represents an average of only a little over $15,000,000 yearly, a rela-

The statistics regarding lockouts show results much less favorable to the employees than those regarding strikes. This might indeed be expected. In only 42.93 per cent of the establishments in which lockouts occurred were the workingmen successful in opposing the position taken by the employer, while compromise resulted in only 6.28 per cent of the establishments, a little more than half of the total number of lockouts resulting to the advantage of the employers.

EFFECT OF LABOR ORGANIZATIONS.

The tables prepared by the Department of Labor seem to show very clearly the effect of labor organization in strengthening workingmen in their demands for improved conditions. In establishments in which strikes were ordered by labor organizations, from 1881 to 1900, the workingmen were successful in 52.86 per cent of their strikes, while in establishments in which the strikes were not ordered by labor organizations the percentage of success was only 35.56. A larger proportion of the strikes ordered by labor organizations also show partial success than in the case of strikes not so ordered; while of strikes ordered by labor organizations only 33.54 per cent failed entirely, as compared with 55.39 per cent in the case of strikes not ordered by organizations.

The effect of strong organizations of labor is also seen by comparing the results of strikes in those trades which are known to be strongly organized with the results in those which are known to be largely unorganized or only weakly organized. The same trades which were selected for comparison as regards the relative prevalence of strikes are compared in the body of the report as regards the results. The brewing, building, glass, machinery, printing, shipbuilding, stone quarrying and cutting, tobacco, and transportation industries are believed to be somewhat more strongly organized than most others. Taking the average for these industries as regards strikes ordered by labor organizations, the workingmen were successful in obtaining their objects in 48.07 per cent of the establishments, while they succeeded partly in 12.77 per cent of the establishments and failed altogether in 39.15 per cent. It is true that, for various reasons, these figures seem to show somewhat less favorable results for the strikers than are shown by the figures for strikes of all classes of workingmen combined. At the same time the proportion of success in these strongly organized industries is very much higher than in the case of those which are known to be weakly organized—the boot and shoe, brick making, carpeting, coal and coke, cotton, paper, rubber, silk, and woolen industries. Taking the average of these, the workingmen were successful in only 28.82 per cent of the establishments in which strikes were ordered by organizations, while they failed altogether in 53.48 per cent of the establishments in which strikes were so ordered.

At the same time it is noteworthy that the widest possible variations in the degree of success are manifested as among the trades which may be classed as strongly organized, and there is even a wider variation as among the weakly organized trades themselves. The trades in which the workingmen were most successful among those which may be considered strongly organized are the building, machinery, stone-cutting, and transportation industries, while in the brewing, printing, and tobacco industries, although labor organizations are strong, the proportion of success in strikes is comparatively low. Among the weakly organized industries the most unfavorable results for strikers are shown in the cotton, coal and coke, and rubber industries.

RESULTS OF STRIKES ACCORDING TO CAUSES.

As may be expected, the results of strikes for different classes of causes differ materially. In the body of the report a table is presented showing the entire number of causes of strikes, and the number of cases in which the workingmen were successful,

BENEFITS.

	Sick and accident, weekly.	Out of work, weekly.	Sundry.
ayments.			Total disability, same as death.
ayments.			Do.
yments.			
yments.			Do.
yments.			Do.
ihip; $75 irs old at in good			Disability benefits same as funeral benefits.
after 12	$5 after 6 months' membership.		$50 on death of a wife.
hip	do		
	Exempt from dues	If more than 1 month, exempt from dues.	
benefit			
ngth of	$5 a week, not more than 18 weeks in any year.	$3 a week, not more than 18 weeks in any year; victimized, same as strike.	Traveling loans not exceeding $20; $40 on death of wife or dependent mother.
p			
		If discharged unjustly, $6.	
iber			
			Traveling loan not exceeding $21.
	$5		
$3,000			
ially $60			
	$3 for 13 weeks		

as been made to give the dates of formation of the earlier organizations.

PART II.

NATIONAL LABOR ORGANIZATIONS IN THE UNITED STATES.

CHAPTER I.

EARLY GENERAL LABOR ORGANIZATIONS.

National Labor Union.—On August 20, 1866, a meeting was held at Baltimore by several representatives of organized labor, at which a general organization was formed, to be known as the National Labor Union. No formal platform was adopted, but several resolutions were passed indicating the desire of the delegates for particular reforms. One of these resolutions was as follows: "That the first and grand desideratum of the hour, in order to deliver the labor of the country from this thraldom, is the enactment of a law whereby 8 hours shall be made to constitute a day's work in every State of the American Union." Other resolutions recommended cooperation; urged the support of newspapers devoted to the interests of the industrial masses; pledged the support of the members to the "sewing women and daughters of toil;" expressed a desire for the reform of the evils of tenement houses; declared that the public lands should be disposed of only to actual settlers; recommended the organization of all workmen into unions of their trades, and the association of those who had no trades into general labor unions; advocated a more rigid enforcement of the apprenticeship system to prevent filling shops with "botch mechanics;" and recommended the establishment of workmen's lyceums and reading rooms. The committee on strikes reported as its "deliberate opinion that, as a rule, they are productive of great injury to the laboring classes; that many have been injudicious and ill advised and the result of impulse rather than of principle and reason; that those who have been the fiercest in advocacy have been the first to advocate submission." On these grounds the committee recommended that "they be discountenanced, except as a last resort and after all means of effecting an amicable settlement have been exhausted." The committee also recommended that each trade organization appoint an arbitration committee for the settlement of all disputes between employer and employed, "by the early adoption of which means we believe the majority of the ill-advised so-called strikes would have been prevented." The report of the committee gave rise to a long discussion, but the convention adopted it.

While the National Labor Union was formed by trade unionists, the idea of a general union of workingmen does not seem to have appealed to trade unionists in general. The National Labor Union met again in 1867, at Chicago, but it was found that no considerable progress had been made. Perhaps no considerable progress could, in any case, have been expected, since the Baltimore convention had made no provision for the raising of a revenue for organizing purposes. This lack of practical effort was not remedied. A third convention was held in August, 1868, at New York. The existence of the organization had, by this time, been considerably advertised, and the organization had obtained a certain importance in the public mind from the probability that it might undertake to make itself the nucleus of a new political party. In June, 1868, Congress had passed a law making 8 hours a day's work for all laborers, workmen, and mechanics employed by or on behalf of the Government of the United States. The National Labor Union had carried on a certain agitation to this end, and it claimed the 8-hour law as the result of its efforts. This success probably increased the apparent importance of the organization.

A formal platform was adopted by the convention of 1868. It devoted t greatest attention to the money question. Some of its utterances on this point a as follows: "The law enacting the so-called national banking system is a deleg tion by Congress of the sovereign power to make money and regulate its power a class of irresponsible banking associations, thereby giving to them the power control the value of all the property in the nation, and to fix the rewards of lab in every department of industry. * * * This monopoly is the parent of a monopolies, the very parent and root of slavery." The platform affirmed that t securing of the natural rights of labor, the giving to the wealth-producing class the time and means necessary for social enjoyments, intellectual culture, ar moral improvement, and the compelling "of the nonproducing classes to earn a li ing by honest industry," were to be "effected by the issue of Treasury notes made legal tender in the payment of all debts, public and private, and convertible, the option of the holder, into Government bonds, bearing a just rate of interes sufficiently below the rate of increase in the national wealth by natural produ tion, to make an equitable distribution of the products of labor between no producing capital and labor, reserving to Congress the right to alter the sam when, in their judgment, the public interest would be promoted thereby; givin the Government creditor the right to take lawful money or the interest-bearin bonds, at his election, with the privilege to the holder to reconvert the bond into money or the money into bonds at pleasure." Another resolution declare for a system of general organization in which each branch of industry shoul organize itself in its own way, subject only to such restraint as might be nec essary to bring the action of each into harmony with the rest. Support was agai pledged "to the sewing women and daughters of toil." Cooperative stores an workshops were recommended. It was demanded that "the labor performe by convicts shall be that which shall least conflict with honest industry outsid of the prison, and that the wares manufactured by convicts shall not be put upo the market at less than the common market rates." It was declared that "th experience of the past has proved that vice, pauperism, and crime are the inevit able attendants of the overcrowded and ill-ventilated dwellings of the poor." Th formation of mechanics' institutes, lyceums, and reading rooms was recommended Workingmen out of employment were advised to become settlers upon publi land. It was declared that "where a workingman is found capable and available for office, the preference should invariably be given to such persons."

The year 1868, in which this platform was adopted, was the year of the greates importance of the National Labor Union. Its convention at Cincinnati in 186 showed a marked decline, and an insignificant meeting at St. Louis in 1870 barel called attention to its death.

Some additional resolutions were adopted at Cincinnati and St. Louis. Among them were the following:

"*Resolved*, That the claim of the bondholders for payment of it (gold for that class of indebtedness known as 5-20 bonds, and the principal of which is legally and equitably payable in lawful money) is dishonest and extortionate; and hence we enter our solemn protest against any departure from the original contract, by funding the debt in long bonds, or in any increase of the gold-bearing and untaxed obligations of the Government."

"That the protection of life, liberty, and property are the three cardinal principles of government, and the first two more sacred than the latter; therefore money necessary for prosecuting wars should, as it is required, be assessed and collected from the wealth of the country, and not be entailed as a burden on posterity."

"That we view with apprehension the tendency to military domination in the Federal Government; that standing armies are dangerous to the liberties of the people; that they entail heavy and unnecessary burdens on the productive industries, and should be reduced to the lowest standard."

Other resolutions called for the establishment of a Department of Labor at Washington; opposed "the importation of servile races," by which the Chinese were meant; and declared that women were entitled to equal pay with men for equal services.

The Industrial Brotherhood.—The presidents of the Machinists and Blacksmiths' Union, the Coopers' International Union, and the Molders' International Union issued a call in 1872 for "an informal meeting of the presidents of the national and international trades organizations of America, in Cleveland, Ohio, on the 19th of November, 1872, for the purpose of taking the initiative steps looking to the formation of an industrial congress of North America, to be composed of bona fide representatives of bona fide organizations." When the 19th of November came, two of the three signers of the call appeared, and no one else. The effort was renewed, however, and a larger convention was got together in Cleveland on July 15, 1873. The Brotherhood of Locomotive Engineers was the only labor organization which pro-

nounced against the movement. The convention sat for several days, elected officers, and adjourned to meet at Rochester, N. Y., on April 14, 1874. At that time and place a constitution was adopted under the title of the Industrial Brotherhood. A preamble or declaration of principles of 18 items was put out. The preamble which was adopted several years later by the Knights of Labor, and which is summarized on page 5, was copied almost word for word from this preamble of the Industrial Brotherhood. The brotherhood demanded a monthly pay day for corporations, and the Knights in their platform made it weekly. Four resolutions of the brotherhood were not repeated by the Knights. They related to the organization of a system of public markets to facilitate the exchange of productions of farmers and mechanics, tending to do away with middlemen and speculators; to the inauguration of cheap transportation to facilitate the exchange of commodities; to Chinese immigration; and to "the enactment and enforcement of equitable apprentice laws." Only one new demand was added by the Knights; that for the prohibition of the employment of children under 14 in workshops, mines, and factories.

Though somewhat elaborate preparations were made for the extension of the organization, though deputies were appointed for 31 States to organize local lodges, the Industrial Brotherhood had not vitality enough even to hold a second convention. Its programme seems to have contemplated the organization of the members of the several trades into separate though allied bodies; but Mr. Powderly attributes the death of the brotherhood to the dislike of trade unionists for the idea of unity with men outside their own trades, and in particular with common laborers.

CHAPTER II.

THE KNIGHTS OF LABOR.

History.—In December, 1869, the local union of garment cutters in Philadelphia, after a period of dissension following several years of successful life, resolved to dissolve and divide its funds. Several of the leaders had for some time been preparing for this event and elaborating the plan of a new organization. They and a few of their associates whom they called in began at once to put their plans into effect. On December 28, 1869, the name of the Knights of Labor was adopted, and also a further local name of the body, the Garment Cutters' Assembly. This is the statement of Mr. Powderly, and seems to imply that the notion of an all-embracing organization had already arisen. Yet Mr. Powderly says in another place that "the idea of extending the benefits of the organization to others than the garment cutters was first introduced at a meeting of the assembly on July 28, 1870."

On January 6, 1870, the first regular officers were elected. According to Mr. Powderly, they bore at that time the same titles which the local officers of the Knights bear still—venerable sage, master workman, worthy foreman, worthy inspector, unknown knight, etc.

The very existence of the new society was shrouded in the deepest mystery. On July 14, 1870, the following motion was debated and voted down: "To allow members to disclose to such persons as they wished to propose the existence of this order." On August 11, 1870, it was resolved "that a member of this assembly have the privilege to reveal his membership in this organization to those he desires to obtain for members: provided always, however, that he does not reveal the name or names of any other person or persons who are members of this organization, according to the terms of the obligation." For several years it was forbidden to speak the name of the organization anywhere or at any time above a whisper. The name was represented in all documents by a line of stars, usually five.

On October 20, 1870, the first person not a garment cutter was proposed as a "sojourner" in the assembly. The idea was to initiate good men of all callings and allow them the benefit of the association on the same footing with the garment cutters, except in deciding trade matters. These sojourners were to be missionaries in their own crafts. When enough had been secured in any one trade, they were to form a new assembly of their own.

At the end of the first year 70 men had been initiated into the order. On July 18, 1872, Assembly No. 2, composed of ship carpenters and calkers, was organized. Assembly No. 3, shawl weavers, was organized on December 21, 1872; No. 4, carpet weavers, a little later; No. 5, riggers, was founded on March 27, 1873, and

No. 6, carpet weavers, at Kensington soon after. Before the end of 1873 mor than 80 assemblies were in operation.

When 5 assemblies had been formed, a joint committee was established, con sisting of three members from each. In the fall of 1873 this machinery seeme insufficient. Assembly No. 1 appointed a committee of progress, consisting of members, and asked each of the other assemblies to do the same. When the join committee met, they thought it advisable to form a permanent central organiza tion. They accordingly established a district assembly. It was organized o Christmas Day, 1873. On October 14, 1874, District Assembly No. 2 was organize in Camden, N. J. District Assembly or "D. A." No. 3 was founded on August 8 1875, at Pittsburg. From this second center the order spread with very grea rapidity. D. A. No. 1, at Philadelphia, was the recognized head of the order, bu D. A. No. 3 sent out so many branches that a feeling of jealousy arose between i and D. A. No. 1. Not only assemblies, but even district assemblies, were estab lished by the authority of D. A. No. 3 without consultation with D. A. No. 1, an were in some cases given duplicates of the numbers that No. 1 had given to othe assemblies and district assemblies.

The use of the letters "D. A." for district assembly and "A." for assembly wa at first a part of the mystery which was made to surround all the proceedings o the Knights. Mr. Powderly says: "In order to save space in writing and to kee the names of the separate organizations as secret as possible, even among mem bers, it was decided that the assembly should be known as 'the A.,' while th district assembly should be known as 'the D. A.'"[1]

No effort was made to establish a national head for the Knights of Labor unti 1875. In that year discussion arose among the members as to the difficultie which the extreme secrecy of the organization placed in the way of getting new members. This discussion led to the issue of a call by D. A. No. 1 for a nationa convention, to be held at Philadelphia on July 3, 1876. The convention met and adopted a constitution, which gave to the national body the name of National Labor League of North America. The ordinary official titles of president, vice-presi dent, treasurer, and secretary were adopted for the national officers. Supreme authority, between conventions, was to be vested in an executive committee o five. It was resolved that members in good standing be assessed 5 cents a year for the support of the central body. It was voted to hold another convention in July, 1877. Though the call for the convention had originated in the discussion of the proposal to publish the name of the order, no action looking to that end was taken.

D. A. No. 3, of Pittsburg, had not favored the holding of this convention. With the concurrence of the assemblies west of the Alleghenies, it called another national convention at an earlier date than that to which the Philadelphia meeting had adjourned. A meeting was held in Pittsburg in May, 1877, in pursuance of this call, and a rival national constitution was established.

The disjointed character of the organization up to this time is indicated by Mr. Powderly's statement that "no notice of the Philadelphia convention had been given to the Scranton assembly in 1876, and although a large and powerful district assembly flourished in the Lackawanna and Wyoming valleys when the Pittsburg conference was called, the officers of that district were not notified until the proceed ings of the conference were mailed to them by the corresponding officer of D. A. No. 3, who had by the merest accident learned of the existence of the Scranton district." This looseness and lack of mutual knowledge seems to have resulted, in great part, from the extreme secrecy which surrounded all the operations of the order. After much correspondence between members in various parts of the country, the secretary of the Pittsburg D. A. furnished the addresses of such districts as he had organized to the secretary of D. A. No. 1, at Philadelphia, and a circular was issued, under the authority of the Philadelphia body, to all local bodies whose addresses could be obtained, calling a new convention to be held in Reading, Pa., on January 1, 1878, for the purpose of forming a central assembly, and also for "the creating of a central resistance fund, a bureau of statistics, pro viding revenue for the work of the organization, establishment of an official register, giving the number, place of meeting of each assembly, etc." The sub ject of making the name public was also mentioned.

The convention met and adopted for itself the title of General Assembly of the Knights of Labor of North America. At this meeting the name local assembly was first adopted for the local bodies. The titles of the national officers were formed by prefixing the word "grand" to the titles already in use for the local offi cers—grand master workman, etc. Under the influence of Mr. T. V. Powderly and Mr. Robert Schilling a preamble was adopted, which was copied chiefly from

[1] Thirty Years of Labor, pp. 164, 180-184, 187-193.

the constitution of the Industrial Brotherhood of 1874. The objects proposed in this preamble are "to bring within the folds of organization every department of productive industry, making knowledge a standpoint for action, and industrial and moral worth, not wealth, the true standard of national greatness;" "to secure to the toilers a proper share of the wealth they create," and "all those rights and privileges necessary to make them capable of enjoying, appreciating, defending, and perpetuating the blessings of good government;" the establishment of bureaus of labor statistics; cooperation; the reserving of public lands for actual settlers; the removal of legal technicalities, delays, and discriminations, and the abrogation of laws which do not bear equally upon capital and labor; provision for the health and safety of those engaged in mining, manufacturing, and building pursuits; a compulsory weekly pay day for corporations, with payment in lawful money; a first lien for mechanics and laborers on the product of their work; abolition of the contract system on public works; "the substitution of arbitration for strikes, whenever and wherever employers and employees are willing to meet on equitable grounds;" prohibition of the employment of children under 14 in workshops, mines, and factories; abolition of the letting out of the labor of convicts by contract; equal pay to both sexes for equal work; the eight-hour day; legal-tender paper money, issued without the intervention of banks.

A revenue was provided for as follows: For each charter to a D. A. or L. A., $5; for each traveling, transfer, or final card, 10 cents; and a per capita tax of 1½ cents a quarter. The salary of the grand master workman was fixed at $200 a year, that of the grand secretary at $800, and that of the grand treasurer at $50.

The first grand officers were: Grand master workman, U. S. Stephens; grand worthy foreman, Ralph Beaumont; grand secretary, Charles H. Litchman; grand assistant secretary, John G. Laing.

The adoption of a seal was left to the grand master workman and the grand secretary. The principal devices of the seals of the order are an equilateral triangle within a circle to designate a local assembly, a pentagon to designate a district assembly, and a hexagon to represent a State assembly. The "great seal of Knighthood" embraces all these designs; around the inner edge of the circle, outside the hexagon, runs the motto of the order, "That is the most perfect government in which an injury to one is the concern of all," and from the circumference of the circle radiate the points of a 5-pointed star.

The extreme secrecy which surrounded the order in its early days was defended on the ground that open and public associations of workingmen had proved to be failures, and that if the society worked openly its members would be exposed to the suspicion and dislike of their employers. This mystery doubtless contributed to the antipathy and dread with which the order seems to have been regarded, particularly in regions which had recently had sad experiences with secret societies. The days of the Molly McGuires in Pennsylvania were scarcely over. Those who had seen the Molly McGuires only from the outside, and only at their worst, naturally supposed that a new secret organization among workingmen was likely to develop a similar character. Those who believed that the detectives who had gained admission to the Molly McGuires had instigated many of their crimes and had sworn away the lives of innocent men were suspicious, on their side, of a new order surrounded with mystery. The name of the Knights of Labor seems to have been permitted to leak out in the coal regions under the influence of these remembrances of the Molly McGuires. It seemed best to call a special session of the General Assembly on June 6, 1878, for the purpose of discussing the expediency "of making the name of the order public for the purpose of defending it from the fierce assaults and defamations made upon it by the press, clergy, and corporate capital." In the call for this special session the name of the order was still represented, as had been the custom, by a line of 5 stars. The question of the publication of the name was referred back to the local assemblies. The popular vote was not decisive. The second regular General Assembly, without decreeing a general abolition of secrecy, voted to allow such local bodies as wished to work openly to do so. Some assemblies began to work openly under this authorization.

The second regular session of the General Assembly met at St. Louis on January 14, 1879. Only 23 representatives were present, although 26 district assemblies were in existence.

The third regular session met at Chicago on September 2, 1879. In the interval four new district assemblies had been organized. Grand Master Workman Stephens was unable, by reason of ill health, to attend this convention or further fill his office. Mr. T. V. Powderly was elected in his place. The salary of the grand master workman was continued at $400 a year and that of the grand secretary at $800.

A resolution was introduced to provide that working women might become members and form assemblies under the same conditions as men. It received a majority vote, but not the two-thirds necessary for amending the constitution.

The fourth session of the General Assembly met in Pittsburg on September 7 1880. The committee on credentials reported 44 representatives, of whom 41 were present. Forty-two district assemblies were represented, besides over 200 local assemblies which were attached directly to the General Assembly. The report of the secretary showed receipts of $6,121 and payments of $6,050. A committee was appointed to prepare a ritual for the government of assemblies of women, and a resolution was adopted that women be admitted as soon as the ritual was printed. The salary of the secretary was raised to $900 and that of the assistant secretary was fixed at $750. That of the grand master workman remained as before.

The fifth session met at Detroit September 6, 1881. It was reported that the number of local assemblies had increased over 60 per cent during the year and the number of members over 70 per cent. One new district assembly had been organized. Up to this time the name of the order was officially treated as a profound secret, though many local assemblies had been working openly under the permission given in 1879. On the letter heads and all other printed matter of the order the name had always been represented by five stars. The unknown name had been characterized by the phrase "noble and holy." At this session of the General Assembly it was voted to drop these adjectives and to make public use of the name of the order. The grand master workman was instructed to issue an address to the world on January 1, 1882, proclaiming that the order of the Knights of Labor existed. The pledge of absolute concealment of the business of the order had been enforced by an oath. The oath was dropped and replaced by a word of honor. The charter fee was raised to $10 and the per-capita tax to 2 cents a member a month.

The committee appointed the year before to prepare a ritual for assemblies of women made no report. The master workman had decided that women should be admitted on an equality with men. They were admitted accordingly from this time.

The sixth session of the General Assembly was held in New York on September 5, 1882. Six new district assemblies were represented, making a total of 49. Among them was the first national trade district assembly ever organized in the order. It was composed of telegraphers. It went on a strike during the following year, and the strike resulted in the practical destruction of it.

A plan of benefit insurance was adopted at this session and placed in charge of Mr. Charles H. Litchman as insurance secretary. Mr. Litchman had been succeeded the year before, in the office of grand secretary of the order, by Mr. Robert D. Layton. The salaries of the grand secretary and the assistant secretary were raised to $1,200 each. The grand treasurer received $100. Mr. Powderly refused to accept any increase of his own salary as grand master workman. The receipts from September 1, 1881, to August 31, 1882, were $16,935; the expenses were $15,028.

The seventh meeting of the General Assembly was held on September 4, 1883, at Cincinnati. Fifteen new district assemblies had been organized during the year. The titles of the officers were changed at this meeting from grand to general—an adjective which was thought to smack less of aristocracy and to accord better with the spirit of the order. The salary of the general master workman was raised to $800. The general secretary was authorized to appoint a chief clerk, at a salary of $1,000. The secretary of the general executive board was directed to devote his whole time to the work of his office and his salary was fixed at $1,200. The general statistician was given a salary of $300 a year.

The eighth regular convention met at Philadelphia on September 1, 1884. Twelve district assemblies had been organized during the preceding year. The salary of the general master workman was raised to $1,500, and he was directed to spend 16 weeks in the field, 4 weeks in each section of the country.

The ninth session was held at Hamilton, Ontario, on October 5, 1885. No important changes were made in the laws of the order. Much discussion of cooperation took place, but no definite advance in this direction was made, and the convention was depressed by the failure of the Cannelburg mine.

Mr. Powderly attributes the enormous growth of the order between the latter part of 1885 and the early part of 1886 to two circumstances for which the order itself was not responsible. One was the movement for the establishment of the 8-hour day on May 1, 1886. The other was the spread of an extravagant idea of the strength of the order, which is attributed by Mr. Powderly primarily to an article published in the New York Sun, enlarging upon the absolute control of the actions and the livelihood "of 500,000 workingmen" which the 5 men who constituted the executive board of the Knights of Labor were alleged to possess.

The Federation of Trades, at its annual session in 1885, suggested May 1, 1886, for the adoption of the 8-hour system by as many of its subordinate organizations as were prepared for it. The 8-hour day was a part of the programme of the

Knights of Labor. Mr. Powderly declares that he and the leaders of the order did not regard May 1, 1886, as a suitable time for an effort to establish it. He did not consider that either the workmen or their employers had obtained such an understanding of the grounds on which the demand for an 8-hour day rests as would justify the attempt to put it in practice. His secret circular of March 13, 1886, said that it was nonsense to think of such an undertaking. Yet the fact that the order had declared for the 8-hour day, together with the knowledge of the resolution of the Federation of Trades, led the public, which did not discriminate between two very different organizations, to believe that a strike had been ordered by the Knights, to take place on May 1, for the purpose of shortening the hours of labor. Because of this belief and the exaggerated popular opinion of the power of the Knights, hundreds of thousands joined the order, who hoped to get profit from it without having any of that desire to give as well as get, which Mr. Powderly regards as the foundation principle of the Knights.

This combination of circumstances led to a great number of strikes among the Knights of Labor in the early months of 1886. The tone of Mr. Powderly in regard to these strikes, in his book published 3 years later, is one of deep regret. The implication of his statements there is that the strikes resulted from the ignorance and impatience of a mass of new members whom the old officers could not control. He says: "The officers were taken up in the vain attempt to assimilate and educate the incoming tide of humanity which looked to the organization for relief, rather than to their own efforts in the organization in behalf of all." A special session of the general assembly was called, chiefly to deal with the mass of strikes and lockouts. It met at Cleveland on May 25, 1886. It approved the course of the officers, including the master workman's opposition to the May 1st 8-hour movement. Six members of the convention were chosen to assist the general executive board of 5.

The tenth regular convention met at Richmond on October 4, 1886. The year before the number of members reported in good standing was 104,335. The number now reported was 702,924. Mr. Powderly says that the actual number was probably not over 90,000 in 1885 or 600,000 in 1886. Membership in the general assembly was based on the number of members reported in good standing, and, according to Mr. Powderly, some assemblies in both years paid taxes on more members than were in good standing in order to increase their representation. Seventy-six new district assemblies had been organized during the year. The number in existence seems to have been about 170. The troubles between the order and the trade unions occupied much of the time of the session. A resolution was passed which obliged members of the Cigar Makers' International Union to leave the order. The offices of secretary and treasurer, which had been consolidated in 1884, were again separated. Mr. Charles H. Litchman, who had been the first grand secretary, became general secretary. The salary of the general master workman was raised to $5,000 a year. Those of the secretary and the treasurer were fixed at $2,000 each. Four dollars a day when on duty was allowed to members of the general executive board. The membership of the board was increased from 5 to 7. The terms of all the general officers were lengthened to 2 years.

Over 400 documents were presented; far more than it was possible to consider in the 16 days of the session. A committee was appointed to sit during the recess, to go over the documents relating to changes in the laws, and prepare a constitution to be submitted to a general vote. At the request of the women who were present as representatives, Mrs. Leonora M. Barry was elected general investigator of women's work; a title which was afterwards changed to general instructor of women's work. The purpose of this office seems to have been particularly the organization of women.

The general executive board was ordered to spend $50,000 in buying a headquarters, and also to buy a home for the family of Mr. Stephens, the first grand master workman of the order, at a cost of not less than $5,000. The headquarters, at Philadelphia, was bought for $45,000, and the rest of the $50,000 appropriated for the purpose was made to cover the cost of repairing and fitting up. This headquarters was sold in 1895, and a new one was built at Washington.

Several strikes and lockouts were in progress at the time of the Richmond convention, and votes were passed which took over $400,000 out of the treasury for dispute purposes within the next year. Mr. Powderly laments this action, and declares that the funds of the order were never meant to be spent on strikes. He adds: "The results of that convention convinced all who attended it that a smaller representation was necessary in order to secure good order, harmony, good legislation, and good results." The scale of representation was changed at this meeting from 1 representative for every 1,000 members in good standing to 1 for every 3,000.

The next convention met at Minneapolis on October 4, 1887. The number of

representatives present was 188. At the previous convention the number ha been 658. One hundred and forty-two members had sat in the convention of 188 and 126 in that of 1884. The reduction of numbers in 1887 was, of course, chief due to the changed basis of representation. Forty-six new district assembli had been organized during the year. The headquarters of one of them was Birmingham, England. A considerable number of them were national trad assemblies.

A resolution was presented reciting that the taking of human life by judici proceeding has come to be generally considered a relic of barbarism, and on th ground expressing sorrow that the "Chicago anarchists" had been condemned t death, and pledging the convention to use every endeavor to secure the commuta tion of the sentence. The master workman ruled the resolution out of order, an was sustained by the convention. This led to the secession of several of members.

Mr. Litchman resigned as general secretary, September 8, 1888, and Mr. John W. Hayes was appointed by Mr. Powderly, the general master workman, to fil the vacancy for the remainder of the term.

The next convention met at Indianapolis on November 13, 1888. The officer reported that during the fiscal year ending July 1, 1888, the membership had decreased, according to the receipts from the per capita tax, by about 300,000. The number reported as of July 1, 1888, was 259,518.[1] Thirty-two new district assemblies had been formed during the year, many of which were national trade assemblies. One of the new assemblies had its headquarters in England. A representative of the order from the Old World appeared for the first time. This was Alberte Delwarte, of Charleroi, Belgium. The consolidated office of secretary-treasurer was again created, and Mr. John W. Hayes was elected to it, with a salary of $2,000. The general master workman was given power to nominate 8 members of the convention, from whom the convention was to choose 4, who, with the general master workman, were to constitute the general executive board.

At the fourteenth regular session of the General Assembly, held at Denver in November, 1890, the salary of the general master workman was fixed at $3,500 a year; that of the general secretary-treasurer at $2,000, and the pay of members of the general executive board at $4 a day and expenses. The following resolution was adopted: "We favor the acceptance by our general officers of city, State, county, or national nominations, believing it good policy to use both parties where the best interests of the order can be served." Mr. Powderly, in his report of the next year, commented on this resolution as unnecessary, since the order does not interfere with the rights of its members as citizens, and suggested the dangers to the organization which would be involved in permitting it or its officers as such to become connected with politics. He recommended that the danger of the use of the order by politicians for their selfish purposes be diminished by requiring that any member of the order who should accept office from either party should at once resign any office which he might hold in local, district, national trade, or State assembly.[2]

The fifteenth regular session of the General Assembly was held at Toledo in November, 1891. The general executive board reported "a growing feeling among our brothers in Great Britain and Ireland in favor of their being placed in a position to more fully control their own affairs," and the board suggested the desirability of action to grant home rule to organizations of the Knights in various countries outside of America.

The general officers, as trustees of the order, were authorized to sell the headquarters at Philadelphia, provided the sale should be approved by a majority vote of the General Assembly before it should be consummated, and provided notice of intention to sell should have been sent to all assemblies entitled to elect representatives to the General Assembly at least 40 days before the session.

A resolution was passed recommending "that, as a rule, assemblies throughout the order refrain from electing or maintaining in office any member who seeks or holds a political position.[3]

The sixteenth regular session met in St. Louis in November, 1892. The general master workman said in his address: "To-day the membership is on the increase, and it is gratifying to know that through the exciting times incident to a Presidential election we have steadily grown in membership and influence."

Authority was given to the general officers, without restriction, to sell the general headquarters at Philadelphia.

The seventeenth regular session of the General Assembly was held in Philadel-

[1] Report of general secretary, 1888, p. 2; report of general treasurer, p. 23.
[2] Report of General Master Workman, 1891, pp. 2, 3.
[3] Proceedings of General Assembly, 1891, pp. 6, 26, 36, 37.

phia in November, 1893. The basis of representation, which had been made 3,000 members in 1886, was reduced again to 1,000. The report of the general master workman gave much space to the religious controversies in which he, and the order as represented by him, had been involved through false accusations of the subjection of the order to the Roman Catholic Church.

The report also referred to disputes and troubles within the order, and declared that all things pertaining to the welfare of the order should be thoroughly discussed and settled by the General Assembly. A large part of the session was occupied with discussion of disputes between General Master Workman Powderly and his supporters on the one hand and General Secretary-Treasurer Hayes and his supporters on the other. A resolution was ultimately adopted to the effect that the assembly was satisfied that no possible dishonesty could be charged against any of the general officers, but that the antagonism between them rendered it impossible for them to do effective work for the order, and that all offices were therefore declared vacant. In the new election, however, Mr. Powderly was reelected general master workman by 26 votes, against 19 for J. R. Sovereign and 1 for T. B. McGuire; and Mr. Hayes was reelected secretary-treasurer by 25 votes against 21 for Charles R. Martin. The general master workman had authority to nominate candidates from whom members of the general executive board might be elected. With a single exception the persons whom he nominated were unsatisfactory to the majority of the delegates, and repeated ballots failed to show a choice. Mr. Powderly resigned his office. The resignation was at first rejected, but afterwards, on reconsideration, was accepted. Mr. Sovereign was then elected general master workman by a vote of 23 to 11 for other candidates. It was resolved "that for the present year the salary remain as it is, but after this year it is the sense of this general assembly that the salary of the general master workman be $2,500 a year." The following resolution was unanimously adopted and ordered to be engrossed, framed, and presented to Mr. Powderly: "That this general assembly, on behalf of the order at large, which he has represented so long, tender him our heartfelt thanks for his efforts in behalf of humanity, and hope to long have him in the ranks as an earnest worker and supporter of the principles he has so long enunciated."[1]

Mr. Sovereign, as general master workman, attended the national convention of the American Railway Union in June, 1894. The convention, after giving him an enthusiastic welcome, unanimously passed resolutions tendering the hearty alliance of the American Railway Union to the Knights of Labor "in all movements brought about for the elevation and benefit of the laborers," and declaring that "we express these sentiments that the whole laboring world may know that two of the greatest labor organizations that it has ever known, namely, the Knights of Labor and the American Railway Union, have affiliated and joined their interests for the purpose of placing the members of both organizations in the close bond of harmony to the best interests of the world of labor."[2]

When the General Assembly met at New Orleans, in November, 1894, the report of the general secretary-treasurer said that from October, 1892, to October, 1893, 383 local assemblies had been organized, reorganized, or reinstated, and 883 had ceased to work, giving a net decrease of 500; and from October, 1893, to October, 1894, 506 local assemblies had been organized, reorganized, or reinstated, and 580 had ceased to work, giving a net decrease of 74. Ten district assemblies had been organized during the latter year. The report of the general executive board said that the loss of membership from 1888 to 1893 was at an average rate of 40 per cent a year, and the total loss was over 500,000 members.[3]

Upon the motion of Mr. Sovereign, the general master workman, the salary of his office was reduced from $3,500 to $2,000 a year. The pay of members of the general executive board was fixed at $4 a day and expenses when actually engaged in work.[4]

During 1895 General Master Workman Sovereign issued a boycott on the notes of national banks. In his report to the General Assembly of the following November he declared that this was the most righteous act of his life. "It exposed the unsound money of the sound-money advocates. threw plutocracy on the defensive, and forced the national banks into a humiliating confession of preposterous acts of bad faith with the people." The General Assembly approved the action.[5]

After trying for more than a year to make a more advantageous sale, the general officers, in their capacity as trustees, sold the headquarters at Philadelphia for $40,000. They paid some of the debts of the order out of this sum, bought a lot in

[1] Proceedings of General Assembly, 1893, pp. 7, 38, 40, 41, 59, 61, 65, 67, 78.
[2] Address of General Master Workman, 1894, p. 4.
[3] Proceedings of General Assembly, 1894, pp. 16, 70.
[4] Proceedings of General Assembly, 1894, p. 178.
[5] Proceedings of General Assembly, 1895, pp. 4, 104.

form adopted at Chicago in 1896 is essential to the welfare and continued growth of the Republic."[1]

Another resolution of this assembly says: "We should profit by the example of our competitors for the world's trade, and help establish and sustain steamship lines until sufficient business is developed to make them self-supporting."[2]

The twenty-third General Assembly met in Boston, November 14, 1899. The secretary-treasurer reported that, though the year had been a trying one, the order had made a creditable gain in membership. The assessment of 25 cents a member levied by the preceding assembly had not been paid by more than one-third of the members. The secretary-treasurer renewed his recommendation that the per capita tax be increased from 6 cents to 10 cents a quarter.[3]

A motion was made to declare all offices vacant, but it was amended so as to apply only to the general executive board. Three new members of the board were elected.[4] The terms of the officers were reduced to one year; but the reduction did not take effect until after the expiration of the current term, in 1900.

The general secretary-treasurer reported that while the order had in recent years followed the plan of submitting constitutional amendments to the general vote of the members, the working of the referendum was most unsatisfactory. The general office had never received more than 4 or 5 per cent of the vote of the membership on any proposition, and it had been necessary to wait for months before even such a vote was returned.[5]

The general secretary-treasurer presented an elaborate plan for a school of civics, with a 3 years' course, to be conducted by the Knights of Labor on the correspondence plan. The General Assembly adopted a report favorable to the scheme, but took no active measures for carrying it out.[6]

A resolution was passed calling attention to the use of troops "to crush organized labor at Wardner, Idaho," and also to prevent the organized work people of Habana, Cuba, from establishing the 8-hour day. It continued: "We therefore must recognize William McKinley as the bitter enemy of labor and ask labor to use its votes against him and his associates."[7]

Another resolution adopted is as follows: "That this General Assembly of the Knights of Labor condemn the foreign policy of the National Government in its efforts to subjugate the Philippines by conquest, and oppose the extension of our territory or Government beyond the limits of this continent as contrary to American principles, contrary to the American people's interest, contrary to the interests of the great masses of the working people."[8]

After condemning the bill then pending for increasing the advantages of national banks in the issue of circulating notes, the General Assembly of 1899 declared its opposition to the issue of interest-bearing bonds by the Government for any purpose whatever, and asked Congress to provide for "the unlimited coinage of silver at the present legal ratio, and further legal-tender issues of paper money to give a per capita circulation of $40." It further asked for laws establishing Government "postal deposit and savings banks, authorizing the Government banks, on proper security, to loan money direct to the people, with interest at not to exceed 1 per cent per annum."[9]

The year 1900 witnessed perhaps the most serious of the many internal conflicts which have rent the Knights of Labor. It is alleged by the opponents of John N. Parsons that he failed after he was elected general master workman to hold the usual meetings of the general executive board or otherwise actively to carry on the work of the order. The General Assembly of 1899 seems to have changed the membership of the general executive board, by his desire, and without openly expressed reasons. On May 16, 1900, Mr. Parsons and two other members of the executive board, constituting a majority, obtained an injunction restraining Mr. Hayes, the general secretary-treasurer, from acting in his official capacity, drawing money, receiving mail, or "from interfering with, molesting, or hindering the complainants, or any of them, or such person or persons as may be designated by the complainants, or a majority of them, in the possession and control of the seals, books, papers, records, and private works of the General Assembly or Order of the Knights of Labor." Afterwards, late in the afternoon of the same day, they notified Mr. Hayes to appear before them at 1 o'clock the next day for a hearing on certain charges relating to his conduct of his office. Mr. Hayes procured a temporary injunction restraining them from proceeding to try these charges. The

[1] Proceedings of General Assembly, 1898, pp. 69, 70.
[2] Proceedings of General Assembly, 1898, p. 71.
[3] Proceedings of General Assembly, 1899, p. 10.
[4] Proceedings of General Assembly, 1899, pp. 75, 76.
[5] Proceedings of General Assembly, 1899, p. 14.
[6] Proceedings of General Assembly, 1899, pp. 31-50, 74.
[7] Proceedings of General Assembly, 1899, p. 79.
[8] Proceedings of General Assembly, 1899, p. 80.
[9] Proceedings of General Assembly, 1899, pp. 80, 81.

final action of the court left Mr. Hayes and his supporters in possession of the machinery and the property of the order. In a subsequent suit brought by them Mr. Parsons and his supporters were enjoined from using the name of the Knights of Labor or representing themselves to be officers of it.

Mr. Chamberlain, the general worthy foreman, who, by virtue of his office, was a member of the executive board, took no part in the proceedings of the majority of the board, and alleges that he had no proper notice of the meeting at which the action was taken. Mr. Bostock, the remaining member of the board, was also absent and took no part in the proceedings. Mr. Chamberlain, as general worthy foreman, issued a call on May 26, 1900, for a special meeting of the General Assembly, to be held at Washington on June 18. Mr. Parsons and his sympathizers did not present themselves. The assembly voted to expel Mr. Parsons and one of his associates on the executive board, together with some other persons who had supported him in the contest. The third member of the majority of the executive board, Mr. O'Keefe, was declared not to have been a member of the Knights of Labor since his expulsion from the State assembly of Alabama some years before. Mr. Parsons continued to contest the legality of his expulsion and removal from the office of General Master Workman, and the final settlement of the case and the status of all parties concerned remained undetermined at the time this report was printed.

By the expulsion of Mr. Parsons from the order Mr. Chamberlain, general worthy foreman, succeeded to the office of general master workman. His salary was fixed by the special session of the General Assembly at $1,500 a year.

The General Assembly of 1900, meeting in regular session in November, elected Mr. Simon Burns, the head of the Window Glass Workers' Association, Local Assembly 300, as general master workman. It directed the general executive board to dispose of the headquarters at Washington for the best price obtainable.[1] The previous owner of the lot, holding a mortgage, had offered, in March, 1900, to buy the equity of the order for $8,000, but this offer was not accepted.

This General Assembly denounced the antiscalping bill, then pending in Congress, as "a strictly corporation measure, designed to crush competition, make easy of maintenance the pool and illegal traffic associations and combinations, and to force those who pay railway fares to submit to the prices fixed by these trusts."

The General Assembly also passed the following resolution: "We are unalterably opposed to a large standing army, and we urge the friends of organized labor and of the Republic in both Houses of Congress and the people at large to use every honorable means to defeat the contemplated large increase in the permanent forces of the United States."[2]

Some account of the relations between the Knights and the American Federation of Labor is given below, pp. 37–41.

Sessions of the General Assembly of the Knights of Labor.

Date.	Place.	Number of delegates.
Jan. 1-4, 1878	Reading, Pa	32
June 6-7, 1878	Philadelphia, Pa.[3]	
Jan. 14-17, 1879	St. Louis, Mo	28
Sept. 2-6, 1879	Chicago, Ill	20
Sept. 7-11, 1880	Pittsburg, Pa	41
Sept. 6-10, 1881	Detroit, Mich	33
Sept. 5-12, 1882	New York City	76
Sept. 4-11, 1883	Cincinnati, Ohio	111
Sept. 1-10, 1884	Philadelphia, Pa	126
Oct. 5-13, 1885	Hamilton, Ontario	142
May 25-June 3, 1886	Cleveland, Ohio[3]	
Oct. 4-20, 1886	Richmond, Va	658
Oct 4-19, 1887	Minneapolis, Minn	188
Nov. 12-27, 1888	Indianapolis, Ind	150
Nov. 12-30, 1889	Atlanta, Ga	102
Nov. 11-20, 1890	Denver, Colo	85
Nov. 10-17, 1891	Toledo, Ohio	78
Nov. 15-23, 1892	St. Louis, Mo	58
Nov. 14-28, 1893	Philadelphia, Pa	49
Nov. 13-23, 1894	New Orleans, La	63
Nov. 12-22, 1895	Washington, D. C	45
Nov. 10-21, 1896	Rochester, N. Y	32
Nov. 9-17, 1897	Louisville, Ky	36
Nov. 15-21, 1898	Chicago, Ill	32
Nov. 14-23, 1899	Boston, Mass	30
June 18-21, 1900	Washington, D. C.[3]	
Nov. 13-17, 1900	Birmingham, Ala	29

[1] Proceedings of special session, June, 1900, p. 43; regular session, 1900, pp. 48, 49.
[2] Proceedings of General Assembly, 1900, pp. 59, 60.
[3] Special session.

Seceding branches.—Various attempts have been made by dissatisfied or defeated members of the order to establish new organizations under modified names. In 1882 certain members who were dissatisfied with the actions of the assembly of that year founded what was known as the Improved Order of the Knights of Labor. In the following year the same organization appeared as the Independent Order of the Knights of Labor, and it was declared in one of its circulars to be "founded with a view to honest and economical management." This organization had a very short life. Another Independent Order of the Knights of Labor was started at Binghamton, N. Y., before the close of 1883. This seems to have lived about a year. In 1887 a circular letter was issued "requesting the local assemblies of Cook County to cooperate in the work of reorganizing the order of the Knights of Labor on an honest and substantial basis." Nothing seems to have come of this attempt.

In 1888 Mr. Turner, a former general treasurer of the order, together with several of the original founders, established a new organization, which they called "The Founders' Order." It appears to have lived less than 6 months.

A far more formidable effort than any that had preceded it was made after the General Assembly of 1894. Its life, however, was only about 2 years.

After the General Assembly of 1895, a group of socialists, led by Mr. De Leon, disappointed in their attempt to control the order as a whole, undertook to carry out of it District Assembly No. 49, of New York, whose machinery was in their hands. They weakened the order in New York City by a somewhat formidable secession, but District Assembly No. 49 was reorganized and they were expelled.[1]

Political platform.—The preamble to the present constitution of the Knights of Labor is as follows:

"The alarming development and aggressiveness of the power of money and corporations under the present industrial and political systems will inevitably lead to the hopeless degradation of the people. It is imperative, if we desire to enjoy the full blessings of life, that a check be placed upon unjust accumulation and the power for evil of aggregated wealth. This much desired object can be accomplished only by the united efforts of those who obey the divine injunction, 'In the sweat of thy face shalt thou eat bread.' Therefore we have formed the Order of the Knights of Labor for the purpose of organizing, educating, and directing the power of the industrial masses.

"It is not a political party—it is more, for in it are crystallized sentiments and measures for the benefit of the whole people—but it should be borne in mind, when exercising the right of suffrage, that most of the objects herein set forth can only be obtained through legislation, and that it is the duty, regardless of party, of all to assist in nominating and supporting with their votes such candidates as will support these measures. No one shall, however, be compelled to vote with the majority.

"Calling upon all who believe in securing 'the greatest good to the greatest number' to join and assist us, we declare to the world that our aims are:

"I. To make industrial and moral worth, not wealth, the true standard of individual and national greatness.

"II. To secure to the workers the full enjoyment of the wealth they create; sufficient leisure in which to develop their intellectual, moral, and social faculties; all of the benefits, recreations, and pleasures of association; in a word, to enable them to share in the gains and honors of advancing civilization.

"In order to secure these results we demand at the hands of the lawmaking power of municipalities, States, and nations:

"III. The establishment of direct legislation, the initiative, referendum, imperative mandate, and proportional representation.

"IV. The establishment of bureaus of labor statistics and their operation in such manner as to impart a correct knowledge of the educational, moral, and financial conditions of the laboring masses, and the establishment of free State labor bureaus.

"V. The land, including all the natural sources of wealth, is the heritage of all the people and should not be subject to speculative traffic. Occupancy and use should be the only title to the possession of land. The taxes upon land should be levied upon its full value for use, exclusive of improvements, and should be sufficient to take for the community all unearned increment.

"VI. That the buying and selling of options, the gambling in farm produce or other necessaries of life, be made a felony by law, with adequate punishment for such offense.

"VII. The abrogation of all laws that do not bear equally upon capitalists and laborers, and the removal of unjust technicalities, delays, and discriminations in the administration of justice.

[1] Proceedings of General Assembly, 1897, pp. 31-33.

"VIII. The adoption of measures providing for the health and safety of those engaged in mining, manufacturing, and building industries, and for indemnification to those engaged therein for injuries received through lack of necessary safeguards.

"IX. The recognition, by incorporation, of orders and other associations organized by the workers to improve their condition and to protect their rights.

"X. The enactment of laws to compel corporations to pay their employees weekly, in lawful money, for the labor of the preceding week, and giving mechanics and laborers a first lien upon the product of their labor to the extent of their full wages.

"XI. The abolition of the contract system on national, State, and municipal works.

"XII. The enactment of laws providing for arbitration between employers and employed and to enforce the decision of the arbitrators.

"XIII. The prohibition by law of the employment of children under 15 years of age, the compulsory attendance at school for at least 10 months in the year of all children between the ages of 7 and 15 years, and the furnishing at the expense of the State of free text-books.

"XIV. That a graduated tax on incomes and inheritances be levied.

"XV. To prohibit the hiring out of convict labor.

"XVI. The establishment of a national monetary system in which a circulating medium in necessary quantity shall issue directly to the people without the intervention of banks; that all the national issue shall be full legal tender in payment of all debts, public and private, and that the Government shall not guarantee or recognize any private banks or create any banking corporations.

"XVII. That interest-bearing bonds, bills of credit, or notes shall never be issued by the Government, but that when need arises the emergency shall be met by issue of legal-tender, noninterest-bearing money; and that gold and silver, when thus issued, shall be by free and unlimited coinage at the ratio of 16 to 1, regardless of the action of any other nation.

"XVIII. That the importation of foreign labor under contract be prohibited.

"XIX. That, in connection with the post-office, the Government shall provide facilities for deposits of savings of the people in small sums; and that all banks, other than postal savings banks, receiving deposits shall be required to give good and approved bonds as security in twice the sum of all deposits received.

"XX. That the Government shall obtain possession, under the right of eminent domain, of all telegraphs, telephones, and railroads; and that hereafter no charter or license be issued to any corporation for construction or operation of any means of transporting intelligence, passengers, freight, or power.

"That we favor the merit system and merit tenure of office in civil service or ordinary service of the Government.

"And while making the foregoing demands upon State and National Governments we will endeavor to associate our own labors:

"XXI. To establish cooperative institutions, such as will tend to supersede the wage system, by the introduction of a cooperative industrial system.

"XXII. To secure for both sexes equal rights.

"XXIII. To gain some of the benefits of labor-saving machinery by a gradual reduction of the hours of labor to 8 per day.

"XXIV. To persuade employers to agree to arbitrate all differences which may arise between them and their employees, in order that the bonds of sympathy between them may be strengthened and that strikes may be rendered unnecessary."

This preamble shows a considerable advance in radicalism from the position of 1878, though not all the changes are in that direction. The demand for the application of the merit system to the public service can hardly be called radical; neither can the demand for the incorporation of workingmen's associations, in which the Knights have departed from the opinions of a large proportion of the labor organizations. The greater part of the changes, however, show a distinct "forward movement." The ideas of the initiative, the referendum, the imperative mandate, and proportional representation were not familiar to many American reformers at the time of the formation of the Knights, and were probably not then familiar to any of the founders of the order. To the demand for the establishment of bureaus of labor statistics, which has now been to a considerable degree complied with, there has been added the demand for free State labor bureaus, by which employment bureaus seem to be intended. The question of the injury which is supposed to be done by the buying and selling of options in farm produce and other necessaries of life is new in the preamble.

Arbitration was originally demanded "whenever and wherever employers and employees are willing to meet on equitable grounds;" the Knights now demand laws for compulsory arbitration and for the enforcement of decisions of arbitrators.

The limit of age for the industrial employment of children was at first fixed by the Knights at 14; they have advanced it to 15. With these demands they have joined the demand for compulsory school attendance of at least 10 months in the year and for the supply of text-books by the State. To the money plank there have been added demands for the absolute cessation of the issue of interest-bearing Government obligations, and for the free and unlimited coinage of gold and silver at the ratio of 16 to 1, regardless of the action of any other nation. Postal savings banks are desired. The Knights seem to be looking chiefly after the interests of other classes than wage workers in their demand that commercial banks shall be required to give bonds for twice the amount of their deposits. Upon the land question the Knights have advanced from a demand for the reservation of the public lands for the use of actual settlers—a demand which time and events have robbed of its importance—to the declaration that occupancy and use shall be the only title to the possession of land, and that taxes on land shall be levied upon its full value for use, exclusive of improvements, and shall take all the unearned increment for the community. Telegraphs, telephones, and railroads are to be taken by the Government under the right of eminent domain.

It has always been the official doctrine of the Knights of Labor that no great and permanent improvement of the condition of the working people can be obtained except through political action. The present constitution says: "Strikes, at best, afford only temporary relief, and members should be educated to depend upon thorough organization and political action, and through these the abolition of the present system." Again, in the preamble: "It should be borne in mind when exercising the right of suffrage that most of the objects herein set forth can only be obtained by legislation, and that it is the duty, regardless of party, of all to assist in nominating and supporting with their votes such candidates as will support these measures." The formal documents of the order have continually expressed, however, the intention to avoid making the order a political party or making it subservient to the interests of any political party. The preamble declares that no one shall be compelled to vote with the majority, and it is provided in the constitution that "any officer or organizer of this order who allows his name to be attached to any document favoring any political party shall be removed from his office, on conviction, by the executive board of the assembly of which he is an officer or organizer."

Government telegraph.—During 1888 the officers of the Knights of Labor had a bill presented in the House of Representatives for the establishment of postal telegraph lines, and supported it with elaborate statistics, estimates, and maps. It was proposed to build experimental lines to the extent of nearly 15,000 miles, at an estimated cost of about $5,600,000.[1]

The report of the general worthy foreman in 1896 lamented that the order had recently neglected its demands for Government ownership and control of telegraphs and telephones to such an extent that the International Typographical Union had taken the place of the order in the fight, and had appropriated the data and statistics gathered in past years by representatives of the Knights.

Imported contract labor—Immigration.—The National Labor Union declared that it was "unalterably opposed to the importation of a servile race" as long ago as 1869. The Congress of the Industrial Brotherhood, in 1873, demanded "the prohibition of the importation of all servile races." This declaration, as well as that of the National Labor Union, related especially to the Chinese. The clause was not copied into the preamble of the Knights of Labor when the greater part of the platform of the Industrial Brotherhood was taken over in 1878. The doctrine of the Knights then was that the order should recognize neither race, creed, nor color, and that nothing should be put into the preamble which would seem to discriminate against any portion of humanity. The great increase of European immigration in the succeeding years, and the deterioration of the character of it, overcame the scruples of the leaders.

In the latter part of 1882 a dispute arose between Local Assembly 300, comprising practically all the window-glass workers in the United States, and their employers. The manufacturers proceeded to import a considerable number of European workmen, chiefly Belgians, under contract. Many of the Belgians were induced to join the union, and the union ultimately recovered a position of strength not inferior to that which it had before the strike; but it was declared, about January 1, 1883, while the trouble was still at its height, that the importation of the Belgians had cost Local Assembly 300 between $40,000 and $50,000. Local Assembly 300, under the pressure of experience with imported contract labor, prepared a bill, and presented it to the General Assembly of the Knights of Labor in 1883, to forbid the importation of foreign workmen under contract.

[1] Report of Legislative Committee, 1888, pp. 5, 9, 10.

The General Assembly unanimously indorsed the bill, and when a committee of Congress considered it representatives of the Knights, of the various unions of glass workers, and of the Amalgamated Association of Iron and Steel Workers appeared to advocate it. The bill was passed by Congress in February, 1885. A clause which the promoters of it had set much store by had, however, been amended out of it; a clause which provided for a fine of $1,000 for violation of the law, to be divided between the Treasury and the person who should bring suit to recover it. The law lacked proper administrative provisions, and those who had got it passed considered it comparatively worthless. The legislative committee of the Knights of Labor continued its efforts, and in 1887 an amendment was passed which authorized the Secretary of the Treasury to adopt and enforce regulations to prevent the landing of improper persons. In 1888 the Secretary of the Treasury was authorized to pay to an informer such share of the penalties recovered, not exceeding 50 per cent, as he might consider reasonable and just.

The General Assembly of 1896 indorsed the so-called Lodge-Corliss bill, then pending in Congress, forbidding the immigration of all persons over 14 years of age who could not read and write, except aged persons, being parents or grandparents of admissible immigrants. This bill was advocated before Congress by other labor organizations as well as by the Knights, and was passed by both Houses, but was vetoed by President Cleveland.[1]

The General Assembly of 1900 passed the following resolution: "That it is the sense of the General Assembly that Congress should reenact the Chinese exclusion act, about to expire by limitation in 1902, and that when it is reenacted provision should be made for the exclusion of aliens from the Philippine Islands and the Sulu Islands or other so-called colonial possessions." This resolution was passed with the understanding that it did not deny the rights of citizenship to people living under the American flag, but did deny "the right of this Government to own foreign territory without being governed by the Constitution."[2]

Present organization.—The general governing body of the Knights of Labor, known as the General Assembly, meets annually in November. It is composed of 1 delegate for the first 1,000 members of each of the bodies directly subordinate to it, and an additional delegate for each additional 1,000 members or majority fraction thereof. The local body at the base of the organization is called a local assembly. Some local assemblies are attached directly to the General Assembly, but most are organized into district assemblies, national trade assemblies, and State assemblies. Each local assembly attached directly to the General Assembly is entitled to its representative, except that, when there are two or more such locals within 50 miles of each other, their membership is combined in determining their right to representation, and they must elect their delegates in a joint convention. Representatives to the General Assembly must have been 18 months members of the order and 1 year members of the assemblies they represent, provided the assemblies have existed so long. Representatives and officers, whose duty is to attend the convention, are paid their actual car fare, by the nearest traveled route, from the treasury of the General Assembly. There is a provision in the constitution for junior assemblies "for the education of the youth of either or both sexes between the ages of 14 and 21 years." Such a junior assembly is intended to be under the care of a preceptor appointed by the master workman of the district assembly having jurisdiction.

A State assembly, when formed, has jurisdiction over all of the territory of its State which is not assigned to mixed district assemblies already existing, together with such territory as may be surrendered by any such district assembly. A national trade assembly may be organized through a properly called convention of the local assemblies of the trade, followed by an application by two-thirds of such locals, not less in any case than 10. No local assembly whose delegates in convention voted against the formation of a national trade assembly can be compelled to join such an assembly if it is formed.

A district assembly may be composed of delegates from at least 5 local assemblies within the jurisdiction assigned by the national executive board. A district assembly may be subordinate to a State assembly or to a national trade assembly or only to the General Assembly. District assemblies may be composed entirely of workers in one trade or may be mixed, including members of the order in general in a given territory.

In order to be eligible as delegates to a State, district, or national trade assembly a member must have been in good standing in the order for six months, if his local

[1] Proceedings of General Assembly, 1896, pp. 18, 80, 81.
[2] Proceedings of General Assembly, 1900, pp. 56, 58.

assembly has existed so long, and must have been a faithful attendant at the meetings of the local.

The constitution of the Knights contains a special article for the government of Local Assembly 300, the Window Glass Workers' Assembly, and another for that of District Assembly 253, composed of building constructors in New York and vicinity. District Assembly 253 has jurisdiction over all local assemblies engaged in the construction of buildings within 25 miles of the general post-office of New York. Local Assembly 300 formerly comprised practically all the workmen in window glass in the United States. The Window Glass Cutters and the Window Glass Flatteners seceded from it some years ago and have been in affiliation with the American Federation of Labor. As the outcome of a contest during the summer and autumn of 1900 the cutters have returned to Local Assembly 300.

Constitutional amendments.—That part of the constitution which governs the General Assembly and its officers may be amended by a two-thirds vote of the General Assembly after 30 days' notice, or a similar vote without notice if the General Assembly first resolves by a three-fourths vote to consider the proposition. Other parts of the constitution may be amended by a two-thirds vote of the General Assembly, confirmed by a majority in a subsequent popular vote.

Officers.—The elective officers of the General Assembly are a general master workman, a general worthy foreman, a general secretary-treasurer, and a general executive board, consisting of the master workman, the worthy foreman, and three other members. All these officers are elected by the General Assembly for terms of 1 year. The ballot is secret, and a majority is necessary to elect.

The general master workman performs the ordinary duties of a president. Among his powers is the decision of all questions of law, subject to appeal to the General Assembly. The general worthy foreman occupies the place of a vice-president. The executive board have general supervision and control over the order, and decide appeals, other than those upon questions of law, from the decisions of the general master workman, or of any subordinate court, as well as all controversies arising between assemblies or members of the order. The board may remove any general, State, national trade, or district officer for cause, after a hearing, may suspend or revoke any charter, and suspend or expel any member.

Among the officers of the local assemblies are a master workman, whose office corresponds to that of president; a worthy foreman, corresponding to a vice-president; a recording secretary; a financial secretary, who receives the dues of members; a treasurer, to whom the financial secretary turns over the money; a statistician, an inspector, and an almoner. In the early days of enthusiasm the duty of the statistician was to learn the names and locations of all members, and not only the amount of money which they received and spent, but also the amount received and spent by the concerns which they worked for. The duty of the inspector was to keep a record of the unemployed, to give the number of them and their names at each meeting, and to ask where employment could be found. He was not only to know how many were not employed, but why they were not employed. The almoner, if he found a brother member in distress, was authorized to relieve him, and was not obliged to report his name. The almoner simply reported how much he had spent, and no questions were asked. His honor and the care taken in selecting him were regarded as sufficient safeguards for the money which he handled.[1]

The statistical projects of the Knights were comprehensive. In 1881 the grand statistician published an open letter, in which he set forth a list of subjects, with regard to which he urged all district and local statisticians to give him exact figures. The subjects were: "Wages; hours of labor; cost of living; treatment by employers; diseases produced by certain occupations; causes of accidents in mines, factories, etc.; cooperative enterprises; complaints of all kinds; rents and the increase or decrease of value of real estate; new enterprises of capitalists and corporations; bankruptcies and their causes; how many wage workers are unable to buy houses or real estate; adulteration of food; mortality of children in factories; results of introduction of new inventions upon the labor interest; suggestions of every kind intended to improve the condition of the working masses."

Membership.—The present definition of the qualifications for membership reads as follows: "At the option of each local assembly any person over the age of 16 years is eligible to become a member of the order, except employers in the manufacture or sale of intoxicating drinks, and no banker, professional gambler, or a lawyer can be admitted." At least three-fourths of the members of each local union must always be wage workers or farmers. Physicians were formerly excluded, but they have been admitted since 1881.

[1] Powderly, Thirty Years of Labor, pp. 158-160.

From the beginning saloon keepers were ineligible to membership, and an early decision of Grand Master Workman Stephens made it necessary for any member who went into the liquor business to apply for a final card or honorable discharge. Another decision of Mr. Stephens, made a little later, however, permitted the admission of men "of good report, respectable and honorable keepers of roadside inns for the bona fide entertainment of travelers and their animals, with bed and board for the same, connected with the real interests of the locality in which they live," on the ground that they should not be classified as saloon keepers or liquor dealers. It was also decided afterwards that the initiation of improper persons must stand as a fixed fact and could not be annulled, and that liquor dealers could only be expelled for cause or crime committed after admission. After Mr. Powderly became grand master workman, in 1879, these decisions, favorable to liquor dealers, were reversed, and the whole policy of the order was strenuously directed against the admission or retention of persons connected with the liquor traffic. The law of the order received successive amendments in this sense until it provided that "no person who either sells or makes a living, or any part of it, by the sale of intoxicating drinks, either as manufacturer, dealer, or agent, or through any member of the family, or who tends bar permanently or temporarily, can be admitted into or remain in membership in this order." Scandal was given for a time by the sale of liquors under the auspices of the order at picnics and similar occasions. This also was forbidden. It was provided that "no local or other assembly or member shall, directly or indirectly, give, sell, or have any ale, beer, or intoxicating liquors of any kind" at any entertainment of the order. Any member guilty of violating this law was to be suspended for not less than 6 months or expelled. An offending assembly was to be suspended during the pleasure of the general executive board, or to have its charter revoked.

In 1894 it was voted to admit waiters who handle liquor, and no one who is not an employer is now excluded on account of connection with the liquor traffic.

Cards.—The Knights of Labor now issue no traveling or transfer cards, but only a single form of membership card. With this card, together with the traveling password, which is issued quarterly, a member may visit any local assembly, and may also apply for membership in any. Such an application must be voted on, like any other, and must be approved by a majority vote. No admission fee can be exacted from a member admitted by card, except that a member who comes from a mixed local assembly to a trade local assembly may be required to pay "at least the difference," if any, between the initiation fee of the one assembly and that of the other.

Discipline.—The Knights have a machinery for the trial of disputes and offenses somewhat different from that of any other labor organization in the country. There is commonly a provision in the constitutions of trade unions for the trial of accused members before a special committee, whose verdict must be confirmed by vote of the local union before it is executed. The constitution of the Knights provides that each local assembly shall, at the annual election of officers in each year, elect a judge, a judge-advocate, and a clerk of court, who shall hold office through the year, and shall constitute a local court for the trial of grievances, misdemeanors, and violations of the laws of the order. Charges against a member are to be presented, in the first instance, to the judge. He is to try to effect a friendly settlement if the grievance is only personal; but if a serious violation of the laws of the order is charged, or if a personal grievance can not be amicably settled, he is to convene the court and direct the judge-advocate to prepare an indictment. At the trial the judge-advocate acts as prosecuting attorney, and the clerk of court performs the duties indicated by his title, serves summonses, and secures the signature of each witness to his testimony. The judge hears the evidence, decides the case, and fixes the sentence. The local assembly has no power to hear or review, but is obliged to execute the mandate of the court. Each district assembly has a court similarly constituted, and to it appeals lie from the local courts. From the district court an appeal lies to the general executive board. An appeal does not operate as a stay, and no appeal can be entertained or considered unless the findings of the court appealed from have been complied with. Neglect of duty or violation of the laws of the order by a district assembly officer in his official capacity is tried by the district court in the first instance; but a district assembly officer is tried by the court of the local to which he belongs for any violation of the laws of the order as a member. The district court has power to try a local assembly which refuses to pay an assessment levied on it by the district assembly.

Any officer of a court may serve in a similar capacity, on occasion, in any other court of the same rank. If a court officer is sick, or is interested or implicated in

a case and so disqualified from sitting, his place is to be filled by a like office from another court.

Finances.—The revenues of the General Assembly are derived from the following sources: Charter for a State, national trade, or district assembly, $10; charter and supplies for a local assembly, $8; for a local assembly composed wholly of women, $5; for a junior local assembly, $5; supplies for a reorganized local assembly, $5; a new or duplicate charter, $2; other supplies ordered or authorized by the General Assembly, such price as may be fixed by the secretary-treasurer and approved by the executive board. A per capita tax is levied of 6 cents per quarter per member on each local in the United States and Canada which is attached to a State, national trade, or district assembly, and 10 cents per member per quarter on each local attached directly to the General Assembly. In addition an extra levy of 5 cents per member is made on the 1st of July of each year to pay the transportation of representatives to the General Assembly.

A special appropriation of any of the funds of the General Assembly requires a two-thirds vote.

The initiation fee of local assemblies in the United States or Canada may not be less than $1 for men and 50 cents for women. A local assembly may, at its option, charge more for the initiation of a skilled mechanic than for that of a laborer.

Strikes.—The following resolution was passed by the Assembly of 1880: "It is the opinion of our order that strikes are, as a rule, productive of more injury than benefit to working people; consequently all attempts to foment strikes will be discouraged." Provision was made, however, for the support of strikes which might appear to the officers of the order to be unavoidable, by the accumulation of a defense fund at the rate of 60 cents a year for every member in good standing. Thirty per cent of the fund was to be at the disposal of the grand officers for the support of approved strikes. Ten per cent was to be available for printing and circulating among members of the order educational literature dealing with cooperation, organization, political economy, and allied subjects. The remaining 60 per cent was to be reserved for productive and distributive cooperation, and was to be kept intact until the next session of the General Assembly. The General Assembly of 1881 ordered that each local should retain its own defense fund, subject to appeals from the executive board, and that locals should have credit on their per capita tax for amounts which they had paid into the defense fund.

The great Missouri Pacific strike of 1886, from which the decline of the Knights may be dated, was ordered without Mr. Powderly's knowledge and continued against his advice. He declared to Governor Martin, of Kansas, that it was "without need or cause." Indeed, Mr. Powderly seems to have been opposed to strikes in general. He once said that he had "never yet gone willingly into a strike;" and in 1881 he said, "Strikes are a failure."[1]

Up to the time of the Missouri Pacific strike the general officers had no official control over district and local assemblies in regard to strikes. It was left to the district assemblies to adopt "such rules and regulations as they deemed best." At a special session of the organization held two months after the strike a temporary rule was adopted providing that no strike could be ordered by an assembly except by a two-thirds secret vote of all the members to be involved; that a similar vote upon the advisability of continuing the struggle might be taken while it was going on; and that no assembly could ask official aid from other assemblies unless the strike had been sanctioned by the general executive board.

This temporary rule was never made a part of the constitution, but in 1892 the constitution was so amended as to restrict the power of the local assemblies and to give a measure of control to the general executive board.[2]

According to the existing regulations, where there is only one local assembly it is to choose an executive board, to which any grievance against any employer may be referred. If there are more assemblies than one in a place, they are to have a joint executive board for the same purpose. The local executive board, if it is unable to adjust any grievance, is to make a full report of the facts and its action to the secretary of the district assembly or other superior body to which it is attached. The grievance is to be taken up by the executive board of this body, and ultimately, if it is not settled, by the general executive board. No local assembly, nor any members of it, can legally declare a strike without the sanction of the executive board of the higher assembly to which the local is attached. If a local assembly engages in a strike without the permission of its district assembly, it forfeits its charter. If a district assembly engages in a strike without the permission of the national trade assembly, supposing it to be attached to one, the national

[1] Hall, Sympathetic Strikes and Lockouts, p. 84.
[2] Hall, Sympathetic Strikes and Lockouts, pp. 83, 84.

trade assembly is to give it no assistance. If any branch of the order, working directly under the authority of the General Assembly, engages in a strike without the sanction of the general executive board, it is to receive no assistance from any other branch of the order. The general executive board is declared to have complete authority to settle any strike participated in by members of the order, provided the settlement is reached by the unanimous vote of the board.

The constitution provides that no strike shall be entered into or authorized until every possible effort has been made to settle the difficulty by conciliation and arbitration.

Cooperation.—Pursuant to the clause in the preamble recommending cooperative establishments, the General Assembly of 1881 provided for a cooperative fund, to be raised by the payment of 10 cents a month by every male member of the order and 5 cents a month by every female member. A certificate of stock in the Cooperative Association of the Knights of Labor of North America was to be issued for every 30 cents so paid, and these certificates were to be exchangeable in amounts of $3 or multiples thereof for $3 working-capital certificates of the order. At the next General Assembly a cooperative board was established, which was to take charge of the establishment of cooperative enterprises, productive and distributive.

In 1882 there was a strike or lockout of coal miners at Cannelburg, Ind. The employing firm refused to employ members of the Knights of Labor and required an individual agreement from each man that he would not join the order. Eight men, without any capital, bought the lease of a 40-acre tract for $100 and gave their note for the money. They sunk a shaft, found coal, and succeeded by hard work in making a living. They appealed to the Knights of Labor to buy and equip their mine. The executive board bought it in 1884 and spent some $10,000 in necessary improvements.

In February, 1886, the mine was leased at a rental of 25 cents for each ton of 2,240 pounds extracted. The receipts of the order under this lease up to September 18, 1888, were $2,664.70, which, together with a balance due of $307, was said by the general secretary to show a net profit on the investment of about 15 per cent. A representative of the general executive board, who examined the mine about this time, recommended that it be sold, provided not less than $13,000 could be got for it. The leasing company was willing to buy, but was not willing to pay over $10,000. In 1897 the mine was sold for $4,000 cash.[1]

In the issue of the Journal of United Labor for November, 1883, Henry E. Sharpe, president of the cooperative board of the order, sketched a programme for the development of cooperation, which he hoped to see made effective, in the following terms:

"1. Every local assembly interested starts a cooperative store under control of the cooperative board. The goods are sold at the same prices as prevail in the ordinary store, but good weight and quality are guaranteed. All profit goes to the colonization fund to the credit of the purchasers at the store, it being credited to the individuals in proportion to their purchases.

"2. Land is bought and a colony established.

"3. A shoe factory, a canning factory, where all kinds of vegetables, meats, and fruits are canned, a hat factory, etc., are established.

"4. The produce of the colony, its flour, potatoes, shoes, hats, canned goods, are all sold at the local assembly stores, and every brother of the order feels in duty bound to patronize those stores.

"And this goes on until by and by the order is an immense cooperative institution, producing all that its members require to make their lives comfortable. Thousands are taken to the colony, schools are established, asylums and homes established, and a reliable, yet cheap, insurance provided."

In 1884 the cooperative board called in the cooperative funds in the possession of the local assemblies, with the intention of investing them in some cooperative enterprise. It was expected that some thousands of dollars would be received. The actual amount paid in was $1,033.97. This was not thought sufficient to justify embarking in any enterprise, and in 1888 the general treasurer recommended that the fund be returned to those who had contributed it.[2]

Other cooperative institutions were, however, established from time to time with the encouragement of the Knights. Mr. Powderly laments, in his book published in 1889, that these attempts were generally made hastily because of a lockout or a strike, and declares that every dollar invested under such circumstances is a dollar lost, so far as testing the value of cooperation is concerned. Several

[1] Report of General Treasurer, 1888, pp. 22, 23; Report of General Executive Board, 1888, p. 135; Proceedings of General Assembly, 1897, p. 34.
[2] Report of General Treasurer, 1888, pp. 23, 24.

cooperative stores, bakeries, and manufactories were being successfully managed by the Knights of Labor, Mr. Powderly says, at the time of the publication of his book, "but they were instituted after careful planning and much deliberation: all others have proved to be failures." It is not known that any of these enterprises are now in existence.

In 1889 the general cooperative board reported that it had determined "to give its main attention for the time to the matter of organizing a live, active demand for the labor products of the members of our order." The board had undertaken to prepare a register of firms which were giving employment to members, and had already gathered about 800 names of such concerns. It reported a steadily increasing number of local assemblies as "being brought together for the purpose of pledged reciprocal support in their respective markets of the labor products of their members."[1]

The General Assembly of 1897 appointed a special committee of five to devise a plan of cooperation, which was expected to include the acquirement of land, the establishment of a colony, and the issue of checks or receipts to serve as a medium of exchange.[2]

In the General Assembly of 1898 the committee on cooperation recommended that a committee be appointed to carry into effect the establishment of a cooperative colony or a home. No action was taken beyond referring the report to the general executive board with instructions to publish.[3]

In the General Assembly of 1899 attention was called to the window-glass factories owned and operated by the members of Local Assembly 300, window-glass workers, on the cooperative plan, as it was said, "although in a sense they are stock companies."[4]

The present constitution provides that any district or local assembly may collect not less than 5 cents a month for every member in good standing, as a cooperative fund. Until 1900 it was provided that one-third of the profits arising from the investment of this fund should go to the General Assembly and two-thirds to the employees of such enterprise as might create the profit. This clause seems to have been a relic of the former provision for a cooperative fund to be administered under the direction of the General Assembly. The General Assembly and general officers seem never to have undertaken any cooperative enterprise except the Cannelburg coal mine.

Journal.—The official journal of the Knights of Labor was established in May, 1880, under the name of Journal of United Labor. It started as a monthly paper of from 8 to 16 pages, 9 by 12 inches. Its subscription price was $1 a year. Each subscriber was required to agree that none but members should see it. During the first five months it obtained 267 yearly subscriptions, with shorter subscriptions and orders for single copies equivalent to 51 yearly subscriptions more. It seemed not unlikely that the journal would have to be discontinued.

In 1882, after the extreme secrecy of the order had been mitigated, the Journal made the following editorial remarks: "In the beginning the Journal was almost fatally handicapped by the extreme secrecy thrown around it. Many members wanted it, but refused to be troubled with the care of it after having read it." The meaning of these words will be in some degree appreciated if one remembers that it was forbidden even to let the Journal come under the eyes of the wife or children of a member.

The paper was made a semi-monthly in 1884, and a weekly in 1887. The General Assembly of 1887 directed that the paper be enlarged by one column on each page, that the price be fixed at a dollar a year, and that a printing office be established for printing the Journal and doing the job printing of the general office. About $9,000 was accordingly invested in type and machinery and in fitting up a printing office on the premises of the order. At the General Assembly of 1892 the general master workman reported that the circulation of the Journal was more than 50,000.

In 1898 the executive board changed the Journal from a weekly to a monthly. The board recommended to the next General Assembly that the per capita tax be raised to 12 cents a quarter, that the Journal be sent free to all members, and that its price be fixed at 25 cents a year to individual subscribers. No action seems to have been taken on these recommendations.

The name has now been changed to Journal of the Knights of Labor. The price has been reduced to 50 cents a year, and the printing of the Journal, as well as of all the printed supplies of the order, is done in the order's own printing

[1] Proceedings of General Assembly, 1889, p. 61.
[2] Proceedings of General Assembly, 1897, pp. 57–59.
[3] Proceedings of General Assembly, 1898, p. 87.
[4] Proceedings of General Assembly, 1899, p. 67.

office. Every local assembly is required to subscribe for at least one copy, and all matters of official instruction or information from the general master workman or the general secretary-treasurer contained in it are to be read to the assembly as official communications.

Union labels.—In the Journal of United Labor of January, 1888, it was remarked that the cigar makers and broom makers were reaping a large harvest from the use of their union labels. A letter in the same paper mentioned a union label adopted by the Coopers' Assembly, No. 1742, of the Knights of Labor, at Rochester, N. Y. In 1884 the executive board of the Knights gave notice that they were prepared to furnish copies of a label adopted by the order for use upon all goods having the indorsement of the Knights of Labor.

The policy of a universal label for all products was soon abandoned, and particular labels were adopted for particular trades, such as the cigar makers, the hatters, the shoemakers, the printers, and the brewers. In 1886 a sharp conflict arose between the Knights and the Cigar Makers' International Union. It seems to have begun with complaints by the International Union that the Knights were receiving scab cigar makers. The chief officers of the Knights denied this, or at least asserted that it was not done with their consent, and that they would correct it. The International Union refused to recognize the cigar label of the Knights as marking fair goods. The Knights, on the other hand, declared in a circular issued on July 2, 1886:

"We have never discriminated in the past in favor of our label as against theirs; only asked that our members see that cigars bear a union label, assuring them that the goods were made by honest labor. The position we have always occupied, and still adhere to, is that our cards be received on an equality with theirs; that our members be allowed to work in shops under the control of the International Union, and vice versa. In other words, we are willing to place our organization, with its hundreds of thousands of members, on the same footing with their organization, containing but 18,000."

It is to be noted that this declaration of the policy of the Knights was made at the moment of their greatest prosperity, when they seemed to be gaining an indisputable domination of the labor world. It was not, therefore, as some of their later declarations in the same sense might be alleged to be, the plea of the weaker combatant for peace. So far as the course of the Knights at this time was determined by considerations of policy, the grounds of it seem to have been similar to those which lead the Federation of Labor at the present time to offer sympathy and support instead of opposition to the labor organizations which have not affiliated with it. The Knights of Labor doubtless hoped by gentle and friendly measures to gather into itself all outside organizations of labor.

It was resolved in 1888 to adopt "a general store label, to be displayed in all stores where none but members of the order are employed and where preference is given to K. of L. made goods." In 1889 complaint was made by the national trades assembly of the cigar makers that some assemblies in the New England States were boycotting the cigar label of the Knights, and it was thought necessary to notify them that such action must cease. The general executive board recommended about this time that efforts be made to secure legislation for the proper protection of union labels, and also that the cooperation of all organizations of labor be invited in the advertising before the public of the unfairness of some one firm, to be selected from among those which used counterfeit labels.

At the General Assembly of 1892 a conflict of union labels on shoes was discussed and a resolution was adopted of which the following is a part: "We denounce the methods adopted by fake unions to introduce a fake label, and would warn all fair-minded consumers against allowing themselves to be used to assist in destroying the only original and fair shoe label upon the market—the yellow label of the Knights of Labor."[1]

In 1898 the general master workman again proposed a plan of a universal label, but no action was taken upon it by the General Assembly.

Insurance.—In 1882 the General Assembly provided for the establishment of a voluntary insurance association, to be organized when 3,000 persons had applied for membership in it. The number of applications received up to June, 1883, was reported as 2,800. The number of 3,000 was not attained, however, before the convention in October. The convention ordered that the insurance association begin to do business on November 1, 1883, without regard to the number of applications. Many of the applications made on condition that 3,000 be obtained seem to have been allowed to lapse. The whole number of effective applications up to January 30, 1884, was reported as 2,005; 3,688 applications were received up to October 31,

[1] Proceedings of the General Assembly, 1892, pp. 75, 77.

1884, the end of the first year. Seven assessments of 25 cents each had been levied, and benefits had been paid on account of 13 deaths, amounting altogether to $3,197.

The general treasurer reported to the General Assembly of 1888 that the membership in the insurance department was 429. The plan then in use involved an increase of assessment on each member with his increasing age.[1]

The General Assembly of 1890 established a new system, providing for the issue of three grades of certificates, for $100, $250, and $500, respectively. The amount of the assessment varied with the member's age, from $5 at age 18 to $22 at age 55 for the first grade, and from $15 at age 18 to $64 at age 55 for the third grade. On the death of a member a benefit was to be paid equal to the full amount received from an assessment, but not more than the face of the certificate which the member held.

The secretary reported at the next General Assembly that the changes ordered had at once been made operative, the old policies had been recalled and canceled, and new ones had been issued in their place. The expected increase of interest had not, however, shown itself. Only 26 applications for policies had been received during the year, and this number was not enough to make up for losses through lapses and refusals to accept the new certificates. The secretary said that when those who had signified their intention of receiving the new certificates should have done it the number in good standing would be 265. The receipts of the insurance association for the year were a little over $1,100, and the expenses were $849, of which $338 went to pay a death claim, and $511 for expenses.

In 1892 the secretary reported continued decay. Four death claims had been paid during the year, amounting to $898, and the expenses of administration had been $525. The aggregate receipts had been $1,150.[2]

CHAPTER III.

THE AMERICAN FEDERATION OF LABOR.

History.—The Federation of Labor originated in a convention at Terre Haute, Ind., August 2, 1881, called by two secret orders, the Knights of Industry and the Amalgamated Labor Union. The latter was composed of disaffected members of the Knights of Labor. The real object of the call is said to have been the establishment of a new secret order by which the Knights of Labor might be supplanted. The trade-union delegates, however, preferred to form a federation on the model of the British trades union congress. They called another convention to meet at Pittsburg in November, 1881. This meeting at Pittsburg is now officially recognized by the Federation as its first annual session.

It is noticeable that the names of the delegates, as published in the proceedings, are arranged by States. The consciousness of State boundaries, which scarcely manifests itself now in the proceedings of the Federation, appeared repeatedly in the early years. When the clause of the constitution determining the basis of representation for future sessions was under consideration at the first convention, one delegate desired it to be "so changed as to give every State full and fair representation, irrespective of national or international unions."

The name adopted at the Pittsburg session was The Federation of Organized Trades and Labor Unions of the United States of America and Canada. About 100 delegates were present, representing 95 labor organizations with an estimated membership of 262,000. It was not till 1890 that another convention of the Federation called together so many. From 1882 to 1885 the number ranged from 18 to 27. The falling off was chiefly in the representation of assemblies of the Knights of Labor.

A convention of representatives of trade unions, independent of the Federation, was called to meet at Columbus, Ohio, on December 8, 1886. The legislative committee of the Federation changed the time and place of the meeting of its convention to the same city and to the preceding day, with a view to a union of forces. The session of the Federation was attended only by representatives of

[1] Report General Treasurer, 1888, pp. 15, 16.
[2] Report General Secretary-Treasurer, 1890, pp. 57-59; 1891, p. 12; 1892, p. 9.

the Brotherhood of Carpenters and Joiners, the Tailors, the Furniture Makers, the Cigar Makers, the Typographical Union, the German-American Typographia, and the Granite Cutters, with five city central unions. The members of the convention transferred themselves in a body to the conference of trades unions independently called, and, returning for a final sitting under the old constitution, resolved to merge the Federation of Trades and Labor Unions into the new Federation of Labor. The conventions of 1886, 1887, and 1888 were called the first, second, and third conventions of the American Federation of Labor; but the convention of 1889 resolved "that the continuity of the American Federation of Labor be recognized and dated from the year 1881, in all future documents issued,[1] and the convention of 1881 has since been counted as the first.

The aggregate attendance at the remodeled convention of 1886 was 42 delegates, representing 25 organizations (13 national, 6 local, 6 city central), with a membership, as reported, of 316,469 members in good standing. At the convention of 1887 58 delegates were present, representing 40 organizations, with 2,421 subordinate unions or branches, and a total membership, as reported, of 600,340 members in good standing, including the federal clubs and local unions which did not send delegates to the convention. In 1888 51 delegates appeared, representing 34 organizations, with 2,797 subordinate unions or branches, and a total membership of 587,000 in good standing, not including federal clubs and local unions which did not send delegates. In 1889 there were 74 delegates, representing 53 organizations (26 national and international, 13 local, 2 State, and 12 local central bodies), with 3,263 subordinate unions or branches, and a total membership of 600,000 in good standing, not including State branches, trade and labor assemblies, central labor unions, and local bodies which did not send delegates. Since 1889 the Federation has not published official estimates of its membership.

During the year preceding the convention of 1898 the Federation issued 203 charters, of which 9 were granted to national unions, 12 to city central bodies, and 182 to local trade unions and federal labor unions. Fifty affiliated national unions reported 527 charters granted to locals, and the organizers of the Federation reported 150 locals organized by them and attached to other national unions. This makes 879 locals organized during the year. The number of organizations affiliated with the Federation at the time of this convention was as follows: National and international unions (with 10,500 local unions attached), 67; State federations, 10; city central labor unions and trade assemblies, 82; local trade unions having no nationals, 315; federal labor unions, 109.[2]

During 1899 450 charters were issued by the American Federation of Labor; 9 to national and international unions, 35 to central labor unions, 1 to a State branch, 303 to trade locals, and 101 to federal labor unions. The new local unions affiliated directly with the American Federation of Labor had about 36,500 members. The whole number of local unions directly or indirectly added during the year was 2,264, and the aggregate gain in membership was reported as 141,390. The secretary said that if complete reports had been secured the increase would have been shown to be 225,000.[3]

The number of local unions added during the fiscal year 1900 by affiliation directly to the Federation or to affiliated national unions was 3,743. The reported gain in membership was 300,446. Of this number 42,658 is contained in the membership of local trade and federal unions chartered directly by the American Federation of Labor during the year.

The following table gives the number of charters issued by the American Federation of Labor during each of the last 4 years, and the reported gain in membership:

Year.	Gain in membership.	Charters issued.				
		National and international.	State.	Central.	Federal and trade unions.	Total.
1897	62,292	8	2	18	189	217
1898	84,280	9	.....	12	182	203
1899	141,390	9	1	35	405	450
1900	300,446	14	5	96	734	849

[1] Convention Proceedings, 1889, p. 27.
[2] Convention Proceedings, 1898, p. 7.
[3] Convention Proceedings, 1899, pp. 23, 24. The sum of the numbers of charters reported as issued to the several sorts of unions is 449 instead of 450, and the sum of the numbers reported as issued to trade locals and federal labor unions is 404 instead of 405, as in the table below. The discrepancies exist in the original report.

The number of charters issued, as given in the table, is not the same as the net increase of the number of affiliated organizations:

Unions directly affiliated with the American Federation of Labor.

	National and international.	City central.	Local trade unions.	Federal labor unions.	State federations.
October 31—					
1898	67	82	315	109	10
1899	73	118	595	202	11
1900	82	206	1,051		16

Date and place of the sessions, number of delegates and organizations represented, and financial condition of the American Federation of Labor.[1]

Year.	When held.	Where held.	Number of delegates present.	Number of organizations represented.					Financial statement.	
				National trade unions.	Local trade unions.	City central unions.	State branches.	Fraternal federations.	Receipts.	Expenditures.
1881..	Nov. 15-18	Pittsburg, Pa	96	10	75	10	.....	.....	$174.95	$136.20
1882..	Nov. 21-24	Cleveland, Ohio	19	8	.....	10	.....	.....	125.00	252.35
1883..	Aug. 21-24	New York, N. Y	27	7	8	5	1	.....	690.19	352.22
1884..	Oct. 7-10	Chicago, Ill	25	8	6	4	1	.....	367.43	543.20
1885..	Dec. 8-11	Washington, D. C	18	7	.....	5	.....	.....	584.03	450.58
1886..	Dec. 8-12	Columbus, Ohio	42	13	6	6	.....	.....	474.11	510.61
1887..	Dec. 13-17	Baltimore, Md	58	23	5	10	2	.....	1,939.82	2,074.39
1888..	Dec. 11-15	St. Louis, Mo	51	20	5	8	1	.....	4,512.55	3,933.67
1889..	Dec. 10-14	Boston, Mass	74	26	13	12	2	.....	6,838.40	6,578.33
1890..	Dec. 8-13	Detroit, Mich	103	27	41	13	2	.....	23,849.74	21,070.57
1891..	Dec. 14-19	Birmingham, Ala	70	25	13	13	1	.....	17,702.36	13,190.07
1892..	Dec. 12-17	Philadelphia, Pa	89	30	24	12	2	.....	17,834.51	18,324.69
1893..	Dec. 11-19	Chicago, Ill	95	38	18	15	1	.....	20,864.62	21,383.36
1894..	Dec. 10-18	Denver, Colo	77	30	12	11	3	.....	15,346.43	17,302.08
1895..	Dec. 9-17	New York, N. Y	96	34	23	15	3	.....	13,751.75	15,612.42
1896..	Dec. 14-21	Cincinnati, Ohio	117	38	35	15	3	1	16,280.18	15,452.95
1897..	Dec. 13-21	Nashville, Tenn	97	42	12	16	4	1	18,639.92	19,113.83
1898..	Dec. 12-20	Kansas City, Mo	135	47	40	18	3	2	18,894.15	19,197.17
1899..	Dec. 11-20	Detroit, Mich	189	55	65	31	5	2	36,757.13	30,599.22
1900..	Dec. 6-15	Louisville, Ky	221	63	61	44	11	2	71,125.82	68,373.30

[1] This table is taken from the handbook prepared by the Federation for the Buffalo Exposition of 1901. The report of the proceedings of the convention of 1881 gives the names of 107 delegates. No clear explanation of the appearance of the number 96 in this table seems to be obtainable.

The fiscal year ended November 30, up to 1889. Beginning in 1890, it has ended October 31.

The revenue for 1890 includes over $12,000 raised by special assessment and given to assist the carpenters in their strike for 8 hours; that for 1893 includes over $7,000 voluntarily contributed by individuals and unions to the cost of legal defense of workmen arrested during the Homestead strike; that of 1897 includes over $2,000, the proceeds of a special assessment of 1 cent a member, levied by the previous convention to provide funds for sending a committee to Congress to promote 8-hour legislation; that of 1899 includes over $5,000, the proceeds of an assessment of 2 cents a member, levied by the convention of 1898 for the purpose of sending organizers into the Southern and Rocky Mountain States; that of 1900 includes over $9,000, the proceeds of an assessment of 2 cents a member, levied in aid of a strike of the cigar makers.

Beginning with 1890 the published convention proceedings of the Federation have contained a statement of the number of votes to which each affiliated organization represented in the convention was entitled. The aggregates, excepting State and city central bodies, are given in the following table:

Year.	Votes of national organizations.	Votes of locals with 1 vote each.	Votes of locals with more than 1 vote each.	Total.
1890	1,941	33	21	1,995
1891	1,978	13	0	1,991
1892	2,255	20	9	2,284
1893	2,420	11	28	2,459
1894	1,713	7	43	1,763
1895	2,020	12	39	2,071
1896	2,396	31	12	2,439
1897	2,308	10	4	2,322
1898	2,485	32	29	2,546
1899	3,136	52	44	3,232
1900	4,961	48	35	5 044

The votes of State branches or federations and of city central organizations are omitted, because their members are for the most part represented through the national and the local unions. The national and the local unions are entitled to one vote in the convention for each 100 members or majority fraction thereof for whom the organization has paid a per capita tax to the Federation during the preceding year. The estimate is based upon the average payments for the several months of the year. The whole number of votes which the delegates are entitled to cast in the convention, multiplied by 100, may be assumed to be a little less than the number of members for which per capita tax has been paid. Some small locals of less than 100 members are represented in the convention, but many more, large and small, are unrepresented. The Federation had 1,017 local unions on October 1, 1900. Only 63 sent delegates to the convention. Occasionally, even some of the smaller national bodies send no delegates. The number of members represented in the convention, however, in each year since 1890, seems to be as follows: 1890, 199,500; 1891, 199,100; 1892, 228,400; 1893, 245,900; 1894, 176,300; 1895, 207,100; 1896, 243,900; 1897, 232,200; 1898, 254,600; 1899, 323,200; 1900, 504,400.

It is not intended to present this as a fair estimate of the actual membership of the Federation or of the organizations affiliated with it. While the constitution of the Federation simply levies a tax at so much per member, the officers of the contributing organizations may be expected to assume that only members in good standing are properly referred to. Members in good standing in any labor organization are only those whose dues are paid to some definite time. The number of members in good standing at any moment is smaller than the actual number of members who contribute their force and their money to the organization. In the case of a national organization it is necessary to the maintenance of a member's standing, not only that he pay his dues to his local union, but that the officers of the local union remit promptly to the national office. Local officers are frequently remiss, and it results that the number of members in good standing, as shown by the books of the national union, is even smaller than the number of members who have actually made their payments.

Officers of labor organizations are not fonder than other people of paying taxes. They are likely to report, for purposes of taxation, the smallest number of members that they can reconcile with their consciences. The officers of the locals report the smallest possible number to their national organizations. The officers of the national organizations report the smallest possible number to the Federation of Labor. Reasons are given below, (pp. 28, 46), for supposing that the payments of per capita tax do not, by any means, represent the actual aggregate membership of the organizations. Moreover, convention votes are based on average membership for a year; and if a union grows fast, its membership at the close of the year is far above the average. The Mine Workers may have increased by 70,000 during the last 2 months of the Federation's fiscal year, 1900, ending October 31. If they did, this growth could not raise their average membership for the year by so much as 10,000.

The figures given above may be taken, however, as indicating roughly, not the membership of the Federation, but the ups and downs of the membership. There seems to have been growth in 1892 and 1893; and in considering the latter year we should remember that the figures show the average paying membership for years ending with October. The full force of the depression of 1893 was not felt before the summer; and it shows itself in the membership returns of the fiscal year 1893–94. Recovery began the next year. The previous high-water mark was nearly reached in 1896, and was not much departed from in 1897 and 1898. In the next 2 years the convention votes nearly doubled.

In the secretary's report for 1900, for the first time, the amount of tax received from national and from local unions is stated separately. This makes it possible to reckon the exact average membership on which tax was paid during the fiscal year ending October 31, 1900. The national unions paid $20,050.73 and the locals $20,923.79. This indicates an average membership of 501,268 in the national unions and 34,873 in the locals, or 536,141 in all. But it was a time of very rapid growth, and the membership at the end of the year must have been much greater than the average membership.

It is interesting to notice that the publication of the amounts paid by the locals and by the national bodies stirred up discontent among the members of the locals. They had known that each man of them was paying 15 times as much to the Federation of Labor as each member of a national union was paying. They had not known that they, few in number as they are, were contributing as much as the whole of the great national bodies. When the matter was set before them in that way, they made such a protest that the report will probably never be issued in that form again. The feeling of injury seems, however, to be hardly justified. The tax of 5 cents a month would be a low tax to pay to a national union. The general officers of the American Federation of Labor hold the same relation to the local unions directly chartered by it which the general officers of the national unions hold to their locals. The members of the executive council do a great deal of work for them—traveling to places where trouble is pending or is threatened and adjusting disputes.

Though no official estimates of membership are made by the Federation, the secretary expresses the personal opinion that the actual membership of the affiliated organizations was as much as 900,000 at the close of the year 1900. The growth in 1901 seems likely to be quite as large as that of the preceding year. One hundred and eighty-nine dollars was spent for clerk hire in the fiscal year 1887; in 1897, a little over $1,500; in 1900, nearly $7,500. In 1897 four persons, in addition to the officers, were employed at headquarters; in 1900, 12. During the year ending October 31, 1900, there were sent from headquarters 150,672 letters, circulars, and packages, or an average of 492 a day. About 71,000 of these pieces were letters in 2-cent envelopes, and 69,000 were circulars in 1-cent envelopes. The cost of postage was about $2,300, and the cost of expressage was over $1,200.

The following table gives the number of members for whom the American Federation of Labor had actually received per capita tax from each affiliated national and international organization up to July 1, 1901. The latest payment by each organization is the basis of calculation. The months covered by each payment are specified in the table. In some cases, where the payment covers more months than one, a larger number of members was reported for the later months than for the earlier. In such cases, however, the table shows the average. This gives a result somewhat less than the actual membership at the time of the payment. In many cases the latest payment was made some months ago, and in several such cases the organizations are known to have grown considerably in the interval. Finally, several important organizations pay per capita tax on a much smaller number of members than they claim to possess. Thus the Brotherhood of Carpenters claimed 68,463 members in good standing at the close of 1900; they paid tax for February, 1901, on 20,000.[1] The Iron Molders claim 35,000 members; they have paid tax on 15,000.

It will be seen that the latest payments of the national unions indicate a membership greater by 228,743, or 45 per cent, than the average membership which they paid on in the last fiscal year. A single organization—the Mine Workers—contributed 114,000 of the increase, but nearly all the important unions have shared in it. When allowance has been made for understatement and for growth, it seems certain that the membership of the affiliated organizations, including locals, exceeded 900,000 on July 1, 1901. It may have approached 1,000,000.

Membership for which per capita tax has been paid to the American Federation of Labor; last payments before July 1, 1901.

Organization.	Months covered by payment.	Members paid for.
Actors	October, 1900–June, 1901	200
Allied Metal Mechanics	November, 1900–February, 1901	3,000
Bakers	February–April, 1901	6,271
Barbers	November, 1900–January, 1901	8,672
Blacksmiths	November, 1900–March, 1901	4,700
Boiler Makers	February–April, 1901	7,078

[1] The carpenters have changed their policy; perhaps in consequence of a change of secretaries. For July, 1901, they paid tax on 80,000 members.

Membership for which per capita tax has been paid, etc.—Continued.

Organization.	Months covered by payment.	Members paid for.
Bookbinders	December, 1899–November, 1900	3,730
Boot and Shoe Workers	January–March, 1901	8,037
Brewery Workmen	April–June, 1901	25,000
Brickmakers	May–June, 1901	1,500
Bridge and Structural Iron Workers[1]		
Broom Makers	July, 1899–October, 1900	380
Bottle Blowers	February–June, 1901	1,400
Carpenters, Amalgamated Society	February–April, 1901	2,500
Carpenters, United Brotherhood	February, 1901	20,000
Carriage and Wagon Makers	August–December, 1900	2,025
Carvers, Wood	April–May, 1901	2,017
Chain Makers	May, 1901	465
Cigar Makers	December, 1901	33,954
Clerks	May–October, 1900	25,000
Coopers	November, 1900–March, 1901	4,481
Core Makers	January–April, 1901	1,174
Curtain Operatives	April–June, 1901	373
Drivers, Team	March–April, 1901	9,600
Electrical Workers	April–June, 1901	7,000
Engineers, Coal Hoisting	January–March, 1901	950
Engineers, Steam	March–April, 1901	4,409
Engineers, Amalgamated Society	February–May, 1901	1,779
Engravers, Watch Case	May–July, 1901	500
Firemen, Stationary	April, 1901	3,600
Fitters, Steam and Hot Water	March, 1901	1,500
Garment Workers	do	15,000
Garment Workers, Ladies'	January–March, 1901	2,000
Glass Flatteners	August–September, 1900	192
Glass Workers, Amalgamated	February–April, 1901	278
Granite Cutters	do	6,500
Grinders, Table Knife	April–September, 1900	240
Hatters	June, 1901	7,500
Horseshoers	November, 1900–March, 1901	2,100
Hotel and Restaurant Employees	May, 1901	10,962
Iron, Steel, and Tin Workers	May–October, 1900	8,000
Jewelry Workers	May–June, 1901	1,000
Lathers	April–September, 1900	1,700
Laundry Workers	May, 1901	3,066
Leather Workers on Horse Goods	do	3,402
Longshoremen	November, 1899–October, 1900	20,000
Machinists	November, 1900–April, 1901	30,000
Meat Cutters	December, 1900–February, 1901	4,500
Metal Polishers	January–February, 1901	6,000
Metal Workers, Sheet	November, 1900–February, 1901	4,000
Metal Workers, United	May, 1901	2,400
Mine Workers, United	March, 1901	224,000
Mine Workers, Northern Mineral	October, 1900–March, 1901	500
Molders, Iron	November, 1900–March, 1901	15,000
Musicians	April, 1901	8,100
Oil and Gas Well Workers	August–October, 1900	670
Painters	March–April, 1901	28,000
Paper Makers	September–November, 1900	1,000
Pattern Makers	March, 1901	2,403
Plumbers	January–March, 1901	8,000
Printers, Plate	do	700
Pressmen	September–October, 1900	9,745
Potters	November, 1900–February, 1901	2,450
Railway Clerks	March, 1901	660
Railway Employees, Street	November–December, 1900	4,000
Railway Telegraphers	December, 1900–February, 1901	8,000
Railway Trackmen	January–March, 1901	4,500
Seamen	do	8,161
Spinners (Mule)	April, 1901	2,700
Stage Employees	January–December, 1900	3,000
Stove Mounters	October–November, 1900	1,289
Tailors	February–April, 1901	9,000
Textile Workers	November, 1899–October, 1900	3,435
Tile Layers	June–August, 1900	357
Tin Plate Workers	November, 1900–January, 1901	2,100
Tobacco Workers	January, 1900–October, 1900	6,170
Trunk and Bag Workers	February–April, 1901	234
Typographical Union	March, 1901	38,991
Upholsterers	December, 1900–February, 1901	1,400
Watch Case Makers	March, 1901	235
Weavers, Elastic Goring	September–October, 1900	250
Weavers, Wire	March–April, 1901	226
Wood Workers	November, 1900–January, 1901	14,500
Total of national unions		730,011

[1] Lately affiliated; no tax paid.

Political demands and general aims.—The original platform of the Federation of Organized Trades and Labor Unions, adopted in 1881, contained the following demands:

1. The passage of laws by Congress and the State legislatures for the incorporation of labor unions.
2. Compulsory education.
3. Prohibition of employment of children under 14.
4. Uniform apprentice laws, providing for an apprenticeship of from three to five years and for the furnishing by the employer of proper facilities for the acquirement of the trade.
5. The enforcement of the United States 8-hour law in the spirit of its designers.
6. Abolition of the contract system of prison labor, "so as to discontinue the manufacture of all articles which will compete with those of the honest mechanic or workingman."
7. Laws imposing fine and imprisonment upon employers who maintain the truck or store-order system.
8. Laws to insure workingmen the first lien upon the products of their labor in all cases.
9. Repeal of all conspiracy laws so far as they apply to labor organizations.
10. The establishment of a national bureau of labor statistics and the appointment of a proper person, identified with the laboring classes, to the management of it.
11. The adoption of such laws by Congress "as shall give to every American industry full protection from the cheap labor of foreign countries."
12. The prohibition by Congress of the importation of foreign laborers under contract.
13. That the trade and labor organizations "secure proper representation in all lawmaking bodies by means of the ballot."

The same session adopted supplementary resolutions demanding laws for the entire prohibition of Chinese immigration; State laws for licensing stationary engineers; laws for the inspection and ventilation of mines, factories, and workshops, and sanitary supervision of all food and dwellings; and stricter laws fixing the liability of employers for accidents, "resulting from their negligence or incompetency to the injury of their employees."

The eleventh section of the platform, favoring a protective tariff, gave rise to a lively discussion. It was repealed the next year.

In 1882 two new planks were added to the platform; one in opposition to letting out Government work by contract, and one recommending that trades and labor organizations secure proper representation in all lawmaking bodies. The demand for a change in the employers' liability laws was embodied in the platform, and was changed to a specific demand that employees have the same right to damages for personal injuries that all other persons have. The demand for the prohibition of Chinese immigration was dropped from the supplementary resolutions in 1883. In 1884 a demand for the enactment of 8-hour laws by the State legislatures and municipal corporations was added to the first plank of the platform, and a demand for the resumption of the forfeited land grants was added to the supplementary resolutions. In 1885 the supplementary resolutions were embodied in the platform. The whole platform disappeared in the reorganization of 1886.

For 7 years there was no serious effort to frame a political programme for the reorganized Federation. In 1893, however, a resolution was reported to the convention, reciting that the trade unionists of Great Britain had adopted, with great success, the principle of independent labor politics as an auxiliary to their economic action, and had based their political action upon the following programme:

"1. Compulsory education.
"2. Direct legislation.
"3. A legal 8-hour workday.
"4. Sanitary inspection of workshop, mine, and home.
"5. Liability of employers for injury to health, body, or life.
"6. The abolition of the contract system in all public work.
"7. The abolition of the sweating system.
"8. The municipal ownership of street cars and gas and electric plants for public distribution of light, heat, and power.
"9. The nationalization of telegraphs, telephones, railroads, and mines.
"10. The collective ownership by the people of all means of production and distribution.
"11. The principle of the referendum in all legislation."

The committee on resolutions proposed that the convention indorse this political programme and recommend it as the basis of a political labor movement to "the favorable consideration of the labor organizations of America, with the

request that their delegates to the next annual convention of the American Federation of Labor be instructed on this most important subject." By a vote of 1,253 to 1,182 the word "favorable" was stricken from the resolution; so that the programme, as a basis of independent political action, while recommended to the consideration of labor organizations, was not recommended to their favorable consideration. Only 30 delegates voted to strike out the word, and 54 voted to retain it. Of the delegates of city central bodies, 1 voted to strike out, and 13 to retain.[1]

When this programme came up in the convention of 1894, the first action taken upon it was to strike out the preamble, which commended "the principle of independent labor politics." The several planks were then adopted separately, with amendments, which brought the whole into the following form:

"1. Compulsory education.
"2. Direct legislation through the initiative and referendum.
"3. A legal workday of not more than 8 hours.
"4. Sanitary inspection of workshop, mine, and home.
"5. Liability of employers for injury to health, body, and life.
"6. The abolition of the contract system in all public work.
"7. The abolition of the sweating system.
"8. The municipal ownership of street cars, water works, and gas and electric plants for public distribution of light, heat, and power.
"9. The nationalization of telegraphs, telephones, railroads, and mines.
"10. The abolition of the monopoly system of landholding, and the substitution therefor a title of occupancy and use only.
"11. Repeal of all conspiracy and penal laws affecting seamen and other workmen incorporated in the Federal and State laws of the United States.
"12. The abolition of the monopoly privilege of issuing money, and substituting therefor a system of direct issuance to and by the people."

The motion to adopt the platform as a whole was lost; but it seems to have been held that this action did not negative the adoption of the several parts of it.[2]

Planks 8 and 9, providing for municipal ownership of certain industries and national ownership of others, were passed without opposition. The liveliest discussion was caused by the tenth plank, demanding the collective ownership by the people of all means of production and distribution. The Typographical Union had voted, in its convention, in favor of substituting the anarchistic plank, which appears in the amended platform as No. 10, for the socialistic proposition of the original draft. The substitute was carried in the convention of the Federation by an overwhelming majority. In the debate the opposition to the original plank was directed almost entirely to two points: the danger of dividing and destroying the unions by adopting it, and the antagonism of the active socialists to the trade-union movement. The vote was 1,217 to 913.

The convention of 1895 adopted the following resolution: "Inasmuch as doubt exists as to whether the so-called political platform was adopted or not by the Denver convention,

"*Resolved*, That this convention declare that the failure to adopt the planks as a whole was equivalent to a rejection; and therefore we declare that the American Federation has no political platform."

The chair decided that this resolution did not do away with the resolutions separately passed by the preceding convention, except as a political platform. It was directed by the convention that the resolutions be kept standing in the Federationist as legislative demands.[3]

The latest attempts to obtain a socialistic pronouncement from the Federation have been defeated far more overwhelmingly.

In the convention of 1900 a socialist delegate introduced a resolution recommending that workingmen study the development of trusts and monopolies "with a view to nationalizing the same." The committee to which the resolution was referred reported a substitute without the final clause. The substitute was adopted in place of the original resolution by a vote of 4,552 against 349. On another resolution, of which one of the socialist members said in the debate that an affirmative vote would be a vote against collective ownership and a negative vote would be a vote for collective ownership, the affirmative vote was 4,200 and the negative vote was 685. Some of the delegates voted on opposite sides in these two cases, and in each case some delegates whose personal opinions are socialistic voted on the antisocialistic side because they thought that political questions ought to be excluded from trade-union gatherings.[4]

The preamble to the present constitution bases the necessity of a general federa-

[1] Proceedings, p. 36.
[2] Convention Proceedings, 1894, pp. 38–43.
[3] Convention Proceedings, 1895, pp. 81, 82.
[4] Convention Proceedings, 1900, pp. 163–168, 186.

tion of trade and labor organizations upon the proposition that "a struggle going on in all the nations of the civilized world between the oppressors and tl oppressed of all countries, a struggle which grows in intensity from year to yea and will work disastrous results to the toiling millions if they are not combin for mutual protection and benefit." The constitution says, however, that "par politics, whether they be Democratic, Republican, Socialistic, Populistic, Prohi tion, or any other, shall have no place in the conventions of the American Feder tion of Labor."

The objects of the Federation are declared in the constitution to be:

"1. The encouragement and formation of local trade and labor unions an the closer federation of such societies, through the organization of central trad and labor unions in every city, and the further combination of such bodies in State, Territorial, or provincial organizations to secure legislation in the interes of the working masses.

"2. The establishment of national and international trade unions, based on strict recognition of the autonomy of each trade and the promotion and advanc ment of such bodies.

"3. An American federation of all national and international trade unions, t aid and assist each other, to urge and encourage the sale of union-label goods, an to secure national legislation in the interest of the working people, and influenc public opinion, by peaceful and legal methods, in favor of organized labor.

"4. To aid and encourage the labor press of America."

The scores of resolutions which every convention passes cover every imagi nable kind of topic, from the free coinage of silver to street-car franchises an from the freedom of Cuba to the unjust imprisonment of two or three sailors fo mutiny. The Federation maintains a legislative committee, in the nature of a lobby, at Washington, and it is also active, chiefly through the State branches, a the capitals of the several States. It has fought the recent development of "gov ernment by injunction," and has tried hard to get bills passed by Congress fo restraining it. It has been active in procuring legislation for ameliorating th condition of seamen, both by requiring better food and accommodations for them and by repealing the laws which put them in a condition of involuntary servitud to the shipmasters. It has fought the antitrust bills which have been considered in Congress, on the ground that they were really directed against the labor organizations and not against capitalist combinations. It has fought antiscalping bills on the ground that they propose to give an unnecessary and unjust advantage to railroad monopolies. It has worked for the stricter enforcement of the laws which restrict immigration; it is moving for the renewal of the Chinese exclusion act, and for the extension of it to Japanese; it has opposed ship subsidies; it has declared in favor of legal-tender paper money; it repeated annually for several years a declaration in favor of free coinage of silver at 16 to 1, without waiting for the approval or consent of any other nation. There was a sharp contest over the reiteration of this resolution in December, 1896, after the silver question had been made a question between parties; but the resolution was reiterated, and as recently as 1898 the old position of the Federation was once more reaffirmed.

One of the questions which the Federation has always given the greatest attention to is that of the 8-hour day. It has constantly worked for the better enforcement of the law which gives the 8-hour day to employees of the United States, and for the extension of it to new classes of employees. It has worked for similar laws for the employees of State and local governments. It has advocated an amendment to the Constitution of the United States which should give Congress power to regulate the hours of labor in all factories.

The Federation has not, however, depended chiefly on political action for this reform. Its leaders constantly impress it upon their followers that the 8-hour day is the most important goal before the workingman, and that it must be fought for, on the large scale or on the small, at every opportunity. Three times the Federation has proposed great simultaneous movements in this direction. The conventions of 1884 and 1885 set May 1, 1886, for a general demand for the 8-hour day by all the working people of the United States. The plan was so far effective that many workers got their hours reduced from 12 or 11 to 10, or from 10 to 9, and some from 10 or 9 to 8. The next proposal was for an attack in detail; one union to be selected, at its own request, to make a general demand for the 8-hour day in its own trade, and to be backed by the whole force of the affiliated trades. The trade chosen was the Carpenters, and the day was May 1, 1890. There was a widespread strike of the carpenters, for the support of which over $12,000 was contributed by other trades through the Federation of Labor. In a large number of towns, though only in a minority of all, the 8-hour day was gained. The next

trade selected was the Miners. There was some miscarriage in their case, and the movement was a failure. Again a general effort was proposed, to be undertaken on May 1, 1898. It aroused less enthusiasm than the movement of 12 years earlier, and gave only a moderate impulse to the general movement for shorter hours.

Affiliated organizations.—The American Federation of Labor is strictly a federal body, to which its individual members have, for the most part, no direct relation. Four kinds of organizations are affiliated with it—local unions, national unions, city central unions, and State federations.

Local unions.—The policy of the Federation is to gather its members into national unions of particular trades so far as that is possible.[1] But it devotes its energies largely to the organizing of the unorganized, and necessarily gathers them first into local unions. The locals are required to join the national unions of the trades, so far as national unions exist. In trades which have none the locals are of necessity affiliated directly with the Federation. But when a small number of unions, say 7, have been formed and affiliated in any one trade, the policy of the Federation is to encourage them to unite in a national organization.

The organizers of the Federation gather many workers who can not be formed into local unions of particular trades for lack of numbers. In such cases federal labor unions are formed. These are simply local unions of miscellaneous workers. Not more than three federal labor unions may be chartered in any one city. A request for a certificate of affiliation for a federal labor union must in all cases be indorsed by the nearest local or national trade union officials connected with the Federation. If a chartered central labor union exists in the place, the request is referred to it.

The convention of 1890 changed the provision for federal labor unions so that one could be established by "any 7 wage workers in one trade of good character," instead of by "any 7 wage workers of good character," as before. This seemed to make the federal labor union a local trade union. It does not seem to have been meant to do so, and it was interpreted by the officers according to their understanding of the intention of the convention. Charters continued to be issued to federal labor unions composed of workers of different crafts. In 1893 the clause was made to read "seven wage workers of good character, following any trade or calling."

The federal labor unions are recruiting stations for the labor movement. As soon as a sufficient number of members of one trade or calling, skilled or unskilled, are gathered, they are required to form a union of the occupation. President Gompers said, however, in his report of 1897, that there were several federal labor unions with a membership of more than 2,000 each. The possible growth and activity of a particularly prosperous one are illustrated in the following statement from Canton, Ill.:

"In January, 1898, the cigar makers of the city were confronted with a cut in wages of $2 a thousand. To resist this, they formed a union, and this was the real starting point in the history of Canton's trade unions. From this union and that of the Carpenters grew the local federal labor union, which was organized on July 18, 1898, in a room on the east side of the square. Seven and eight was the average attendance at first, and the members were afraid to go up boldly to the meetings, but went through alleys and up back stairways. Confidence and a sense of independence came later and the union grew rapidly, until last year it numbered more than 1,800 members. Out of this federal body there were organized the various trade unions; but even now the federal labor union has 700 or 800 members."

The article by Homer Whalen, of the Carpenters' Union of Canton, from which this is taken, mentions a large number of trades in which the local working hours are alleged to have been reduced by one or two a day and wages to have been increased from 10 to 25 per cent through the action of the labor organizations.[2]

The constitution limits membership in federal labor unions to wage-earners. It sometimes happens that "through a false notion inculcated during the existence of the Knights of Labor," as President Gompers said in 1897, the federal labor unions are disposed to admit to membership employers, superintendents, foremen, and business men who show a spirit of friendliness to the organization. The charters of several federal labor unions were revoked during 1898 for admitting such persons. The exclusion of them by the authorities of the American Federa-

[1] President Gompers said in his address to the convention of 1900: "I am persuaded that the formation of one local union, placed under its proper jurisdiction, is of greater consequence and importance to the safety and progress of the labor movement than the issuance of 20 charters for local unions to be affiliated directly with the American Federation of Labor." Convention Proceedings, 1900, p. 7.

[2] American Federationist, August, 1900, p. 243

tion of Labor is sometimes felt as an injustice. It is held, however, to be nece sary. "Experience shows that workmen, when others than wage-earners a members of the union, are reluctant in expressing their true sentiments, or a prevented from taking such action as would tend to protect them against an wrongs inflicted upon them by their employers; in a word, have been placed pra tically in their unions in the same defenseless position as they are in their emplo ment. Again, business men, for the simple purpose of advancing their ow business interests, have joined the union, and consequently created division and schisms and diverted the purpose of the organization."[1]

The convention of 1900 requested all affiliated unions to acknowledge cards issue by federal labor unions, and to give their holders the support usually offered t holders of trade union cards.[2]

City central bodies and State branches.—All local unions connected with the Fed eration, either directly or through national organizations, are urged to join suc central labor unions as are chartered by the Federation. The central labor union are directed to use all possible means to organize local trade unions in their vicinit and to insure their connection with the national or international bodies of thei trades, and to organize federal labor unions where the number of craftsmen pre cludes any other form of organization.

State organizations exist chiefly for the purpose of watching and influencin legislation. The city central unions have a much wider field of activity. The bring the strength of all their members to the support of any one union whic may have a trade dispute; as the Federation itself aims to bring the support o the whole labor body to the point where it is needed. State branches usually bea the name of the Federation, with the addition of the names of their States, as the Illinois State Federation of Labor. City central bodies adopt various titles, such as Chicago Federation of Labor, United Labor League of Philadelphia, Central Trades and Labor Council of St. Louis, Central Labor Union of Boston.

The constitution forbids central labor unions, or city or State federations, to admit delegates from any local organization which owes allegiance to any national body hostile to the American Federation, or which has been expelled by a national organization of its trade.[3] It has not always been practicable to enforce the rule strictly. City central bodies insist on judging for themselves the merits of *disputes* between local trade unions and their national unions. The Federation convention of 1894 adopted resolutions censuring the Central Labor Union of New York for excluding a local of the National Brotherhood of Electrical Workers, which was affiliated with the Federation, and receiving a seceded local union, "thus depriving members of an organization affiliated with the American Federation of Labor of the right to work in New York City." It also disapproved the action of certain locals of the Cigarmakers', the Machinists', and the Furniture Workers' International Unions in supporting the Central Labor Federation of New York in its antagonism to the International Union of Bakers and Confectioners.[4]

The convention of 1900 adopted a resolution instructing all State and city central organizations to expel every dual or seceding organization connected with them before June, 1901, on pain of revocation of their charters.[5] It also directed the secretary to obtain from central bodies, from time to time, the names of locals, either of national organizations or of the Federation itself, that are not affiliated with the central bodies. The secretary is then to ask the national unions to instruct their locals to establish such affiliation, and is also to insist that locals chartered directly by the Federation shall affiliate with central bodies chartered by it "before affiliating with any other central body in name or pretensions."[6]

National unions.—The Federation has always followed a cautious and conciliatory policy in dealing with its national trade unions. It has steadily refused to assume jurisdiction over their internal disputes. Except when both parties have agreed to submit their claims to its decision, it has not gone further than to offer counsel. For instance, at the session of the executive council in July, 1900, a case came up in which the national officers of the Boilermakers had suspended a local union because a member of the union had preferred charges against the officers. The

[1] Report of President Gompers. Convention Proceedings, 1897, p. 7.
[2] Convention Proceedings, 1900, p. 121.
[3] This law was passed by the convention of 1890, in consequence of the admission of a local of the Brewery Workmen, which had been suspended by its national body for nonpayment of assessments, to the Trades and Labor Assembly of San Francisco. The original dispute related to an assessment of 10 cents per capita. (Convention Proceedings, 1890, p. 35.)
[4] Convention Proceedings, 1894, p. 56.
[5] Convention Proceedings, 1900, p. 63.
[6] Convention Proceedings, 1900, pp. 117, 123.

council of the Federation gave its judgment that this was unfair, and "respectfully advised" the officers of the Boilermakers to reinstate the local.[1]

In the case of the Painters, where there was an actual division into two rival bodies, the Federation recognized one of them as the legitimate organization to the exclusion of the other; but this was because only one was willing to appoint a committee, at the request of the Federation, for the purpose of arranging an amalgamation.[2]

President Gompers expresses the opinion that one of the greatest factors in the growth and influence of the Federation is the fact that its officers do not have arbitrary power to decide disputes between unions or between unions and employers. It acts as an advisor and mediator, and in this way has been able to adjust innumerable disputes. Its power depends on the good will and respect of the workers.[3]

Even when national unions have quarreled with each other, the Federation has steadily refused to make itself a judge or a divider over them. It has been asked innumerable times to examine disputed questions and to issue peremptory decisions. The conventions have sometimes shown a disposition to magnify the authority of the Federation; but the responsible officers have never wavered from their safe and cautious course. The convention of 1893 instructed the executive council "to take a decided stand against the many internal fights among affiliated organizations, and exert its authority whenever such trouble arises."[4] When a resolution was introduced in this convention providing that the executive council be empowered to settle all disputes between affiliated bodies, the committee to which it was referred amended it by inserting the words "when requested by both parties in dispute," and the resolution was passed in this form.[5] Yet the same convention passed a resolution empowering the executive council, if it should be unable to bring about an agreement for amalgamation between two affiliated national unions claiming jurisdiction over the same branches of industry, to draw up a plan of amalgamation which should be binding upon both organizations.[6] The council never took any such action as this resolution suggested to it. At the convention of 1899 a proposal was made that an arbitration committee of five should be elected, which should hear all disputes between affiliated organizations and should make final and binding decisions. The proposal was lost.[7]

The action of the Federation in various disputes is mentioned in the later pages of this volume, in the accounts of the unions concerned. For its recent policy in matters of trade jurisdiction, the chapters on the Brewery Workmen (pp. 274, 275) and the Typographical Union (pp. 82, 83) should especially be consulted.

In dealing with local unions directly chartered by it, the Federation acts with an authority which it does not assume over the national unions. Thus the local unions of Water Department Workers and Pavers in Boston accepted members who rightfully belonged to the national unions of the granite cutters and the machinists. When complaint was made the executive council of the American Federation of Labor ordered them to cease the practice on pain of forfeiting their charters.[8]

The convention of 1899 adopted a resolution providing that each national union which should seek a charter from the Federation in the future should clearly define its jurisdiction, and if it claimed branches of trades already covered by charters of the Federation the charter desired should be denied until the convention of the Federation should have passed upon it. If the Federation should grant a charter for a branch of a trade previously controlled by another body, the parent body should thereafter be estopped from receiving members or unions of the branch or trade so chartered.[9] The convention of 1900, however, receded from this broad claim of judicial power, and amended the constitution so that the jurisdiction claimed by an existing affiliated union can not, without its written consent, be trespassed on by a new charter. This convention also instructed the president to correspond with the executive officers of all affiliated national and international unions, requesting them to define their claims of trade jurisdiction in written statements. These statements are to be a guide in the future issuance of charters.[10]

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[1] American Federationist, August, 1900, p. 258. See also the action of the Federation in the case of the Hotel Employees, p. 303. In that case the dispute was submitted to the Federation by consent of both the contending parties.
[2] See below, p. 149.
[3] American Federationist, September, 1900, 285, 286.
[4] Proceedings, p. 43.
[5] Convention proceedings, p. 64.
[6] Convention proceedings, pp. 65, 66.
[7] Convention proceedings, 1899, p. 139.
[8] Convention Proceedings, 1899, p. 55.
[9] Convention Proceedings, 1899, p. 156.
[10] Convention Proceedings, 1900, p. 202.

Unaffiliated unions.—The American Federation of Labor denies that it makes wa upon bodies which are not affiliated with it, but it has sometimes formed loc unions in trades in which independent national unions exist. It formed independ ent locals of machinists before the machinists' national union joined it. It forme independent locals of musicians when the National League of Musicians refuse to affiliate with it. In past times it has formed independent locals of bricklayers The executive council resolved in March, 1900, to instruct affiliated unions "t hold the work as against unaffiliated unions."[2]

Yet it seems to be true that the Federation has usually followed a policy of cou tesy and even of helpfulness toward outside organizations, except when they hav come into direct conflict with organizations which belong to it. The Wester Federation of Miners is independent and half hostile, but the American Federa tion of Labor paid hundreds of dollars into its treasury for the defense of it imprisoned members in the Cœur d'Alene. The bricklayers refuse to give thei support to the Federation, but the organizers of the Federation, whenever they ar able to form local unions of bricklayers, turn them over to the national union and the latest report of the secretary of the national union makes grateful acknowl edgment of the high value of these services.

The Federation hesitates to take to itself independent locals in such trades partly out of faithfulness to its great principle of trade autonomy, but more, per haps, because its officers realize that more flies are caught with molasses than wit vinegar. As President Gompers said in his report to the convention of 1891:

"We hope to obtain the affiliation of these organizations by earning and deserv ing their confidence and respect. Let us put on a show of arrogance and attemp to force them and we shall drive them further from us. I recommend that thi policy be continued toward all unaffiliated trade unions."

The course of the Federation has not been uniform, whether or not it can fairl be called inconsistent. In the case of the Machinists, just referred to, there wa trouble over the exclusion of negroes by their constitution. This perhaps justi fied the authorities of the Federation in their own eyes in establishing a new organization of machinists in which the color line should not be drawn. At the present time the Federation holds locals of building laborers, though there is an unaffiliated national organization of the craft. In this case, according to the statement of the Federation officers, the national body was largely built up out of locals which the Federation had established; having been so nurtured, and hav ing attached itself to the Federation, it refused or neglected to pay its per capita tax. The Federation feels justified, therefore, in retaining such locals as it forms, and it will perhaps establish another national organization. In other cases, how ever, the grounds of the action of the Federation are less evident.

The negro question.—It has always been regarded as one of the cardinal principles of the Federation that "the working people must unite and organize, irrespective of creed, color, sex, nationality, or politics." The Federation formerly refused to admit any union which, in its written constitution, excluded negroes from mem bership. It was this which kept out the International Association of Machinists for several years, till it eliminated the word "white" from its qualifications for membership. It was said at one time that the color line was the chief obstacle to an affiliation of the Brotherhood of Locomotive Firemen with the Federation. The Federation seems, however, to have modified the strictness of its rule. The Railroad Telegraphers and the Railway Trackmen have both been welcomed, and both restrict their membership to whites.

In a considerable degree the color line has been actually wiped out in the affili ated organizations. Great unions controlled by Northern men have insisted in Southern cities on absolute social equality for their colored members.[3] Many local unions receive whites and blacks on equal terms. Where the number of negroes is large, however, national unions usually organize their white and their colored members into separate locals. Most central labor unions, even in the South, receive delegates from colored locals. In 1898 the Atlanta Federation of Trades declined to enter the peace jubilee parade because colored delegates were excluded.[4]

The convention of 1897 adopted a resolution condemning a reported statement of Booker T. Washington that the trade unions were placing obstacles in the way of the material advancement of the negro, and reaffirming the declaration of the Federation that it welcomes to its ranks all labor without regard to creed, color.

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[1] American Federationist, vol. 3, p. 151.
[2] American Federationist, April, 1900, p. 118.
[3] See the testimony of Mr. Gompers before the Industrial Commission: Reports, Vol. VII, Testimony, p. 648.
[4] Convention Proceedings, 1898, p. 107.

race, or nationality. One delegate from the South declared, however, that the white people of the South would not submit to the employment of the negro in the mills, and that the federal labor union of which he was a member did not admit negroes. President Gompers said that a union affiliated with the Federation had no right to debar the negro from membership.[1]

With increasing experience in the effort to organize the wage workers of the South, the leaders have become convinced that for local purposes separate organizations of the colored must be permitted. President Gompers said, in his report to the convention of 1900, that here and there a local had refused to accept members, simply on account of color. In such cases, where there were enough colored workers in one calling, an effort had been made to form a separate colored union, and a trades council composed of representatives of the colored and the white. This had generally been acquiesced in. In some parts of the South, however, a more serious difficulty had arisen. Central bodies chartered by the Federation had refused to receive delegates from local unions of negroes. The Federation had not been able to insist that they be received, because such insistence would have meant the disruption of the central bodies. President Gompers suggested that separate central bodies composed of negroes be established where it might seem practicable and necessary. The convention accordingly amended the constitution to permit the executive council to charter central labor unions, as well as local trade and federal unions, composed exclusively of colored members.

Relations with the Knights of Labor.—Conflict between the Knights of Labor and the Federation of Labor was inevitable, because each aspired to universal dominion of the labor world. The attitude which the Federation has assumed in the conflict has depended, however, upon the differences of organization and methods between them.

The Knights of Labor began as an organization of trades. The first assembly was a trade assembly of garment workers; and when workers of other trades began to be admitted they were admitted only as "sojourners," with the understanding that as soon as enough members of one trade had been gathered they should swarm and form an assembly of their own.

The fundamental thought of the Knights, however, was that of the unity of interest of all productive workers. This unity of interest was felt to require a unified control of their organization. All the representative bodies above the local assembly were at first established on a territorial basis. It was not until after the Federation of Trades and Labor Unions had been formed—some 12 years after the foundation of the Knights—that the Knights established their first national trade assembly. Even among the local assemblies the union of all sorts of workers in one body was a normal proceeding, and such mixed assemblies had an importance incomparably greater than that of the federal labor unions which the Federation has established.

The Federation of Labor admits readily enough the declaration of the Knights, that an injury to one is the concern of all; but this is not its primary and central thought. The Federation is based rather upon the idea that the interests of all will be best served if each trade looks out in the first place for its own interests. Its fundamental principle is trade autonomy. Its desire is to see all workers organized in national or international unions of their particular crafts. It forms local unions of miscellaneous workers corresponding to the mixed local assemblies of the Knights of Labor; but it does this avowedly as a measure of temporary necessity. These federal labor unions are regarded as recruiting stations, out of which local trade unions and then national trade unions are to be developed. Even from these federal labor unions the Federation excludes all but wage workers. Some of them have been suspended for admitting employers and other persons who have professed a desire to join out of friendliness to the cause of labor. The Knights, on the other hand, distinctly declare that any local assembly may, at its option, admit any person over 16 years old who is not engaged as an employer in handling intoxicating drinks, and who is not a banker, a professional gambler, or a lawyer. The only further restriction is that three-fourths of the members of each local assembly must be wage workers or farmers.

Associated with this difference in principle of organization is a radical difference in centralization of control. The Federation of Labor disclaims any authority over its constituent national unions. They are at liberty to strike or to boycott, or to decline to strike or boycott, as they please. The Federation assumes no jurisdiction over their internal quarrels. Even when a dispute arises between one and another, the Federation has been very slow to make itself a judge. Unless its action in the jurisdiction disputes of the Brewers at the convention of 1900 may

[1] Convention Proceedings, 1897, pp. 82, 83.

be called an exception, it has constantly refused to go farther than to recommend a course of action, except in cases which have been submitted to it by agreement of both parties. The government of the Knights, on the other hand, is centralized and absolute. That which seems good to the central officers is ordered to be done. Disobedience is followed by prompt cutting off from the order.

On the basis of these differences the Federation has set itself up as the especial champion of the principle of organization according to trades. It has been disposed to deny to the Knights the right to maintain trade organizations, even when they have desired it.

Of the 107 delegates which formed the first convention of the Federation of Organized Trades and Labor Unions, 48 represented local and district assemblies of the Knights of Labor. The Knights did not appear as such in subsequent conventions, except that one assembly was represented in 1884. The Knights had an indirect representation, however, through central labor unions in which their assemblies were represented; and for years many members of the trade unions were also members of the Knights. The convention of 1887 refused to admit delegates from the Federation of Labor of Washington, D. C., on the ground that this body "was not fully in sympathy with the trades-union movement, as it was overwhelmingly composed of Knights of Labor assemblies."[1] The convention of 1886, at which the Federation was reorganized, excluded a representative of the Window Glass Workers, on the ground that their organization was "affiliated with the Knights of Labor, and not a trade union within the meaning of the call for the convention." But the Hatters and the Brewers retained for many years a dual affiliation in their organized capacity, with the Federation and with the Knights: not to speak of the thousands of cases of individual dual membership.

The open rupture between the Knights of Labor and the trade unions which made up the Federation seems to have begun with the quarrel between the Knights and the Cigar Makers early in 1886. The Cigar Makers' International Union declared that scab cigar makers had been received and organized by the Knights. The principal officers of the International Union met the executive board of the Knights on March 3, 1886, and discussed these complaints. The executive board, according to their own subsequent declaration, "promised, as soon as time and opportunity would permit, to go to New York, make an investigation, and, if proven that such charges were well founded, to revoke their charter; for this organization will not be made a refuge for unprincipled and unfair people." The Knights afterwards complained that, though they were well known to be embarrassed at the time by labor difficulties, including the great railway strike in the Southwest, the Cigar Makers' International Union did not give them any proper opportunity for investigating and correcting any abuses that might exist, but began circulating the charge that the Knights of Labor were organizing scabs, and undertook to boycott cigars which bore the Knights of Labor label.

At a conference of chief officers of trade unions, held in Philadelphia in the spring of 1886, a committee was appointed to confer with the Knights and try to effect an agreement with them. It visited their General Assembly in May, 1886, and afterwards, in September, conferred with their executive board. At the May meeting the representatives of the trade unions proposed a treaty, providing that the Knights should not initiate any person or form any assembly of persons following a calling which had a national organization without such organization's consent; that no person should be admitted to the Knights who worked for less than the scale of wages fixed by the union of his craft, nor anyone who had ever been convicted of ratting, embezzlement, or any other offense against his union, until his union had exonerated him; that the charter of any Knights of Labor assembly of any trade having a national union should be revoked, and the members of it should be requested to join a mixed assembly or form a local union under the jurisdiction of the national trade union; that any organizer of the Knights who should endeavor to induce trade unions to disband or tamper with their growth or privileges should lose his commission; that when a union was on strike no assembly of the Knights should interfere until the strike was settled to the satisfaction of the union; that the Knights should not issue any trade-mark or label in competition with any trade-mark or label of any national trade union.[2]

The General Assembly of the Knights declined these terms and proposed a mutual exchange and recognition of working cards. The convention of the Federation in the following December adopted a resolution reciting that the Knights of Labor had "persistently attempted to undermine and disrupt the well-established trade unions, organized and encouraged men who had proven themselves untrue to their trade, false to the obligations of their union, embezzlers of moneys,

[1] Convention Proceedings, 1887, p. 9.
[2] Convention Proceedings, American Federation of Labor, 1886, pp. 18–20.

and expelled by many of the unions, and conspiring to pull down the trades unions which it has cost years of work and sacrifice to build." On the other hand, the conference committee of the Knights reported to the executive board that an atmosphere of insincerity seemed to surround the actions of some members of the committee of the trade unions, and that in its opinion "the so-called grievances, if they do exist, are rather acceptable than otherwise to some persons in their organizations, and are used by them to accomplish selfish purposes." The committee of the Knights further complained that the representatives of the trade unions rigidly refused to consider any terms except those of the treaty which they brought with them ready-made upon their first appearance. In answer to the complaint that the Knights of Labor were trying to destroy the unions by absorbing their members, and in answer to the assertion that it was necessary to oppose this tendency in order to preserve the autonomy of the several trades, the Knights replied: "Such arguments are but an evidence of the ignorance of those who advance them of the principles and workings of our order, which has given opportunity to any trade to organize within the order and perform its functions as a trade organization when the conditions involved would justify." The existence of the following trades organizations within the order was referred to: Window glass workers, bottle blowers, hat makers and finishers, coal miners and mine laborers, telegraphers, ax and edge tool workers, potters, lithographers, carpet weavers, and machine constructors.

The principal counter proposition of the Knights, that the working card of any trade union should entitle the holder to work in any Knights of Labor shop, and that the card of the Knights should entitle the holder to work in any union shop, seems not illiberal, considering that it was made at the moment of the greatest power and most rapid growth of the Knights.

President Gompers said in his report to the convention of 1887: "There is no conflict necessary between the trades unions and the Knights of Labor. * * * At the formation of the old Federation of Organized Trades and Labor Unions of the United States and Canada, at Pittsburg, in 1881, the Knights were largely represented. Let us hope that the near future will bring them back to the fold, so that all having the grand purposes in view as understood and advocated by the American Federation of Labor may work for their realization."[1]

The General Assembly of the Knights in 1888 passed a resolution providing that "the shop or working card of any other organization shall be received and recognized in like manner [as that of the Knights] whenever said other organization grants the same privilege to members holding a shop or working card issued by the Knights of Labor."[2]

During 1889 there were renewed efforts for harmonious action between the Knights and the Federation. After some difficulty a joint manifesto on the 8-hour question was signed and issued. At subsequent conferences the Knights asked for mutual recognition of cards and labels. The Federation made the counter proposition that trade districts and locals be discontinued by the Knights, and promised that in return the trade unions would encourage their members to become Knights in mixed locals. The next convention of the Federation sanctioned the actions of its representatives and formally resolved to insist on the position they had taken.[3]

The General Assembly of the Knights of Labor in 1889, replying to a communication from President Gompers, of the Federation of Labor, with regard to the proposed general demand for the 8-hour day to be made on May 1, 1890, expressed its concurrence with Mr. Gompers in the opinion that a general strike at that time would be unwise, and added its confident belief that the Knights of Labor would lend their moral support to any trades which might be prepared to embark in the 8-hour movement.[4]

The convention of the Federation in 1891 received propositions from the Knights, which were in substance as follows: First, the working cards of the Knights and of the unions affiliated with the Federation should be mutually recognized and respected. Second, labels of the Knights, of the Federation, and of bodies attached to it should be mutually recognized and officially indorsed. Third, no person suspended or expelled from one body, or in arrears for dues or assessments, should be admitted to another body, a party to the agreement. The convention of the Federation in reply said, first, that its affiliated bodies were entirely free to recognize such cards and labels as they might think proper, and that the Federation could not under any circumstances deviate from its policy of allowing self-

[1] Convention Proceedings, 1887, p. 11.
[2] Proceedings of General Assembly, 1888, pp. 86, 87.
[3] Convention Proceedings, 1889, pp. 14, 37
[4] Proceedings of General Assembly, 1889, p. 52.

government. "The platform of the Knights of Labor shows clearly," continues the Federation, "that it was never intended to be other than an educational organization. Thus it can have no legitimate place in the field occupied by trade unions. Wishing, however, to bring to an end any cause for division or discord in the ranks of organized labor, we submit the following basis for an amicable adjustment of differences between the American Federation of Labor and the Knights of Labor:

"1. That the Knights of Labor shall revoke and issue no more charters to local trade assemblies or national trade assemblies.

"2. In return the American Federation of Labor shall revoke and issue no more charters to mixed Federal unions.

"3. The American Federation of Labor will recommend to affiliated unions that they urge their members to become members of mixed assemblies of Knights of Labor.

"The acceptance of these conditions will necessarily obviate any future conflict regarding the recognition of labels or the relations of expelled or suspended members."[1]

President Gompers, in his report to the convention of 1892, said that these resolutions had been transmitted to the general officers of the Knights of Labor, with a courteous note suggesting that a conference might be held to discuss the propositions from the two sides, but that the answer of the Knights was discourteous, and that nothing had since been heard from them. The action of the executive board of the Federation was approved by the convention.[2]

At the General Assembly of the Knights of Labor in 1893 Mr. Powderly, in his report as general master workman, recommended that when the General Assembly adjourn it name no day or place for its next meeting, but authorize the general executive board "to consult the officers of other organizations with a view to having the next session of the General Assembly, the convention of the American Federation of Labor, and the conventions of other industrial organizations, held at the same time and in the same city. I do this with a view to bringing the active men of these organizations into closer fellowship, and to hold a joint session of all the delegates while the conventions are in session. If this is done, much good will follow, even though nothing may be done in the way of amalgamation."[3]

This suggestion was not accepted by the General Assembly. A resolution was, however, passed instructing the general officers "to cordially invite the officers of the national labor organizations of America to select three representatives each, to meet at some place early in the coming year to discuss the condition of working people in this country, and to suggest and further some plan whereby the various labor organizations will be brought into closer touch with each other, so as to work in harmony for the amelioration of the condition of the masses." The convention of the Federation of Labor, which met the next month, appointed Samuel Gompers, P. J. McGuire, and Frank Foster to meet the representatives of the Knights.[4]

The conference met in June, 1894. There were present representatives of the Knights of Labor, the Federation of Labor, the Locomotive Engineers, the Locomotive Firemen, the Railway Conductors, the Railway Trainmen, the Green Glass Workers, and the Farmers' Alliance. The Knights desired, and the representatives of other organizations, except the Farmers' Alliance and the Railway Trainmen, opposed, a recommendation that all organized working people vote against the two old political parties and give their support, at least for the time being, to the People's Party. The Knights also asked for joint control of the inauguration of strikes, for mutual recognition of the working cards of all bona fide labor organizations represented in the conference, and for the appointment of joint committees, where two or more organizations of the same craft might exist, to arrange wage scales and hours of work. The Federation considered that these demands were contrary to the principles of trade autonomy. The report of the Federation committee to the next convention closed with the following paragraph: "We believe in harmony; but that harmony, in our judgment, can only be brought about by a firm insistence that the trade union shall be permitted to occupy unmolested its natural and historic field of labor for the benefit and advancement of the wage-earning classes."

The convention added this resolution: "That the American Federation of Labor holds itself in readiness to meet at all times with sincere men in the reform movement, but refuses to meet with the Knights of Labor as at present constituted and until that body recognizes the principle of trade autonomy and ceases to encourage dual authority in any one trade."[5]

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[1] Convention Proceedings, 1891, pp. 47, 48.
[2] Convention Proceedings, 1892, pp. 16, 30.
[3] Report of General Master Workman, 1893, p. 40.
[4] American Federation of Labor Convention Proceedings, 1893, pp. 52, 58.
[5] American Federation of Labor Convention Proceedings, 1894, p. 66.

The general officers of the Knights of Labor, who had represented the order at the conference, concluded their report with a recommendation that the Knights give no further attention "to the American Federation of Labor as a body, as it is at best but an advisory board, with no power to enforce its decisions; but that we define our exact position upon all matters at issue and send direct to all national and international labor organizations, with a request that all who favor reciprocity upon the lines proposed should send accredited delegates to a conference, fully authorized to discuss, arrange, and ratify all necessary details for a thorough understanding."[1]

The later actions of the Federation show an increased intensity of opposition to the Knights. Thus in April, 1896, the executive council passed the following resolution:

"Whereas it appearing from the evidence submitted that the Knights of Labor in St. Louis are hostile to the trade-unionists, it is hereby decided that, according to article 12, section 1, of the constitution of the American Federation of Labor, the Trades and Labor Union of St. Louis is justified in demanding that all unions desiring representation in said Trades and Labor Union must withdraw from the Knights of Labor, as well as the individual members of said unions, on pain of expulsion from said Trades and Labor Union."[2]

While this is not a general decree of exclusion, requiring every member to make his choice between the two organizations, it sanctions such a decree of exclusion, enforced by a subordinate body within its own field.

The principal instance of membership in both the Federation and the Knights on a large scale was that of the Brewery Workmen. Some account of it is given below, on page 274. There was for a time a similar connection between the Hatters and the Knights. It was in connection with the case of the Brewery Workmen that a resolution was introduced in the convention of the Federation, in 1899, providing that no member of any affiliated union should be allowed to hold membership in the Knights. The resolution was referred to the executive council, and did not receive their formal approval, but the spirit of it is the spirit of the Federation. Resolutions of similar character, requiring all members of the Knights who were also members of trade unions to leave one body or the other, have repeatedly been introduced in the General Assembly of the Knights, but have uniformly been defeated; though the General Assembly of 1886, under the acute irritation of a quarrel, took action which excluded members of the Cigar Makers' International Union.

The antagonism which characterizes the general relations between the two organizations does not appear at all times and in all places in the relations between their members. Thus the New York State congress of the Knights of Labor supported the boycott laid on the New York Sun by the Typographical Union from 1899 to 1901.[3] Attention was called by a resolution passed in the General Assembly of 1899 to the fact that the printers employed in the Knights of Labor printing office are members of the International Typographical Union, and that the office could use the label of the Allied Printing Trades Council if it desired.[4]

Other rival organizations.—Since the Federation aspires to include all trade unions in the United States and Canada, it can not but look with disfavor on any attempt to establish another federation of trade unions outside of it, either on grounds of trade affiliation or on grounds of geographical position. There exist at present two rival organizations severally representing these principles of alliance. The National Building Trades Council has undertaken to gather together all the unions of the building trades. The Western Labor Union has undertaken to form a separate federation of the labor organizations of the far Western States.

The alliance of the metal trades, formed in 1901, does not raise any question of rivalry with the Federation. All its constituent unions are affiliated with the Federation, and the alliance itself will be treated as a branch of it.

Conventions.—The original constitution of the Federation of Organized Trades and Labor Unions gave one delegate to each national or international union of 1,000 members or less, two delegates for 4,000 members, three for 8,000, four for 16,000, and so on. Local trades assemblies or councils were to have one delegate each without reference to size. The next year it was enacted that State and provincial federations of trades unions should have two delegates; one delegate each was given to local trades assemblies or councils, district assemblies of the Knights of Labor, and local trades unions. In 1885 the provision for the smaller national unions was made clearer by changing it to read: "For less than 4,000

[1] Proceedings of General Assembly, 1894, p. 116.
[2] American Federationist, vol. 3, p. 55.
[3] Typographical Journal, January 15, 1901, p. 62.
[4] Proceedings of General Assembly, 1899, p. 78.

members, 1 delegate." No substantial change was made, however, until the reorganization and the adoption of the name American Federation of Labor in 1886. The new constitution then adopted retained the old basis of representation for national unions, and continued: "and from each local or district trades union not connected with or having a national or international head affiliated with this federation, 1 delegate."

A much more important change was made in 1887 by the addition of the following clause: "Questions may be decided by division or a show of hands, but if a call of the roll is demanded by one-tenth of the delegates present, each delegate shall cast 1 vote for every 100 members or major fraction thereof he represents, but no city or State federation shall be allowed more than 1 vote." This is the existing provision. By this device, while the number of delegates is kept small enough to enable the convention to remain a deliberative body, the democratic principle of "1 man 1 vote" is maintained by giving each organization a weight in proportion to its membership in the decision of all disputed questions.[1]

The geometrical-ratio basis of representation of the national unions gives them a relatively small number of delegates. They have some 95 per cent of the membership of the affiliated bodies, but they sent only 102 of the 221 members of the convention of 1900. The most, however, of the 55 representatives of State and city central bodies were members of the national organizations. It is also true that the national bodies frequently send less delegates than they are entitled to. The Mine Workers, with 110,000 votes, might have sent 6 delegates; they sent only 4. The Cigarmakers, with 32,100 votes, sent only 3 delegates instead of 5. The Longshoremen and the Retail Clerks, with 20,000 votes each, sent each 2 delegates instead of 4. The Flint Glass Workers and the Amalgamated Association of Iron and Steel Workers sent 1 apiece; they were entitled to 3 apiece. But on a roll call, which 10 per cent of the members could demand, the national and international unions were entitled to 4,961 votes, while State and city central bodies cast 55 votes, and local unions 86. The great majority of the local unions were entitled to only 1 vote apiece, indicating a paying membership of 150 or less. About a dozen had 2 or 3 votes apiece, and one, the Watch Workers' Union, of Elgin, Ill., had 8, showing a paying membership of about 800. The votes allowed to the several organizations are based upon the average membership during the year ending October 31, as shown by the per capita tax paid to the Federation. The number of votes is not affected by the number of delegates an organization sends, if it is represented at all. In the convention of 1900, the 1 delegate of the Flint Glass Workers cast the 80 votes of the organization: if the union had chosen to send 3 delegates, the votes would have been divided among them.

City and State federations have only one vote each, because their members are already represented for the most part by the delegates of the national and local unions. Fraternal delegates from foreign bodies have the same rights as delegates from central bodies. Thus, in the convention of 1900, the two delegates from the British Trades Union Congress and the one from the Canadian Trades and Labor Congress had each a vote. No organization which has seceded or been suspended or expelled from any national organization connected with the Federation may be represented.

The convention meets annually on the first Thursday after the first Monday in December.

The secretary prepares a printed programme containing resolutions which have been submitted to him before the convention. This plan has long been used by the British Trades Union Congress, and was doubtless copied from the Congress by the Federation. Since 1896 the constitution has provided that "no resolution or constitutional provision shall be considered unless printed in the programme, without a two-thirds vote of the convention." In spite of this, the Federation has not yet brought the plan into effective working. Custom has proved too strong for the written law. Only 16 resolutions appeared on the printed programme of the convention of 1900; 220 resolutions were introduced.

Resolutions introduced in the convention, through the printed programme or otherwise, are regularly referred to their appropriate committees without debate. Very rarely a resolution of a special character is considered and passed by unanimous consent without reference to a committee. There were two or three such

[1] Mr. Morton A. Aldrich, in his sketch of the American Federation of Labor, published by the American Economic Association in 1898, strangely overlooks this feature of the constitution of the Federation. Indeed his statement of the composition of the convention seems to be taken from the old constitution of the Federation of Trades and Labor Unions, and from a copy of it published before the convention of 1885; since it retains the clause allotting 1 vote each to unions of 1,000 members or less, which was eliminated in that year. See Economic Studies, Vol. III, No. 4, p. 230.

stances at the convention of 1900. The committees are appointed by the president, not excepting even the committee on the president's report.

The committees report resolutions referred to them, favorably or unfavorably, and with or without amendment. The smothering of proposals in committee seems to be unknown. In a great majority of cases the action of the committee is accepted by the convention. It is not unusual, however, for the convention to make some modification in the resolution as reported, and occasionally the decision of the committee is entirely overruled.

Of the 220 resolutions introduced in the convention of 1900, 107 were passed, either with or without amendment. Besides these, 26, proposing to lay boycotts upon particular establishments, and 28 others on various subjects, were referred to the executive council. In nearly all these cases the executive council was given full power to act, though in one or two cases it was directed to report to the next convention.

Constitutional amendments and referendum.—The constitution of the Federation of Trades and Labor Unions never contained any specific provision for its own amendment. The constitution of the American Federation of Labor, as adopted in 1886, provided that it could be amended at a regular session of the convention by a two-thirds vote of the delegates, but that any amendment must be ratified by a majority of the members of the constituent societies. The provision for a referendum was stricken out the next year, and a two-thirds vote in the convention has since been sufficient to adopt any measure.

Two propositions were submitted to popular vote by conventions of the Federation of Trades and Labor Unions: In 1884, a provision for the approval and management of strikes by the legislative committee of the Federation and for the levying of assessments by the committee, not exceeding 2 cents a member a week, for the support of strikes; and, in 1885, a provision to make the legislative committee a general board of arbitration and boycotting. In each case the convention ordered that the proposal should not take effect unless it was adopted by a two-thirds vote. The two-thirds vote was not obtained in either case.

The convention of 1888 adopted a provision for the support of strikes by the Federation, giving the executive council power to levy assessments of 2 cents a member a week on national and international unions in support of strikes ordered by such unions and approved by the executive council. The proposition was submitted to popular vote of the national and international unions affiliated, the vote being counted on the basis of the number of delegates each union was entitled to in the convention. The provision was carried.

Though the Federation has repeatedly passed resolutions urging the introduction of the initiative and the referendum by the State, these are the only instances in which it has decided any question by general vote of its own membership. The proposed political programme was referred to the affiliated unions in 1893, but only for instructions to the delegates who would make up the next convention; and in the actual result some delegates had no instructions, and some who had instructions did not follow them. In 1897 President Gompers raised the question of the election of officers by popular vote. In 1898 a resolution to this effect, providing also for a popular vote on any political demands, was introduced, but it was rejected almost without debate. The truth is, it would hardly be practicable for the Federation to introduce the referendum. The vote would have to be conducted through the machinery of the constituent unions. Save in the case of the few unions which themselves use the referendum, the machinery is lacking. Direct legislation must be generally adopted by the affiliated organizations before the Federation can well adopt it.

Officers.—The Federation of Trades and Labor Unions began without a president and without paid officers. Its executive head was a legislative committee, which chose from its own members a chairman, a first and a second vice-chairman, and a treasurer. The convention elected a secretary, who was ex officio a member of the legislative committee. The secretary, as well as other members of the committee, served without pay, except $3 a day for time lost in attending to the business of the Federation. In 1883 a provision was made for a president, and the legislative committee was made to consist of the president, six vice-presidents, the secretary, and the treasurer. The provision for payment was unchanged. When the new constitution of the American Federation of Labor was adopted in 1886 the name of the legislative committee was changed to executive council, and the size of it was reduced to five by providing for only two vice-presidents.

The present officers are a president, six vice-presidents, a secretary, and a treasurer. These officers constitute the executive council. The vice-presidents, in spite of the title they bear, have no right of succession to the presidency. In case of a vacancy in the office of president the constitution provides that the secretary shall

temporarily perform the president's duties, and shall within 6 days issue a call for a meeting of the executive council to fill the vacancy.[1] All officers are elected by the annual convention.

The secretary collects all money due the Federation, and turns it over to the treasurer, except that he may retain a sum not greater than $2,000 for current expenses, to be paid out on the approval of the president. The president and the secretary have their office at the national headquarters at Washington, D. C., where they were fixed by the convention of 1896. The treasurer is not at the headquarters, and the lightness of his duties may be judged from the fact that his salary is $200 a year. Up to the end of 1900 it was only $100.

The financial statement for the year 1886, the last year of the old Federation, shows payments of only $66 for the services of the secretary and $25.85 for the "services and expenses of the president." The new constitution, however, gave the president a salary of $1,000 a year. The secretary and the treasurer were still unpaid except for time lost, and the actual conduct of the business of the Federation in all its departments seems to have fallen largely into the hands of the one salaried officer. The president's salary was raised to $1,200 by the convention of 1887. The convention of 1889 fixed the president's salary at $1,500 a year, and the secretary's at $1,200. That of 1892 made the president's $1,800 and the secretary's $1,500. That of 1899 made the president's $2,100 and the secretary's $1,800.

The policy of the Federation with regard to its officers is one of permanency of tenure, though the offices are filled by new elections every year. Mr. Samuel Gompers was elected chairman of the legislative committee, a position substantially corresponding to that of president, in 1882. The office of president was established in 1883. Mr. Gompers was an unsuccessful candidate for it both in 1883 and 1884. In 1885, however, he was elected president, and he has held the place since with a break of only a single year. In 1893, 1894, and 1895 he had close contests with Mr. John McBride; but he was successful except in 1894. Beginning with 1896 he has been reelected year after year without opposition, and there is no sign that the Federation may not continue its work for an indefinite time under his direction. The present secretary, Mr. Morrison, has also been elected without opposition for 5 successive years.

The executive council is the governing body of the Federation in the intervals between the conventions. The first duty assigned to it by the constitution is to watch legislative measures which directly affect the interests of working people, and to initiate such legislative action as the convention may direct. It is instructed to use every possible means to organize new national trade unions, and also to organize local unions and connect them with the Federation until they are numerous enough in any trade to form a national union; then it is the duty of the president to see that a national union is formed. The executive council decides upon the sanctioning of boycotts, and is required to present to the convention in printed form a precise statement of the details leading up to every boycott approved or pending. The council is authorized to send out trade-union speakers in the interest of the Federation. Before any local union directly affiliated with the Federation can strike it must submit its grievance to the executive council for approval; otherwise it forfeits all claim upon the Federation or allied organizations for support.

The council uses a broad discretion in the discharge of its duties. Its authority within its sphere may be compared with that which the British Government has exercised from time to time in the name of the King in Council. Where the convention has not legislated the authority of the council is unquestioned, and in emergencies it even ventures to set aside the written laws of the organization. Thus, the constitution, adopted when the annual income and outgo of the Federation were $6,000 or $7,000, allowed the secretary to keep not more than $250 in his hands for current expenses. During the last year or two the income and the outgo have risen by great leaps to $30,000, $40,000, $70,000 a year; but the provision for the current-expense fund was not changed till the convention of December, 1900. In March, 1900, the executive council, on its own responsibility, authorized the secretary to keep $1,500 in his hands.

Besides meetings during the sessions of the annual convention and immediately before and after it, the executive council usually holds two or three meetings during the year, at the headquarters of the Federation or elsewhere. A considerable part of its business is done by mail. It acted on more than 400 different topics during the year ending with the convention of 1900. Sixty-six circular letters were sent to the members by the president, containing 77 propositions and questions, which were decided by votes transmitted by mail or telegraph.[2]

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[1] This provision was adopted in 1891. Up to that time there were a first and a second vice-president, and they had a right of succession to the presidency in their order.

[2] Convention Proceedings, 1900, pp. 65, 75.

Vacancies in the council occurring between conventions are filled by the council itself by a majority vote. The members of the council and speakers engaged by it are paid $3.50 a day for time lost in attending to the business of the Federation, besides traveling and hotel expenses.

Organizers.—For many years the Federation has issued commissions to "general organizers," who are expected to push the organization of wage workers in their neighborhoods. They receive no pay, except such sums, ranging from $5 to $20 for each new local organized and affiliated, as may be offered by the several national unions. They cost the Federation nothing, except in some cases small sums for expenses. They do their organizing in such leisure as they have. Their commissions are simply credentials, which give them some prestige in the eyes of their fellow-workers. Eighty such organizers were commissioned during 1888. In 1893 the number was nearly 400. In 1897 there was a general revocation of commissions to facilitate a process of weeding. Those who were active and efficient were reappointed. The number was about 420 at the close of 1898, 680 at the close of 1900, and over 800 in August, 1901.

In recent years, as the growth of the Federation's funds has made it possible, "special organizers" have been appointed, for longer or shorter times, on salary. During 1899 there were 17 such appointments, varying from 1 month to 10 months; the majority for 2 or 3 months. There were 20 during 1900. The convention of 1896, and again that of 1897, directed the executive council to send special organizers into the intermountain country of the West. The council did not act, for lack of money. The convention of 1898 levied an assessment of 2 cents a member to be used in sending organizers into the intermountain country and the South. The assessment produced over $5,000, and it was spent in the regions specified. The greatly increased regular income of 1900 made it possible to carry on the work of organization and to increase it, without assessments. The convention of 1900 instructed the executive council to appoint 4 permanent organizers to be employed during the ensuing year in the Southern, intermountain, and Pacific coast States and Territories; and it seems probable that 20 or 25 organizers, under pay, will be regularly employed throughout 1901.

Finances.—The original constitution of the Federation of Trades and Labor Unions provided for an annual tax on the affiliated unions of 3 cents for each member. The next year this tax was reduced to 1 cent for national and international unions, trades assemblies or councils, and district assemblies of the Knights of Labor. Local trade unions were now to pay $10 a year, and in addition 1 cent a member on all members above 500. State and provincial federations were to pay $10 for each delegate sent to the convention. The convention of 1883 left the provisions for local and State organizations untouched, but changed the tax upon the more important classes to $10 for 1,000 members or less, $20 for 1,000 to 4,000, $25 for 4,000 to 8,000, $30 for 8,000 to 12,000, $40 for 12,000 to 20,000, and $50 for a membership above 20,000. In 1884 a rule was adopted which seems to mean 1 cent a member a year for all organizations, with a minimum of $10, and, for local or State trades assemblies and assemblies of the Knights of Labor, a maximum of $25. The need of more money was sharply felt during the next year, and at the convention of 1885 the committee on finance recommended a special tax of 10 cents a member. On motion of Mr. Gompers the more cautious policy was adopted of appealing to all labor organizations "to pay into this Federation such sums as they can afford, to carry out the objects of this body." This appeal produced no noticeable effect. The financial statement for the following year shows one donation from an individual of $10 and two donations from trade unions, one of $5 and one of $8.44.

The new constitution of the American Federation of Labor, adopted in 1886, laid a uniform tax of one-half cent a member a month on national, district, and local organizations. The president reported to the next convention that several national trade unions had failed to join the Federation because they thought this tax too high. While he thought it no higher than it should be, he believed it wise to lower it rather than let it be an obstacle to membership. It was accordingly reduced to one-fourth of a cent a member a month for national and local unions, with a uniform tax of $25 a year on each central labor union and each State federation. In 1896 the latter tax was reduced to $10, with an additional charge of $10 if a delegate was sent to the convention. In 1888 the per capita tax on local unions was made 1 cent a month.

The secretary said in his report to the convention of 1897 that the per capita tax received by the Federation was inadequate to meet many of the urgent demands, and that, moreover, it was sometimes difficult to induce local unions affiliated directly with the Federation to join the national unions of their crafts, because of the increase of per capita tax which the change involved. For both these

reasons he recommended that the per capita tax for local trade and federal labo unions be increased from 1 cent to 5 cents a month. The convention compromise on 2 cents, and raised the tax on national and international unions to one-third a cent a member a month. In 1898 the 5-cent tax on locals was adopted, and th tax on central labor bodies and State federations was made $10 a year for 1,0 members or less and $20 a year for more than 1,000 members. In 1899 the contr bution was fixed on the existing basis: National unions, one-third of a cent a mem ber a month; local unions, 5 cents a member a month; central and State bodies, $ a year, payable quarterly. A fee of $5 is charged for each certificate of affiliatio

Any organization whose tax is not paid in full to October 31 is not entitled to seat in the convention. If any organization falls 3 months in arrears the co stitution provides that "it shall become suspended," and can not be reinstate except by a vote of the convention. This law is not strictly carried out in pra tice. The weak are nursed along, as circumstances seem to require. The financi reports of the secretary show settlements of dues for 6 months, a year, even 3 yea back; and the officers receive them gladly without any vote of the convention.

There has been much complaint by the officers of the Federation that the affil ated organizations understate their membership to diminish their payment There is sometimes a marked difference between the membership which organiz tions report for the purpose of the per capita tax and the membership which the report for general information. For instance, the United Mine Workers claime 91,019 paid-up members at the close of 1899. The number of members reported a of January 1, 1899, was 54,771. The proceeds of the per capita tax, levied by th National Union upon the locals, at 10 cents a month, was reported as $74,264 fo the year 1899, which would indicate an average membership, taking the year as whole, of nearly 62,000. The delegates of the Mine Workers to the conventio of the Federation of Labor, in December, 1899, were given only 400 votes. Th Mine Workers, therefore, seem to have paid taxes to the Federation on only 40,00 members.[1]

In 1900 the officers of the Federation felt compelled to send a circular letter t the affiliated organizations, calling attention to the too small membership whic some of them reported. The executive council referred publicly, in its report t the convention of 1900, to the fact that some of the affiliated organizations do no pay their full per capita tax. It said: "It is injurious to our general movement t find officers reporting upon one membership to the American Federation of Labo and a much larger number in their official reports."

Previous to the convention of 1891 the executive council had power to appoin 3 delegates from among those chosen to the convention, to meet 3 days before the convention, and audit the accounts of the Federation for the year. That convention made it the duty of the executive council to direct the chief exec utive officers of 3 national or international unions to appoint each 1 delegate who should make up the auditing committee. The auditing committee is still made up in this way; but since 1894 the 3 national unions have been chosen by the president. The auditing committee acts also as a committee on credentials.

Special assessments and appropriations in aid of particular individuals and asso ciations are discussed below, under "Strikes" (pp. 46–48).

A table of annual receipts and expenditures in the aggregate is given on page 26.

Strikes.—The Federation does not undertake to control its affiliated organizations in the inauguration or the conduct of strikes. It is provided that no central labor union or other central body of delegates shall have authority to order any organi zation affiliated with it to strike without the approval of the national organization of the trade, provided such a national organization exists.

While the Federation has always considered it the right and the duty of work ing men to enforce their demands by strikes, its official action has been moderate and conservative. It approves the principle of the sympathetic strike so far as the sympathetic strike seems likely to produce an effective pressure upon the employers and not to react too severely upon the working men themselves. The notion of a general sympathetic strike, however, has received no support from it. When the great railroad strike of 1894 was in its later and more hopeless stages the supporters of it tried hard to extend it far beyond the railroad world, in the desperate hope that widespread public inconvenience would produce a pressure upon the employing companies which might lead them to make terms with the strikers. The executive council of the American Federation of Labor met at Chi cago. Mr. Debs, president of the American Railway Union, appeared before it. There was a long discussion, extending far into the night; but the council ulti mately issued a statement declaring that it would be unwise and disastrous to the

[1] See p. 28 for other similar instances. It should be added that the recent payments of the Mine Workers seem to cover the full number of their members in good standing.

interests of labor to extend the strike further, and asking the unionists who had already gone out in sympathetic strike to return to work.

At first the Federation had no power to grant money in aid of strikes, but the constitution of 1887 gave the executive council the right to call on the unions for voluntary contributions in aid of strikes which it approved.

The convention of 1889 was the first which gave authority for assessments in support of strikes. This convention directed the executive council to levy a strike assessment of 2 cents a member on all affiliated national and international bodies on January 1, 1890, and authorized it to make an assessment of 2 cents a member a week on the same bodies in aid of any affiliated national or international organization which might have to call on the Federation for help in a strike or lockout, "by reason of financial distress." Such an assessment could not be continued more than 5 weeks unless by vote of the national and international unions. Any body which failed to pay an assessment within 30 days was to be suspended until payment was made in full; but any organization whose delegates to the convention of 1889 had been instructed to oppose the levying of an assessment was not to be liable to suspension until the matter had been acted on in its next convention. In 1892 local unions were made subject to the assessment and eligible for aid from the strike fund.

The convention of 1898 abolished the assessment law and provided for a defense fund to which affiliated organizations were at liberty to contribute or not, with the understanding that only those which should have contributed for at least a year should be entitled to assistance. The contribution proposed was 5 cents a member a month. The plan was a failure; the unions did not respond. The next convention adopted the present law. The executive council now has power to levy an assessment of 1 cent per member per week on all affiliated unions, for not more than 10 weeks in any one year, in support of any affiliated organization engaged in a protracted strike or lockout. Any union which fails to pay such a levy within 60 days must be deprived of representation in the convention of the Federation and in city central bodies affiliated with it.

The power to assess has been used by the council very sparingly. In 1890 there was an assessment in aid of the Carpenters' general movement for the 8-hour day. The proceeds were nearly $12,500; the rate was probably 4 or 6 cents a member. No other has been levied by the council, except one of 2 cents a member in 1900 in aid of the Cigar Makers, and one of 5 cents a member, in June, 1901, in aid of the Machinists' strike for 9 hours. The former yielded over $10,000; the latter had just been levied when this report went to press.

Considerable sums have, however, been disbursed by the Federation to striking organizations, either as loans or as gifts. The executive council named December 13, 1892, as "Homestead Day," and invited the laboring people of the country to contribute a part of their earnings on that day to the proper defense of the workers at Homestead who were "indicted and imprisoned for the assertion of their manhood rights and noble resistance to the onslaught of organized capital." The convention of 1892 gave $1,000 for this defense, and the total amount of the subscriptions from unions and individuals was over $7,000. The convention voted an additional $500 to help men who struck work to aid the iron and steel workers. It also gave $500 to the Coeur d'Alene coal miners and $500 to the Tennessee miners.[1]

During 1892 the executive council made loans in aid of strikes to several affiliated organizations—$1,500 to the Furniture Workers, $500 to the Tanners, $500 to the Furriers, $500 to the Quarrymen, $500 to the German-American Typographia, and $2,500 to the Brotherhood of Carpenters. The Carpenters repaid their loan in 60 days. The Furniture Workers, the Quarrymen, and the Tanners appealed to the convention to have their loans made gifts. The matter was referred to the executive council. President Gompers recommended in his report that the making of loans to organizations on strike be adopted as a regular policy, and that the Federation accumulate a large fund for the purpose. The recommendation was not approved by the convention.[2]

The executive council determined, after the question of changing its loans to gifts was thrown back upon it, to give $200 each to the Furniture Workers and the Tanners, and to ask for payment of the remainder of the loans. At the time of the convention of 1893 there were still outstanding loans as follows: Tanners and Curriers, $500; Furriers, $500; Furniture Workers, $500; besides $2,000 lent during 1893 to the United Garment Workers.[3] The fate of these loans was not specifically mentioned in the reports to the convention of 1894, but the financial statement of the secretary did not indicate that any of them had been repaid.

[1] Convention Proceedings, 1892, pp. 21, 22.
[2] Convention Proceedings, 1892, pp. 14, 18, 25, 28, 29.
[3] Convention Proceedings, 1893, p. 21.

central body for investigation, and every effort at amicable adjustment has been exhausted.

"*Resolved*, That no boycott shall be indorsed by the executive council of the American Federation of Labor unless the same has been requested by the national or international union directly interested, where such a one exists, or, otherwise, by a central labor union, or by a union chartered direct by the American Federation of Labor where there is no central body, and then only after full investigation, notification to every organization, local or national, affected, and the exhaustion of every effort at amicable settlement.

"*Resolved*, That no boycott inaugurated otherwise than in accordance with these provisions shall be recognized by the executive council or the convention of the American Federation of Labor.

"*Resolved*, That no resolution or motion the intent or effect of which is to declare unfair or to boycott, directly or indirectly, any person, firm, or corporation shall be in order at any convention of the American Federation of Labor except the matter has been investigated and reported upon by the executive council."[1]

The council has always made an independent investigation of the reasons for every boycott that it has had occasion to pass on, and an independent attempt to settle the dispute. Its regular procedure is to refer the matter to the president, with authority to act. The president writes to the firm complained of, states the alleged grievance, mentions the action which the Federation is desired to take, and asks if an understanding can not be reached. President Gompers said, in 1897, that fully one-third of the cases presented were settled amicably in this way, through the intervention of the Federation, without boycotts. It is only when he is convinced that a firm will not make concessions which, from his point of view, seem fair, that the boycott is applied.

The convention of 1899 adopted the following resolutions:

"*Resolved*, That all the names of the 'We don't patronize' list of the American Federation of Labor be dropped.

"*Resolved*, That this shall not debar an organization from renewing the application, and that an effort at adjustment be made before the concern can again be placed on the unfair list.

"*Resolved*, That national or international organizations are strongly advised to have no more than one concern upon the unfair list at the same time."[2]

The executive council in its report the next year gave high praise to the wisdom of this course. When the affiliated organizations had made applications for the replacement of firms upon the unfair list, the usual course of communicating with the firms had been followed, and by this means a large number of adjustments had been effected.[3]

Union labels.—The convention of 1899 adopted the following resolution:

"*Resolved*, That any product represented to be union made shall not be considered union unless it bears the label of the craft producing such commodity."

Up to December, 1900, 37 labels and 3 cards had been indorsed by the American Federation of Labor. The labels are as follows: Cigar Makers, Printers, Boot and Shoe Workers, Hatters, Wood Workers, Garment Workers, Tobacco Workers, Tailors, Molders, Horse Nail Makers, Salmon Fishermen, Bakers, Coopers, Tanners and Curriers, Teamsters, Leather Workers, Brewery Workers, Mattress Makers, Broom Makers, Carriage and Wagon Makers, Brick Makers, Bicycle Workers, Bottle Blowers, Brush Makers, Metal Polishers, Machinists, Horse Shoers, Piano Makers, Can Makers, Engravers, Ladies' Garment Workers, Musicians, Upholsterers; Wood, Wire, and Metal Lathers; Stove Mounters, Trunk Makers, Flint Glass Workers. The Clerks, Barbers, and Waiters have cards. To help in bringing the various labels to public notice, the Federation has furnished cuts of them to many labor papers, which have published them without charge. The Federation has also encouraged the organization of union-label leagues as auxiliaries to the local central bodies.[4]

In the convention of 1900 a proposition was introduced that in future no delegate should be allowed a seat in a convention unless all his wearing apparel bore the union labels of the appropriate crafts. The convention rejected the proposition as impracticable, but declared that the principle is sound and ought to be regarded not only by delegates of American Federation of Labor conventions, but by all organized wage workers.[4]

Since 1889 the Federation has had a label of its own. It is of small importance, however, compared with the labels of many of the unions. It is used only by locals attached directly to the Federation. The use of it is reported to be considerable, however, and to be increasing.

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[1] Convention Proceedings, 1900, p. 74.
[2] Convention Proceedings, 1899, p. 162.
[3] Convention Proceedings, 1898, p. 13.
[4] Convention Proceedings, 1900, p. 113.

For several years there has been talk of a universal label, to take the place of all the labels of the trades. The convention of 1898, and again that of 1899, directed the executive council to consider the feasibility of the plan and to confer with the unions which have labels of their own. The council has taken legal advice as to the possibility of protecting a universal label issued by the Federation. It seems not entirely clear that such a label could be protected. There seems to be a possibility of trouble from the federal character of the organization.

Journal.—When the new constitution was adopted, in 1886, it was made one of the duties of the president to publish a monthly journal. A journal called the Union Advocate was accordingly issued for a few months, beginning in June, 1887. The provision for it was abolished, however, by the convention of 1887, and the president was directed to "publish a small quarterly circular."

The convention of 1898 authorized the President to issue a monthly magazine for the discussion of labor and its interests in all its phases. Under this authority the Federationist was established in January, 1894. It is a monthly magazine containing from 32 to 40 pages of reading matter. It prints every month a detailed statement of the receipts and expenditures of the Federation, many pages of condensed reports from national union officers and from organizers in the field, editorial comment, and contributed articles on matters of interest to labor. It also prints the Federation's "We don't patronize" list, or list of boycotted firms.

In the convention of 1897 a resolution was introduced providing that the Federationist should not receive any advertisement from any person, firm, or corporation which did not employ union labor in all branches of its establishment. President Gompers declared that if such a rule were adopted for all labor publications it would put every labor paper out of existence. The resolution was defeated.[1]

CHAPTER IV.

LABOR ORGANIZATIONS IN THE TEXTILE, CLOTHING, AND ALLIED TRADES.

BOOT AND SHOE WORKERS' UNION.

History.—The first great organization of the boot and shoe workers was the Knights of St. Crispin, formed in 1867. It reached the zenith of its power in 1869. It had a monthly journal and various cooperative stores, and it won a large number of strikes. In its best estate it had between 40,000 and 50,000 members. It took part in the political discussions of the seventies, and dissensions over political questions doubtless contributed to its downfall. By 1874 its power had departed, although lodges of it continued to exist a dozen years longer.

The Lasters' Protective Union was formed at Lynn in 1879. This organization maintained a continuous existence till it joined the Boot and Shoe Workers' Union, in 1895, although many members of it were Knights of Labor during the flourishing period of the Knights.

The shoe workers were among the first to join the Knights of Labor, and they always furnished the principal strength of the order in New England. Up to 1884 the Knights had comparatively few other members in that region, and even in their most flourishing period, about 1886, nearly half of the New England Knights were said to be shoe workers. In 1889, after the power and prestige of the Knights had greatly decayed, the Boot and Shoe Workers' Union was formed and affiliated with the American Federation of Labor. In 1895 the Lasters' Protective Union was amalgamated with it. At this time the constitution was remodeled and a substantially new organization was created. There was a strenuous contest between the advocates of high dues and benefits and the advocates of low dues. The low dues won. The payments were fixed at 10 cents a week. No benefits were provided for. It is said by Mr. George E. McNeil, in an article published in the official journal of the union for June, 1900, that the old organizations which amalgamated contained approximately 12,000 members, but that it was about a year before the new organization had that number; that in 1896 the membership approached 14,000, and that the membership declined in 1896 and 1897, in conse-

[1] Convention Proceedings, 1897, pp. 29, 95, 97.

quence of large and unfortunate strikes, until only about 4,000 members in good standing remained. These figures are apparently inconsistent with those given in the secretary's report for 1899. The secretary says that on May 31, 1896, the membership was 12,153; on May 31, 1897, 12,229; on May 31, 1898, 9,727; on May 31, 1899, 8,766.

The president and the general secretary believed that a radical change was needed in the constitution and financial methods of the organization. They prepared a draft of an entirely new constitution, with high dues and benefits, and presented it ready-made to the convention of 1899. A few members protested against the consideration of it, because it had not been submitted beforehand to the locals, as the old constitution required. The president ruled, however, that consideration of it was in order under the clause which permitted amendments to be considered by the convention without previous submission to the locals in cases of emergency. The president was sustained by the convention, and the new constitution was adopted substantially in the form in which the general officers had prepared it.

General aims.—The preamble to the new constitution is in part as follows:

"For the protracted periods of idleness on the one hand and the prolonged hours of labor on the other, for low wages or no wages, for conditions and methods of work that are essentially destructive of morality, of health, of happiness and life, we are clearly indebted to the competitive wage system.

"We therefore declare for the ultimate abolition of the competitive wage system and the substitution therefor of the collective ownership by the people of all means of production, distribution, transportation, communication, and exchange.

"Organization being necessary as the first step toward the amelioration and final emancipation of labor, and realizing the necessity of weapons both offensive and defensive, socially, economically, and politically, we call upon all shoe workers to unite with us for the following immediate purposes:

"To thoroughly organize our craft; to regulate wages and conditions of employment; to establish uniform wages for the same class of work regardless of sex; to control apprentices; to reduce the hours of labor; to abolish convict and contract labor; to abolish child labor, prohibiting the employment of children under the age of 16; to promote the use of our 'union stamp' as the sole and only guaranty of 'union-made' footwear; to support the union labels of all other bona fide trade unions, and to assist them in every other way to the full extent of our power."

The president, in his address to the convention of 1899, said: "The final mission of the working class is through their organization to educate the workers to the point that they will use their ballot for the total abolition of the competitive system, and in its place, through the working class political machinery, establish democracy."[1]

Conventions and constitutional amendments.—The constitution provides that a convention be held on the third Monday in June, provided a majority of the locals have voted in the preceding January in favor of holding one. Each local is entitled to one delegate and to an additional delegate for each 200 members or major part thereof.

Conventions have authority to amend the constitution. The constitution may also be amended by a referendum vote on the proposition of any local, seconded by one-third of the whole number of locals. A two-thirds majority of the members voting is necessary to carry an amendment, and the vote is of no effect unless 10 per cent of all the members take part in it.

Officers.—The officers are a president, a vice-president, a secretary-treasurer, and an executive board. The executive board consists of the three officers already named and seven other members, of whom not more than two may be from the same State. Vacancies are filled by the president, with the approval of the local to which the member nominated belongs, and subject to confirmation by the executive board. The executive board has general control of the organization, decides appeals from the decision of the general president, and has power to levy assessments.

The president decides constitutional questions, subject to appeal to the executive board. He is ex officio a member of all committees and boards, local and general. He is the custodian and manager of the union stamp. His salary is $22.50 a week.

The secretary-treasurer is also ex officio a member of all committees and boards, local and general. He is editor and manager of the journal. He has power to hire such clerical assistance as he thinks necessary. His bond is $5,000 and his salary $22.50 a week.

[1] Convention Proceedings, 1899, p. 5.

The officers are elected annually by popular vote. A majority of all votes cast is necessary to elect. The constitution provides elaborate rules for nomination by the several locals, for the furnishing of official ballots by the secretary-treasurer, and for the casting and counting of the votes. If no candidate receives a majority of the votes cast for any office, the secretary-treasurer is to issue a second ballot, which is to contain only the names of the two candidates for the office who have received the highest votes.

Local unions.—Any seven or more bona fide shoe workers, regularly organized by an organizer authorized by the president, may receive a local charter. There is no charter fee. A local may be either mixed, containing workers in various branches of the shoe trade, or it may contain only workers in a particular craft. Only one charter for one branch of the trade can be issued in any one city. The only passport to meetings of local unions and councils is a due book showing that the member is in good standing. All necessary printed supplies are furnished to locals by the general secretary-treasurer without charge. If the charter of any local is revoked or surrendered the constitution provides that all its money and property is the property of the general union, and must be surrendered to the general president.

Joint councils.—In any town or city where two or more local unions exist they may establish a joint council. Joint councils may also be formed by local unions in adjoining cities or towns, or, local unions of the same branch of the trade in different sections. The rules of joint councils must be approved by the general executive board.

Membership.—Any boot or shoe worker, male or female, over 16 years of age and actively employed at the craft, is eligible. Each applicant for membership must sign an application, and the application must be filed at the general headquarters. Admission is by majority vote of the members of the local union. If an applicant is rejected, he may appeal to the general executive board; and if the board considers that the rejection was without sufficient cause, it may accept the applicant as a member at large. Members of a local union whose charter is given up, and members who are at work where there is no local union, may also maintain their standing as members at large. Members at large are subject to the same dues and assessments and have the same benefits as if they were members of a local union. They are regarded as collectively constituting a local union.

Discipline.—Charges against any member must be brought in writing, and the accused is entitled to have full opportunity for defense, and, upon written application, to receive a copy of the charges. Appeals may be made from the local union to the general executive board. The sanction of the executive board is necessary to expulsion.

Finances.—The initiation fee is uniformly $1 and the dues are uniformly 25 cents a week. The framers of the new constitution which fixed these dues in 1899, remembering the earlier experience with an organization which had started with dues of 25 cents a week and had presently reduced them to 10 cents, to its weakening and destruction, inserted the following provision: "It shall forever be unconstitutional to seek to reduce the amount of dues as provided in this section." Two-thirds of all receipts from initiation fees, dues, and national fines go to the general organization. One-third of such payments and the whole of any local assessments and local fines which may be levied belong to the local unions. The weekly dues and all assessments are receipted for by adhesive stamps, which are affixed to due books of the members. Any member who is in debt for dues or for any assessment or fine for more than 13 weeks is suspended, and in order to be reinstated must pay a reinstatement fee of $1. He is not entitled to sick or death benefits until he shall have been again in good standing for 6 months continuously.

The Union Boot and Shoe Worker for March, 1900, declares that under the old system of 10-cent weekly dues it was almost impossible to induce the members to pay up; but that under the new policy of comparatively high dues and liberal benefits more than 95 per cent of the members were, at the time of writing, in good standing.

One-third of all money received by the general secretary-treasurer is to go to the sick and death benefit fund until that fund amounts to $1 for each member entitled to benefit. Thereafter so much is to be transferred to this fund from the general funds on the first of each month as shall replenish it to $1 for each beneficiary member. After the necessary amount has been placed to the credit of the sick and death benefit fund the remainder of the receipts is to be divided equally between the strike fund and the general-expense fund. The general executive board has power to levy assessments at its discretion, and it is specially empowered to raise the strike fund by a series of assessments to $5 per capita.

The total receipts and expenditures of the general office for successive fiscal years ending May 31, were as follows:

Year.	Receipts.	Expenditures.
1896	$12,272	$10,578
1897	17,446	17,558
1898	8,352	9,308
1899	5,878	6,151

Benefits.—The sick benefit is $3 a week. It is not paid for sickness or disability that is caused by intemperance, debauchery, or other immoral conduct, or which results from military service, or which occurs outside of the United States and Canada. It is not paid for the first 7 days of sickness. No member can receive more than 13 weeks' benefit during one fiscal year.

A death benefit of $50 is paid on the death of a member who has been 6 months continuously in good standing. After 2 years of continuous good standing the benefit is $100. Each member may designate a person to whom his death benefit shall be paid. If no designation is made the local union decides.

Members who have any chronic disease, or who were over 60 years of age when initiated, are entitled only to half benefit for either sickness or death.

The constitution recommends that the locals provide out-of-work benefits, "to the end that from the experience so gained a national plan for relief of unemployed members may be developed."

Strikes.—The Union Boot and Shoe Worker, in advocating arbitration and deprecating strikes, says: "In arriving at a decision as to permitting a strike, it should always be remembered that a strike is a dead loss to employer, to employee, and to the community. * * * Members should not contemplate or undertake a strike unless satisfied, first, that the cause is absolutely just, and, second, that the chances are in favor of success."[1]

Discussing the wisdom of sympathetic strikes, the Union Boot and Shoe Worker for June, 1900, says: "Ten per cent of the earnings of 10,000 who are employed will pay standard wages to 1,000 strikers; but if the 10,000 quit work, it then requires 10 per cent of the earnings of 100,000. Our advice to those who contemplate joining in a sympathetic strike is to consider the matter carefully and determine whether they can assist the strike more by contributing even one-half of their wages than they can by rendering themselves idle altogether."

The constitution says: "We recognize strikes as dangerous and costly, and believe they should not be inaugurated except as a weapon of last resort, after every resource and expedient has been exhausted in an attempt to adjust disputes without strikes." In order to make strikes less frequent and more effective, the union declares that it will not give financial support to any strikes but those which have been sanctioned by the general executive board before being ordered. Local unions may strike upon their own responsibility, but can not in such case receive aid from the general body. The general executive board may declare any strike off at its discretion, upon petition of 10 members in good standing. It can not order one; that can only be done by the local union.

The action of a local union upon a proposed strike must be by secret ballot of the members. It is forbidden to order a strike in any union-stamp factory without concerted action of all the local unions involved and the approval of the executive board.

No financial aid is to be given for the first 7 days of a strike. At the end of the second 7 days the local executive board is to send to the general office a list of the names of all persons on strike, and of the names and registered numbers of the members involved. The general secretary-treasurer is then to "forward to the local treasurer such percentage of the total strike fund as the members in good standing who are on strike is of the total membership of the general union in good standing. At the end of the third 7 days another statement shall be forwarded and percentage allotted, and so on each 7 days until the strike has been won or declared off." The amount received each week is to be divided equally among the members in good standing, and each member's dues are to be deducted from his share. It will be seen that this rule effectively prevents the exhaustion of the strike fund. It would be impossible to pay out the whole fund unless all the members were simultaneously on strike. At the same time, by making the payment to each member depend upon the aggregate amount of the strike fund, it

[1] Union Boot and Shoe Worker, September, 1900, pp. 5, 6.

offers the possibility of excessively large strike benefit if a large fund has been allowed to accumulate, and makes the benefit exceedingly small when the fund happens to be small. If the fund were brought up to $5 per capita, the amount to which the executive board has authority to raise it by assessments, the strike benefit would then be $5 a week.

A local union is to be cut off from support if its officers fail to make the weekly report required by the constitution, or if the secretary-treasurer becomes satisfied that the assistance has been expended illegally. It is specially provided that the money of the organization shall be used only to relieve the wants of members in good standing. There does not seem, however, to be anything to prevent the taking in of nonunionists after a strike is declared, and the paying of benefits to them after they join.

The boot and shoe workers strictly limit the notion of a lockout. The constitution provides that neither a reduction of wages nor an "ironclad" notice shall constitute a lockout. By an ironclad notice is apparently understood a notification that members must abandon the union.

No local union is permitted under any circumstances to declare a boycott.

The union reported to the Federation of Labor in the fall of 1900 that it had won three strikes, compromised one, and lost one during the preceding year. Three hundred and eighty persons were involved, of whom 330 were benefited. The Union Boot and Shoe Worker for October, 1900, said that there was not then a single strike in the shoe trade under the jurisdiction of the union, and that this was the first time in the history of the organization when a month had gone by without a strike.[1]

A member victimized or blacklisted for activity in the union may receive temporary assistance from the executive board.

Journal.—The official journal, known as the Union Boot and Shoe Worker, is published monthly. The subscription price is 50 cents a year, but members in good standing receive the journal without charge. The cost is charged to the general fund.

Union label.—The union stamp of the boot and shoe workers was adopted in April, 1895. It was originally meant to be used only on the bottom of the shoe, but experience showed that some people would refuse to buy a shoe which bore it.[2] This led to using it on the insole or lining. It is impressed on the sole or insole with a steel stamp, or printed on the lining with a rubber stamp.

From 1895 to 1899 the progress of the stamp was slow, because, the secretary says, the union was "one of the cheap-dues species." Yet 50 stamps were issued during those years to 50 factories and individuals. In September, 1899, the system of high dues and benefits was inaugurated. About January 1, 1900, the revenue became sufficient to permit money to be spent in advertising the union stamp. From that time, it is asserted, the demand for stamped shoes and the readiness of manufacturers to use the stamp increased rapidly. The Union Boot and Shoe Worker for April, 1900, in offering evidence of the value of the union label and of the union-label agitation which the union was carrying on, said that the secretary had within a short time received three unsolicited applications from manufacturers for permission to use the label. Six new factories were unionized in June, 1900, and 7 in July. The total number of union stamps issued up to August, 1900, was 78.[3]

The form of the contract usually made with manufacturers who use the stamp is given on p. 409.

The Union Boot and Shoe Worker, in discussing the question of the terms on which the union stamp and label ought to be granted to manufacturers, says that it has lately heard of one instance in which the stamp was refused by the local union, except on condition of an increase of wages, which would increase the labor cost of the shoe. The editor considers this bad policy. A little advance in wages here and there is of slight importance, because it can not be made permanent unless the movement is general. The true policy of a labor organization, in his judgment, is to get control of the trade. The label ought to be used simply to forward this purpose. When control has been got, the general movement for higher wages may be made.[4]

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[1] Union Boot and Shoe Worker, October, 1900, p. 17.

[2] The editor of the Locomotive Firemen's Magazine declared in 1899 that he had been told by a Peoria shoe dealer that the union label on a shoe injured its sale; that antiunion patrons objected to it, and union men did not inquire for it. Peoria, said the editor, is above the average as a union town. Then what must be the conditions elsewhere? (Locomotive Firemen's Magazine, December, 1899, p. 625.)

[3] American Federationist, September, 1900, p. 293. Union Boot and Shoe Worker, April, 1900, p. 39.

[4] Union Boot and Shoe Worker, October, 1900, pp. 5–7.

The boot and shoe workers have complained that attempts have been made to diminish the value of their union label by the issue of other labels, countenanced by small independent unions of lasters and other shoe workers. By the request of the union, the American Federation of Labor convention of 1900 passed a resolution reiterating its indorsement of the Boot and Shoe Workers' Union stamp, and promising to assist in driving out of the market any goods which bear another device in place of it.

The convention of 1896 enacted that any member who should buy goods of any kind without the union label, when union-label goods could be got, should be fined $2. The convention of 1897 reaffirmed the law,[1] and it is reenacted in the new constitution of 1899.

THE UNITED HATTERS OF NORTH AMERICA.

History.—The union known as the United Hatters of North America was organized in 1896. It was formed by the amalgamation of the Hat Finishers' National Association, organized in 1854, and the Hat Makers' National Union. In August, 1900, the secretary reported the number of locals as 23 and the number of members as about 6,000. In June, 1901, 8,127 members were reported.

Convention.—The convention meets once in 3 years. Locals are entitled to one representative for the first 200 members, and to one additional representative for each additional 200 or majority fraction thereof. The expenses of the delegates are borne by the general treasury. Each delegate receives $5 a day and railroad fare. On all questions, except the election of officers, each local casts one vote in the convention for each 10 members or majority fraction thereof. The vote of each local is divided evenly among its delegates.

Constitutional amendments.—The constitution may be amended either by a majority vote in the convention or by a two-thirds majority on referendum.

Officers.—The officers are a president, a vice-president, a secretary, and a treasurer, constituting together the executive board. There is also a board of 10 directors. All these officers are elected by the convention. The president, the vice-president, and the treasurer receive $5 a day and expenses when engaged on union business. The secretary receives $1,200 a year. The secretary is to collect all money and pay it over to the treasurer, to keep the statistical records and financial accounts of the association, and to issue a semiannual financial report, together with a full copy of the report of each local. The secretary and the treasurer must be bonded by a security company at the expense of the association.

The executive board has power to remove local officers for failure to perform their duties. It also has power to appoint and remove local secretaries in places where less than 10 journeymen are employed, who are not connected with an organized local.

The board of directors has power to determine appeals from the decisions of locals, and to remove general officers for cause. It has power to fix the terms on which persons who have committed offenses against the association may be admitted or readmitted to membership. "Any person not a member of this association, in sending his case to the board of directors, shall deposit $25 with the national secretary before any action is taken. If no card is granted, or if no fine or initiation fee is imposed, or the terms are not accepted by the applicant, $20 shall be returned to him."

Central labor unions.—The constitution instructs all locals to join the central labor organizations in their localities, and provides that half of the per capita tax levied by such central bodies shall be paid from the general treasury.

Membership.—The constitution recites in great detail the operations involved in making and finishing hats, as these terms are technically understood, and says that in union shops these operations must be performed exclusively by members of the union or by registered apprentices.

When a local association gives cards to a shop crew of "foul men" (that is, non-union men) the secretary must transmit a list of their names to all the other locals, and any other local which has a claim against any one of them may levy a fine upon him. The fine must be collected by the local which has received him, and transmitted to the local which levies it.

"All men coming from Germany, France, Denmark, Norway, Sweden, Great Britain, and Ireland, or other foreign countries, must bring a book or traveling

[1] American Federationist, vol. 4, p. 168.

ard or other voucher from a hatters' association in their respective countries, ating that they are hatters, or else they will not be recognized nor admitted to membership in the association."

Apprentices.—Union shops are allowed 1 apprentice for 10 men or less, 2 for 20 en. 3 for 30 men, and 1 additional apprentice for each additional 20 men. The verage number of men employed during the year is the basis of reckoning. pprentices may work by the week on such terms as may be agreed upon by the cal association and the employer. They may not work by the piece for less than ourneyman. The apprenticeship lasts 3 years and continues in all cases until apprentice is 21 years old. The secretary declares that these rules are fully nforced.

Traveling and withdrawal cards.—Traveling cards are issued by the general office hrough the local secretaries. Any member who holds a traveling card over 30 ays must pay 25 cents for each month the card is held, the money to go to the ational treasury. If a member is in debt to his local for fines or for borrowed oney when he asks for a traveling card, the indebtedness is to be indicated on the ard, and the local with which the card is deposited must collect the indebtedness nd remit it to the local to which it is due. The collecting local retains 10 per cent, alf of which goes to the steward.

A member who wishes to leave the trade may receive a withdrawal card on paying all fines, assessments, and other indebtedness. This card entitles the holder to readmission to the association at any time.

Finances.—The per capita tax is 1 per cent of the wages of the members. One-alf of this amount is placed in a separate fund, known as a reserve fund, and nay not be used for any purpose but the support of strikes and lockouts and the placing of men on the road to agitate for the union label. A member holding a raveling card and not at work pays 25 cents a month.

The local officers appoint a steward in each shop, whose duty it is to collect the assessment before noon on Monday of each week and turn it over to the local secretary before Wednesday. The local secretary must immediately forward the amount to the national secretary and notify the national treasurer of the amount sent. The steward retains 10 per cent of his collections for his services, and the l al secretary retains 10 per cent of the amount which he receives. If the steward fails to collect the assessment within the specified time, he is to be fined $5. If he fails to make his payment within the specified time, the local secretary is to suspend him from the union and notify the local officers to elect another steward. If the steward retains any part of the assessment, or absconds, he is to be expelled. It is also provided, however, that whenever any local officer or steward has defaulted the association may place the amount of the defalcation and any additional penalty upon his card when he leaves the district; and upon his going to work in another place, the local there must collect 10 per cent of his earnings and remit it to the local to which the money is due until the debt is canceled.

Nearly all the local unions levy their local dues in the form of a percentage of earnings.

Death benefits.—Death benefits are usually paid by the locals. One who holds a traveling card is not regarded as a member of any local, and if he dies under such circumstances, the expenses of his burial, not exceeding $100, are to be paid by the national association, provided he is not three months in arrears at the time of his death. A member three months in arrears is not entitled to benefit until one month after the arrears are paid.

Strikes and arbitration.—The constitution provides for the settlement of disputes with employers by arbitration committees, on which each side shall be equally represented, with the assistance of a disinterested umpire if his services are necessary. It is declared that a dispute must be settled within ten days, and that if it relates to prices, whether the question is one of reduction or one of increase, the members must remain at work at the old prices until a settlement is reached. No employer "who receives work from or weighs out work to the employer who has the dispute, and no journeyman working in the shop where the dispute occurs, shall serve on the committee."

Arbitration is constantly used for the settlement of disagreements, and the results of it are described as excellent. The hatters agree with their employers upon written bills of prices, usually for six months, but sometimes for longer periods. The secretary says: "A fine of $10 is imposed on any man who shall go on strike or quit his work pending arbitration. The general executive board alone have the right to order men on strike or to quit their work. We believe that a shop trouble can be settled much easier if the men remain at work and the shop committee (two or three) investigate the matter. The employer is in better temper than if his

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Traveling and withdrawal cards.—Traveling cards are issued by the general office through the local secretaries. Any member who holds a traveling card over 30 days must pay 25 cents for each month the card is held, the money to go to the national treasury. If a member is in debt to his local for fines or for borrowed money when he asks for a traveling card, the indebtedness is to be indicated on the card, and the local with which the card is deposited must collect the indebtedness and remit it to the local to which it is due. The collecting local retains 10 per cent, half of which goes to the steward.

A member who wishes to leave the trade may receive a withdrawal card on paying all fines, assessments, and other indebtedness. This card entitles the holder to readmission to the association at any time.

Finances.—The per capita tax is 1 per cent of the wages of the members. One-half of this amount is placed in a separate fund, known as a reserve fund, and may not be used for any purpose but the support of strikes and lockouts and the placing of men on the road to agitate for the union label. A member holding a traveling card and not at work pays 25 cents a month.

The local officers appoint a steward in each shop, whose duty it is to collect the assessment before noon on Monday of each week and turn it over to the local secretary before Wednesday. The local secretary must immediately forward the amount to the national secretary and notify the national treasurer of the amount sent. The steward retains 10 per cent of his collections for his services, and the local secretary retains 10 per cent of the amount which he receives. If the steward fails to collect the assessment within the specified time, he is to be fined $5. If he fails to make his payment within the specified time, the local secretary is to suspend him from the union and notify the local officers to elect another steward. If the steward retains any part of the assessment, or absconds, he is to be expelled. It is also provided, however, that whenever any local officer or steward has defaulted the association may place the amount of the defalcation and any additional penalty upon his card when he leaves the district; and upon his going to work in another place, the local there must collect 10 per cent of his earnings and remit it to the local to which the money is due until the debt is canceled.

Nearly all the local unions levy their local dues in the form of a percentage of earnings.

Death benefits.—Death benefits are usually paid by the locals. One who holds a traveling card is not regarded as a member of any local, and if he dies under such circumstances, the expenses of his burial, not exceeding $100, are to be paid by the national association, provided he is not three months in arrears at the time of his death. A member three months in arrears is not entitled to benefit until one month after the arrears are paid.

Strikes and arbitration.—The constitution provides for the settlement of disputes with employers by arbitration committees, on which each side shall be equally represented, with the assistance of a disinterested umpire if his services are necessary. It is declared that a dispute must be settled within ten days, and that if it relates to prices, whether the question is one of reduction or one of increase, the members must remain at work at the old prices until a settlement is reached. No employer "who receives work from or weighs out work to the employer who has the dispute, and no journeyman working in the shop where the dispute occurs, shall serve on the committee."

Arbitration is constantly used for the settlement of disagreements, and the results of it are described as excellent. The hatters agree with their employers upon written bills of prices, usually for six months, but sometimes for longer periods. The secretary says: "A fine of $10 is imposed on any man who shall go on strike or quit his work pending arbitration. The general executive board alone have the right to order men on strike or to quit their work. We believe that a shop trouble can be settled much easier if the men remain at work and the shop committee (two or three) investigate the matter. The employer is in better temper than if his

on motion of 5 locals, no 2 of which are in the same State or province. A spec convention is composed of the delegates who attended the last regular conventi No person who is not a member of the union can be admitted during the ses of the convention, except upon suspension of business.

Constitutional amendments.—The constitution may be amended either by major vote of the convention, confirmed by a majority vote of the general membersh or by a two-thirds vote of the general membership on a proposition offered by a local and seconded by 5 other locals. Every question which the executive boa considers of general importance must be submitted to popular vote, and a tw thirds majority is required. The vote of a local must be received at the gene office within 30 days after it is called for, or it will not be counted.

The constitution provides that the affiliation of the United Garment Worke with the American Federation of Labor may be revoked by a two-thirds vote the whole membership. The same vote is required to remove the headquarte of the union from New York. It is provided that the United Garment Worke shall not be dissolved while there are 3 dissenting local unions.

Officers.—The officers are a president, a secretary, a treasurer, an auditor, 3 tru tees, and 3 other members, who, with these 7, constitute the executive board. A least 5 of the 10 members of the board must be chosen from New York, Brookly Jersey City, Hoboken, Newark, and Newburg. No member is eligible to electio as a general officer unless he has been a year in good standing. Officers are electe by the convention, and a majority vote is required. If a majority is not obtaine the candidate who has the lowest number of votes is dropped and a new ball is taken.

The president is the chief organizer, and is expected to adjust differences betwee employers and employees and between local unions. He is subject to the directio of the executive board. Whenever the funds permit, he is to give his whole tim to the union, and is then to be paid $25 a week.

The secretary is to collect all money and to turn it over to the treasurer at th end of each month, after paying all claims approved by the executive board. H is to issue an itemized quarterly financial report, and to send monthly repor blanks to the locals, with instructions for filling them out and returning them He is to keep separate and itemized accounts of postage, telegrams, printing, an office expenses. He gives a bond for $3,000 in some first-class surety company, th cost of which is paid by the union. His salary is $25 a week.

The treasurer is to deposit all money in excess of $200 within 24 hours afte receiving it. He furnishes a bond for $3,000 in a surety company, at the expens of the union. If the amount in the bank exceeds $3,000, his bond is to be increase accordingly. His salary is $12 a year.

The auditor is to examine the books of the secretary and the treasurer, and also under the direction of the executive board, the books of the locals. He may appoin a subordinate examiner, under the title of financier, to examine the books of the locals in any place. He is to receive the monthly reports of the locals and to issue due stamps and union labels to the general secretary.

The executive board has general supervision of the affairs of the union, power to decide claims, grievances, and appeals, subject to appeal to the next convention, and power to fill all vacancies.

The officers of locals are elected semiannually by ballot, and only a plurality is necessary to a choice. No member is eligible to office who has not been at least 6 months a member in good standing. Among the officers are a recording secretary, a financial secretary, and a treasurer. The financial secretary collects all funds and turns them over to the treasurer.

Local unions.—The constitution says: "Each L. U. should maintain labor bureaus, found libraries, hold lectures, join central labor unions, maintain friendly relations with other labor organizations, and do all in their power to strengthen and promote the labor movement."

The constitution provides that a local union shall not dissolve or withdraw from the general union so long as seven members, at a special meeting called for that purpose, object and are willing to retain the charter. A 3-month notice of withdrawal is required. Of course, in practice, failure to pay the per capita tax would result in the suspension of a local and in its separation from the general body.

District councils.—In large cities, where tailoring is divided into branches, the constitution makes it the duty of the locals to establish a joint executive board to transact business pertaining to the welfare of the whole. It is also provided that when there are three or more locals in any city they shall form a district council, for the transaction of business of common interest, such as organizing, label agitation, and preventing any union from entering on an independent strike.

THE UNITED GARMENT WORKERS OF AMERICA.

History.—The United Garment Workers of America was organized in April, 1891. It may be regarded as the successor of District Assembly 231, of the Knights of Labor, whose members were gradually absorbed by it, though the District Assembly was not dissolved till 1895. The organization includes tailors, cutters, trimmers, and lining cutters. Where the number of workers is considerable the several branches are organized in separate locals.

The clothing trade gives abundant opportunity for rival unions and disputed jurisdiction. The domain of the Garment Workers is perhaps sufficiently distinct from that of the Journeymen Tailors, working on made-to-order clothing, to make it possible for them to live in peace together, though they have not always done so. But there has recently arisen an organization called the Custom Clothing Makers Union to occupy an intermediate territory, which it alleges to be neutral and unoccupied, but which the Garment Workers claim to cover. The position of this organization is referred to below (page 68).

The whole number of locals on the books of the United Garment Workers, as reported by the secretary in October, 1900, was 148. The number of locals in good standing and the number of members on the books at the end of each fiscal year (July 31) is reported by the secretary as follows:

Year.	Number of locals.	Number of members.	Year.	Number of locals.	Number of members.
1891	18	6,000	1896	58	17,000
1892	23	8,500	1897	61	18,500
1893	38	9,400	1898	65	20,000
1894	44	11,000	1899	68	21,000
1895	52	13,000	1900	101	23,000

The secretary referred in his report for 1899 to a change in the policy of the organization, in that it had ceased to organize the workers in the great centers by a single impulse of enthusiasm or of despair. Experience had shown that organizations suddenly formed in this way went down as rapidly as they came up. The wretched tailors would organize and immediately strike. If the strike failed, the organization was broken up. If it succeeded, the organization was at once abandoned. The national officers now hope to bring the workers into the union by slow and steady accretions, unionizing shop after shop, and so assimilating and training the workers as they are gradually introduced. The cutters tend to organize in a more permanent way than the tailors, and constitute the strongest element in the union.

General aims.—The convention of 1899 adopted the following resolution:

"*Resolved*, That we reaffirm the policy of the U. G. W. of A. as declared at previous conventions, namely:

"That our sphere of action be confined strictly to trade matters, believing that by that means alone can unity and directness of purpose be secured, and while other methods may promise much, costly experience has plainly shown that the hope of the wage-earners lies in more compact organization on trade-union lines, by securing concessions from the employers gradually, by improving the standard of living, by obtaining more independence in the shop and a higher standing in society."

Conventions.—The convention of the Garment Workers meets annually on the second Monday in August. Locals are entitled to 1 delegate for the first 100 members, and 1 additional delegate for each additional 300 members or major part thereof. No local can have more than 4 delegates. Representation is based on the average membership on which per capita tax has been paid for the 12 months ending June 30. Each delegate has 1 vote, and no proxies are allowed. To be eligible as a delegate one must have been a member in good standing for at least 6 months, provided the local has existed so long. Delegates are elected at a special meeting not later than June 30, and a plurality vote is sufficient. Alternates are elected at the same time with delegates, and if a delegate is unable to serve the alternate who had the highest vote takes his place. The expenses of the delegates are paid by the locals; the expenses of the general president and secretary, if they are not elected as delegates, by the general fund.

Two-thirds of the members in attendance constitute a quorum. Absence from roll call, unless on account of sickness or convention business, entails a fine of $1.

A special convention may be called by a two-thirds majority on a popular vote,

A local is to be notified when it is 2 months in arrears for per capita taxes, a is to be suspended when the arrearage has run 7 days beyond the end of 3 mont The initiation fee of local unions may not be less than $1 nor more than $5. Loc which have a majority of female members may have an initiation fee as low as cents. Dues may not be less than 25 cents a month, and for local unions of c ters, 50 cents a month; but the latter rule does not apply to Canada.

A member who is 3 months in arrears is to be suspended, and 6 months the after his name is to be dropped from the roll.

The receipts and expenditures of the general office, for successive periods, a reported by the secretary as follows:

Periods.	Receipts	Ex-penses.	Balan
November 17, 1893, to November 18, 1894	$8,382	$8,236	$
November 18, 1894, to November 18, 1895	10,497	9,632	
November 18, 1895, to July 31, 1897	14,062	14,039	
August 1, 1897, to July 31, 1898	6,966	6,565	
August 1, 1898, to July 31, 1899	11,606	10,388	1,
August 1, 1899, to July 31, 1900	20,204	15,761	4,

Benefits.—At the convention of 1898 several locals reported local sick and death be efits, and the convention recommended all to introduce them, with a view to maki them national in the end. Benefits are found to be of help in getting and retaini members. The convention of 1900 enacted that every local chartered thereaft should set aside 12 cents a member a month for a sick-benefit fund.

Strikes.—When a dispute arises with an employer, the executive committee of t local must first try to settle it. If this is impossible, a secret ballot of the me bers is taken, and no strike can be authorized without a two-thirds majority. such a majority appears, the case must be submitted to the executive board. the executive board refuses to sustain the local, the local may appeal to the pop lar vote. A two-thirds majority is necessary to overrule the executive board. local which undertakes a strike against a firm which recognizes the union, or strike in which more than 25 persons are involved, without submitting the case t the executive board, is not entitled to assistance.

The strike benefit may be not less than $5 a week. No benefit is paid for th first week. No local can draw strike benefit before it has been 3 months connecte with the union, and has paid 3 months' dues, nor when it is not in good standing No person is entitled to strike benefit unless he was a member of the union befo the day on which the strike was declared. The general executive board can levy a assessment of 5 cents a member a week to support a strike, if necessary.

Any one branch of the trade is prohibited from striking without the sanction o the other branches in the same city, unless in an emergency and by permission o the executive board.

A member victimized for activity in the interest of the union is to be assiste in the discretion of the executive board, but is not to receive more than $10 at on time.

Any person who goes to work for an employer against whom a duly authorize strike is in force is to be fined not more than $25, and can not be reinstated, or, i he is not a member, admitted to the union, until the fine is paid.

The secretary's report to the convention of 1899 spoke of the difficulty of restrain ing locals from reckless strikes. Though he said the executive board had been suc cessful in averting several strikes which threatened to involve many members, h recommended changes in the constitution to give the board a stricter control. Th convention followed his recommendation.

He also recommended that a lecturer be kept upon the road to prosecute boy cotts and to create a greater interest in the label, and declared that money spent i that way would bring far greater returns than money squandered in rash strikes

In his report to the convention of 1900, the secretary called attention to the fac that only $305 had been expended for strikes during the preceding year. He com mented on the way in which the treasury was formerly exhausted "in vainly sup porting hasty and ill-advised strikes." He attributed the improvement in a grea degree to the laws adopted at the previous convention, which enabled the genera executive board to control the situation.

Piecework—Hours of labor.—The constitution declares that it is the policy of the United Garment Workers to substitute week work for piece or task work, and gradually to reduce the hours of labor to 8 per day.

The secretary, in his report to the convention of 1899, congratulated the convention upon the great change which had been effected in the conditions of the overall manufacture. There, he said, all work is done in large shops controlled directly by the firms, and the work day is limited to 8 or 9 hours. The secretary attributed the success of the organization in this branch to the effective use of the union label.

Union label.—The union label appeared in the ready-made clothing trade in 1886, when the Knights of Labor were in control. The present label was adopted by the national union in 1891.

The label may be attached to garments that are cut, trimmed, and made in union shops, under the direction of the union. Overalls and shirts, in order to be entitled to the label, must be made upon the premises of the firm, without the intervention of a contractor; and all such garments must be labeled if the label is used at all.

Of late years the garment workers have been one of the most active unions in union-label agitation. Lithographed cards, showing the label in position on the garment, have been freely distributed. Advertisements have been run in the labor press. The officers in their reports call attention to the work which has been done in the way of advertising the label in print and by agents. They hold that the effectiveness of the label depends upon the possibility of convincing employers that the union is creating a demand for labeled goods. At the convention of 1900 a delegate from Brattleboro, Vt., presented a report in the following terms: "A little less than a year ago the firm, having a demand for union-made garments, presented to the employees the importance of becoming organized. As the result, a meeting was called October 7, 1899, for the purpose of instituting a local union."

It must be confessed that the garment workers' label has not always furnished that guarantee of reasonable wages and hours and sanitary conditions of production which the professions of the union would lead one to hope for. The factory inspectors have found the label in New York sweat shops. The exigencies of union policy, the desire to gain members, and to extend the union control of the trade, have tempted the officers to departures from the path which they had marked out, and which they would doubtless have been glad to follow. It was admitted in 1899 that it was very hard to control the label in New York, Chicago, and Philadelphia, because of the petty contract system and the consequent difficulty of supervising the shops, and because of the failure of the workers themselves to understand the purpose of the label, and their opposition to the regulations designed for their benefit.[1]

It may be hoped, however, that conditions are improving, and that the label is coming to mean more of what it professes to mean. The convention of 1899 enacted that no firm should be permitted to use the union label which had any work done outside in nonunion shops. It also provided that no shop should be considered a union shop where the hours of labor were more than 10 a day.[2] Both in 1899 and in 1900, the secretary said in his reports that the general officers had found it necessary to restrict the label to firms which make the better class of goods, as unscrupulous dealers are apt to take advantage of patrons by palming off a cheaply made garment, with the help of the label, for the better kind. In May, 1901, the general executive board, with the sanction of the local unions, decided to withdraw the label within six months from all New York manufacturers who employ the contract system, and to confine it exclusively to firms which conduct their own tailor shops. The same rule is to be extended to other cities as fast as possible. The reason given for it is that it has been found impossible to govern conditions in the shops conducted by the petty bosses or contractors, on account of the lack of responsibility, the shifting and uncertain employment, and the practice of utilizing the labor of helpless immigrants to replace those who become dissatisfied. "This," says the secretary, "the contractors are driven to do by the wholesale firms, who pit one against the other, and thus inaugurate a merciless cutthroat competition which keeps conditions down to the life line. If brought together in larger groups, and employed directly by the firms upon the premises, it is contended that organization and factory inspection would be facilitated. A number of large firms in different cities, some of whom have not been using the label, have already agreed to the proposition. All the resources of the national body will be devoted to combating the contract system, and no compromises will be made with the contractors. The policy agreed upon is to force one firm at a time to abandon the contract method until the movement makes sufficient headway to warrant a general fight against the rest."

The Garment Workers presented a resolution in the convention of the American Federation of Labor in 1900 to give the executive council of the Federation power

[1] Garment Worker, Aug., 1899, p. 8.

[2] American Federationist, Vol. 6, p. 179.

to exercise a supervision over the methods pursued by unions in issuing the union labels, in order to give additional assurance that the labels might not be "misused by being placed upon articles made under unclean and unfair conditions, or upon inferior products." This seems to indicate a genuine desire on the part of the Garment Workers to make their label stand for the wholesome conditions which it pretends to stand for.[1]

About 2,000,000 labels were reported to have been issued during the fiscal year ending July 31, 1898. In August, 1899, the secretary reported that 54 firms were using the label, and that about 4,500,000 labels had been used during the preceding year. A year later he reported that the label was used by about 80 firms, employing about 5,000 men, and that 7,744,000 labels had been used during the year. He congratulated the convention upon the success of the label as applied to workmen's garments, such as overalls, jackets, working pants, and shirts. "All the leading manufacturers in that large branch of the trade are using it and making their goods under the most approved conditions." Of a list of 90 firms which use the union label, published about November 1, 1900, 42 are under the heading "pants, overalls, etc." In October, 1900, the secretary expressed the opinion that 50 per cent of the output of overalls was issued under the label. The label appears on only a small part of the output of other clothing.

THE JOURNEYMEN TAILORS' UNION OF AMERICA.

History.—The Journeymen Tailors' Union of America was organized in 1883. There had been an earlier attempt at a general organization of tailors, called the Tailors' National Union. It was formed in 1871, and went to pieces in 1876.

In July, 1900, the secretary reported the number of locals as 290 and the number of members as 9,000, of whom 1,500 were female. The number of members entitled to benefit was reported as 6,217 on July 1, 1899, and 9,727 on July 1, 1901. The number of locals existing in successive years is said by the secretary to have been about as follows:

Year.	Number.	Year.	Number.	Year.	Number.
1883	14	1890	100	1897	2[illegible]
1884	14	1891	120	1898	[illegible]
1885	16	1892	120	1899	[illegible]
1886	16	1893	200	1900	[illegible]
1887	20	1894	160	1901	31[illegible]
1888	30	1895	200		
1889	50	1896	200		

In its earlier years the union had disputes with the Garment Workers over questions of jurisdiction. The convention of the Federation of Labor in 1897, at the request of the delegate of the Journeymen Tailors' Union, instructed the United Garment Workers to withdraw the charters of all local unions affiliated with it whose members were engaged on custom-made clothing, and ordered that neither the Garment Workers nor the Journeyman Tailors should retain any member who should properly belong under the jurisdiction of the other. It added that the designation merchant tailor should be "construed to mean establishments where custom clothing is exclusively made to the measurement and order of each individual customer," and should "not include any ready-made clothing manufacturer, nor any special-order work made for such manufacturers."

Objects.—The objects of the tailors' union are declared in the constitution to be: "To rescue our trade from the condition to which it has fallen, and by mutual effort place ourselves on a foundation sufficiently strong to prevent further encroachments; to encourage a higher standard of skill; to cultivate feelings of friendship between members of the craft; to assist each other to secure employment; to secure free workshops; to reduce and limit the hours of labor, and use our influence with the lawmakers of each State and province to secure the passage of laws that will prohibit sweating and working in our homes; to secure adequate pay for our labor; to assist each other in case of need and distress; and by all honest and just means to elevate the moral, social, and intellectual condition of our members."

Convention.—The constitution provides that the regular convention shall be held on the first Monday in August, 1901, and every fourth year thereafter. But on the 1st of November preceding the time fixed for the convention the general secretary is to submit the following question to a general vote: "Shall the convention be held this year and a 50-cent levy be declared upon each member to pay

[1] A. F. of L. Convention Proceedings, 1900, pp. 39, 170.

mileage of all delegates?" If the majority is adverse, no convention is to be held. This was the result in 1901. Local unions with less than 100 members are entitled to 1 delegate in the convention; from 100 to 500 members, 2 delegates; from 500 to 1,000 members, 3 delegates; over 1,000 members, 4 delegates. During the week of the sitting of the convention not more than one session is to be dispensed with or curtailed for entertainment purposes. The convention is to sit from 8.30 to 12 and from 1.30 to 5.30. Delegates absent from roll call are to be fined $1, unless they are sick or on business of the convention.

Committee on Laws and Audit.—Separating its conventions by the long interval of 4 years, the Tailors' Union provides a substitute in its committee on laws and audit, which is to meet halfway between conventions. When it is voted not to hold a convention at the regular time, as in 1901, the committee meets then also. The executive board is to designate 5 local unions—one in Canada and one in each of four different States, in the North, East, South, and West—each of which locals shall elect 1 member, and these 5 members are to compose the committee on laws and audit. This committee is to examine the books of the secretary and the treasurer, to consider amendments to the constitution which may be submitted to it, and to formulate or propose such amendments as it may think wise. Such propositions as it approves are to be submitted to a general vote of the members. It, like the convention, hears appeals from the decisions of the executive board. The powers of the committee are substantially the same throughout as those of the convention. Its members receive $3 per day and railroad fare, but no other allowance for expenses.

Constitutional amendments.—The constitution may be amended by the action of the convention or of the committee on laws and audit, approved by a majority of the members voting in a plebiscite. Any local union may at any time propose amendments. They are then to be inserted in the official journal. If one-fourth of the local unions second the proposals they are to be submitted to a general vote, and they become law if approved by a majority of the members voting.

Officers.—The officers are a secretary, a treasurer, an executive board, and organizers. The organizers are appointed by the general executive board for 6 months. The secretary, the treasurer, and the executive board are elected for terms of 4 years; the secretary and the treasurer by vote of the whole membership, and the executive board by the local union of the city where the headquarters are and the two other local union nearest the headquarters. The largest of these three locals elects 2 members; the next largest, 2 members, and the smallest, 1.

Three months before the time for nominations for secretary and treasurer, the secretary is to submit this question to the locals: "Shall an election of general secretary and general treasurer be held this year?" If the majority vote "no," the existing officers hold their places for another term of 4 years. If the majority vote "yes," the local unions are to be called upon for nominations. When the time for nominations has expired, the secretary is to notify each nominee, and each nominee who desires to be a candidate must write a letter for publication in The Tailor, defining the policy he will follow if elected. The secretary is to prepare ballots according to the Australian-ballot system, containing the names of all candidates in alphabetical order, and to furnish them in sufficient numbers to the local unions. A majority of all votes cast is necessary to elect. If there is no election a second ballot is taken, in which only the 3 candidates who have received the highest votes are eligible. If there is still no election, a third ballot is taken, in which the lowest candidate on the second ballot is dropped. Any member who fails to vote, unless excused on the ground of sickness, is to be fined 50 cents. Any member who is elected to a general office and fails to qualify according to the laws of the union is to be fined $100.

The secretary receives all money due the national union, and pays ordinary expenses. He is instructed to pay over to the treasurer "all surplus funds exceeding $1,000, in his hands at the end of each month, after paying all claims approved by the general executive board." He issues a membership book to each member of the union. He is editor of the official journal. He keeps a list of all members of the union, showing the standing of each. His salary is $24 per week, and he is to give bonds for $6,000, signed by owners of real estate or by some reliable surety company.

The treasurer is to receive and take charge of all surplus funds. He is not to hold more than $500 in his possession, and is to deposit all further sums in some bank approved by the executive board, and is not to draw any amount from the bank except by check signed by himself, the secretary, and 1 member of the executive board, with the seal of the union attached. His salary is $60 per year, and his bond is $10,000. For attendance at the meetings of the executive board he receives the same pay as members of the board.

The executive board has general authority over the union, subject only to appeal once in 2 years to the convention or the committee on laws and audit. It is to look after the funds and investments of the union and the bonds of the secretary and the treasurer. It hears claims, grievances, and appeals, and has power to authorize strikes and to support lockouts. It may propose amendments to the constitution and submit them to general vote. One of its duties is to prosecute violators of the laws of the United States and Canada against the importation of labor under contract. It is directed to do all in its power to discourage strikes, and to adopt such means as will tend to bring about an amicable understanding between members of the union and their employers.

Local unions.—A local may be organized by any number of tailors not less than 5, by applying to the general secretary for a charter, and sending $10 for the charter and $1 initiation fee for each new member. A second local union may not be chartered in any city of less than 200,000 inhabitants, except by the consent of the existing local.

The constitution says that a public meeting of each local union should be held at least once each month for the discussion of the labor movement, and that each local union should have social gatherings at stated times for the entertainment of the members, their families, and their friends. Each local union should maintain a labor bureau, found libraries, hold lectures, join central labor unions, and do all in their power to strengthen and promote the labor movement. The first day of May and the first Monday in September are recommended to be adopted as labor's holidays, and every local union and every member is urged to observe them.

Membership.—A candidate for admission to membership "must be a journeyman tailor, apprentice, helper, or worker, engaged in the production of custom-made clothing."

Apprentices.—The constitution provides that apprentices shall be bound for not less than 3 years, and that a clear book shall not be issued to apprentices after their time has expired unless their work is satisfactory to a committee of the local union.

Traveling books.—Any member who wishes to travel or transfer his membership may pay up his dues and assessments for not more than 3 months in advance and take the usual receipts in his membership book. This regular book constitutes his traveling credentials. It must be presented to some local union and renewed within 3 months after the expiration of the term for which dues are paid. Any local union can renew it. If the member goes to work in any place where a local union exists, he must deposit his book within 2 weeks on penalty of forfeiting all his rights as a member.

Discipline.—A member who injures the interests of another by undermining him in wages or in any other willful manner, or who reveals business of the union to employers without a vote of the union, may be punished by fine or expulsion. Other offenses specified in the constitution are mentioned under "Strikes."

No member can be fined or expelled without an impartial hearing on written charges, which have been duly delivered or sent to him, with a notice of the time and place of trial. Any member who feels aggrieved by a decision of the local union may appeal to the executive board, and any member or local union may appeal from the executive board to the convention or to the committee on laws and audit.

Finances.—The union is supported by a charter fee of $10 from each new local, $1 from the initiation fee of each new member, and a per capita tax of 35 cents a month. In addition two levies of 25 cents a member are to be declared in each year, on May 1 and November 1, so long as the general fund of the national union is less than $30,000. The executive board may levy assessments of 10 cents a member not oftener than twice in 3 months if the general fund is depleted by an increased death rate or a long-continued strike. Further assessments may be levied by a general vote.

The local initiation fee is $2. When the name of a member has been stricken from the rolls for nonpayment of dues or for any other cause, he must pay an initiation fee of $4 to be reinstated, of which $2 goes to the national union.

During the 2 years ending July 1, 1899, the total income of the national union was $45,711 and the total disbursements were $33,577; $9,298 was paid for funeral benefits and $4,371 for strike benefits. During the 2 years ending July 1, 1901, receipts, $73,229; disbursements, $62,301; funeral benefits, $10,716; strike benefits, $28,463. The balance in the treasury on July 1, 1901, was $25,007.

Death benefits.—The union pays death benefits, graded according to length of membership, from $25 after 6 months to $100 after 5 years. There was formerly a provision by which the widow of a deceased member might acquire a claim for a funeral benefit on her own account by paying dues of 15 cents a month after her

husband's death. This is now abolished, except as to widows who took advantage of it before January 1, 1898. On the death of such a widow the benefit paid to her heirs ranges from $25 after 6 months' payments to $50 after 3 years' payments.

Strikes.—If any members have a difficulty with their employers they must lay the case before the local union, and the union, if it approves, must appoint a committee of three good members to wait on the employers and try to effect a settlement. If the committee reports that it is unsuccessful, the question of sustaining the members is submitted to a secret ballot of the local. Only those who have been members for at least 4 months are permitted to vote, and a two-thirds majority is necessary to sustain the complaining members. If such a majority appears, a full statement of the circumstances is to be sent to the general secretary. He is at once to call a meeting of the executive board. A strike may only be authorized either by a vote of the executive board or, if its decision is adverse, by a two-thirds majority of the members of all the local unions on a general vote.

Members who participate in an authorized strike are entitled to $1 per day. During the months of January, February, July, and August the allowance is only 75 cents per day. If the funds do not warrant the payment of the full strike benefit the executive board have power to pay a part and issue to each member, weekly, a due bill for the balance. The executive board has power to levy assessments of 10 cents per member in case of a deficiency due to a long-continued strike, but not more than 2 such assessments can be levied within 3 consecutive months. In extreme cases the executive board may submit to general vote a proposition for a special levy, not exceeding 50 cents per member.

No person is entitled to strike benefits unless he was a member of the union before the day on which the strike was declared. The members of a local union are not entitled to strike benefits unless the local has belonged to the national union for at least 6 months.

Members victimized on account of their activity in the interest of the union are entitled to the same benefits as strikers.

Any member or other person who goes to work for any employer during a duly authorized strike against such employer is to be fined not less than $5 nor more than $25, and the fine must be paid in full before the person can be reinstated or become a new member, unless it is remitted or reduced by the local union which imposed it. While an authorized strike or lockout is in progress no member involved is permitted to leave the place without the consent of a two-thirds majority of the members present at a regular or special meeting.

The union reported to the Federation of Labor in the fall of 1900 that it had won 21 strikes during the preceding year, compromised 2, and lost 8. Three thousand six hundred persons were involved, of whom 3,100 were benefited. The cost was $20,419, of which more than half was paid as benefits on lost strikes. The total gain in wages was estimated at $100,000.

Free workshops.—It has not been the custom of the trade that the employer furnish the workshop. The journeymen have worked at home or have clubbed together and rented a room for themselves. This custom is economical for the employer, and many journeymen cling to it because it seems to give them greater freedom than they could have in the employer's shop. They can work when they please and quit when they please. The union, however, is devoting its strongest efforts to the breaking up of the practice.

The secretary declares that the union has "but one great goal set for attainment, and that is the establishment of free workshops throughout the entire organization. All other matters are of positive insignificance when compared with this. To secure free workshops in any city is many times more valuable than to secure a 10 per cent advance in wages." He admits that many of the journeymen are opposed to the change, but he declares that such opposition is due to ignorance and thoughtlessness. The people who work at home make less wages, on the whole, than those who work in employers' shops, and the social and moral effects of turning the home into a factory are disastrous. The children of the home worker are almost sure to be used in helping on the work. The children of the man who works in the factory or shop get some decent opportunities for education and for play.[1]

The executive board is directed to designate one or more local unions, on February 1 and on July 1, to demand free shops from their employers. No local is to be selected to make this demand until it has shown by majority vote that it is prepared to make it.

The Tailor, of March, 1900, reported 113 local unions having free shops furnished by employers, and 7 as having free shops furnished to a part of their members.

[1] American Federationist, July, 1900, p. 224.

The whole number of locals at that time was about 275. Two thousand six hundred and twenty-seven members were reported to have been working in free shops on July 1, 1899, and 3,241 on February 1, 1900. The total number of members at the latter date as reported was between 8,000 and 9,000. On July 1, 1901, the secretary reported that according to his best information about 4,200 members had free shops.

Hours of labor.—The Tailors' Union declares that 60 hours per week shall be the maximum of work for any member, "this section to apply where work is done in free workshops." In February, 1900, 25 locals were reported to be enforcing this rule.

Piecework.—Piecework is approved and generally used by the tailors' organization.

Division of employment.—A rule of the union requires work to be equally divided among the members, when times are dull, by means of the "turn list."

Official journal.—The Tailor, the official journal of the Tailors' Union, is edited by the secretary, is published monthly, and is sent free to all members of the union. It contains sixteen large pages, filled chiefly with matters relating to the union itself and to the interests of its members, and for the rest with news and discussions of unionism in general, and of social and political events in their relation to the workingmen.

Union label.—The union label of the Journeymen Tailors was adopted in 1891. From July, 1897, to July, 1900, about 3,000,000 labels are reported to have been used; but the secretary says that they are placed on only about one-third of the garments made by the members of the organization.

The label is printed in indelible ink on white linen, and is attached to the garments by the members who make them. On coats it is put on the inside of the breast pocket; on vests on the inside of the back straps; on trousers on the inside of the waist bands or of the watch pockets. Labels are not to be put in the hands of the merchant tailor unless he is a member of the union, and not then unless he employs regularly at least one journeyman who is an active member of the union, and pays the regular scale of prices for all work. Such a merchant tailor is to receive only one label at a time. The constitution provides that the label shall be sold to the local unions at cost. The price is fixed at 25 cents per sheet of 140 labels.

CUSTOM CLOTHING MAKERS' UNION OF AMERICA.

History.—The Custom Clothing Makers' Union was organized on November 20, 1899. The members work for "tailors to the trade," who sell through agents throughout the country, and also for the cheaper class of merchant tailors. They do no ready-made work or stock work. The organization claims, therefore, not to interfere with the Garment Workers. On the other hand, they do a cheaper class of work than the members of the Journeymen Tailors' Union of America.

The branches of the trade are defined as trimming, operating, pressing, and finishing, and the workers at the different branches are organized in separate locals where it is practicable. In June, 1901, the secretary reported 700 male members and 3,100 female members. About half the members are Swedes and Norwegians; the rest, Germans, Bohemians, and Italians.

The Journeymen Tailors have declined to admit the Custom Clothing Makers into their own organization, considering that it would involve a lowering of their standard of skill. Their executive board adopted a resolution in February, 1900, declaring that they would not interpose any objection to the organization of the Custom Clothing Makers, either independently or as members of the United Garment Workers, and would not interfere with their free use of a label of their own, provided it did not conflict with that of the Journeymen Tailors. Many locals of the Tailors, however, have done what they could to hinder the organization of the makers of custom clothing in their own towns, either separately or under the Garment Workers. The Custom Clothing Makers applied to the Federation for a charter in July, 1900. The executive council of the Federation directed President Gompers to communicate with the officers of the applicants and with those of the Journeymen Tailors and the Garment Workers and try to bring about a satisfactory arrangement. The council expressed the opinion at the same time that the Custom Clothing Makers ought to be under the jurisdiction of the Journeymen Tailors' Union, and requested the officers of the Journeymen Tailors to submit again to their members the question of admitting them. The Tailors, however, still refused. In February, 1901, the application of the Custom Clothing Makers for a charter from the Federation was renewed, and was referred by the executive council to Mr. Lennon, the secretary of the Journeymen Tailors. In the end it was again refused, through the opposition of the Garment Workers, who continue to claim jurisdiction over the field occupied by the Custom Clothing Makers.

Conventions.—The convention is to meet on the first Monday in August in 1902, and every fourth year thereafter. Locals which have paid per capita tax for 12 months before the convention on from 50 to 200 members are entitled to 1 delegate; on from 200 to 500 members, 2 delegates; on 500 members and over, 5 delegates. Locals with less than 50 members may combine with other locals in electing a delegate. Each delegate has 1 vote.

Constitutional amendments and referendum.—The constitution can be amended only by a referendum vote. Measures passed by the convention become effective if a majority of the members voting in the referendum favor them. A committee on by-laws is to be elected by the convention, and any measure approved by it must be submitted to the general vote, even though not passed by the convention; but in that case it will become valid only if it secures a two-thirds majority in the referendum. Any proposition may also be submitted by the executive board, or by any local with the approval of 5 other locals. In each case a two-thirds majority in the referendum is required.

Officers.—The officers are a president, a vice-president, a secretary, a treasurer, an organizer, and 3 trustees. The trustees must be members of the executive board. The executive board is composed of 12 members, representing cutters, trimmers, operators, and pressers in the 3 branches—coat, vest, and pants making. The members are elected from locals nearest the headquarters in Chicago. The president, the vice-president, the organizer, and the trustees are elected by the executive board. The secretary and the treasurer are to be elected by general vote on the Australian system, unless a convention is held at the proper time for electing them. Requests for nominations are to be sent out to the locals on January 1, 1902, and every 4 years thereafter. Ballots containing the names of candidates are to be furnished by the general secretary, and the election is to take place on the second Monday in June. A two-thirds majority is required to elect. The term of each officer, except the organizer, is 4 years. The secretary receives $100 a month and expenses, and gives the bond of a surety company for $2,000 at the expense of the union. The treasurer gives a bond in like manner for $1,000. The secretary is permitted to retain $500 for current expenses, but all other money is to be deposited so that it can only be drawn on an order signed by the treasurer and the 3 trustees. The organizer is elected for a term of 6 months, and his salary is $100 a month and expenses.

Local conference committees.—The constitution provides for local conference committees, to be composed of all the local unions in a given place. It is their duty to act together in the fixing of scales of wages, and also to consider and settle any disputes between locals of the different branches of the trade, subject to appeal to the executive board and ultimately, if necessary, to the convention.

Walking delegates.—The constitution directs that each local have a walking delegate to visit shops, inspect membership cards, and perform such duties as the locals may impose upon him or her.

Membership.—The Custom Clothing Makers provide in their constitution for the inclusion of all makers of special-order-made clothing, or workers on clothing made to order and measure of each individual customer; also workers on clothing made for tailors to the trade—"that is, all custom-clothing makers who do not stand under the jurisdiction of the Journeymen Tailors of America." Members are forbidden to work on ready-made clothing. The constitution contemplates the organization of the members of the several branches of the trade—cutters, trimmers, operators, pressers, and finishers—in separate locals.

Finances.—The charter fee of each new local is $5. Twenty-five cents of each initiation fee is paid to the national union, and $1 on each transfer card. The per capita tax is 10 cents a month. The executive board has power to levy a special tax of 10 cents a member, or a special assessment of 10 cents, whenever a deficiency occurs through a strike or through organizing expenses. Not more than 3 such taxes or assessments may be laid in any 1 year. A local must be notified when 2 months in arrears, and if its taxes are not paid by the 7th day of the fourth month it is to be expelled.

The local initiation fee may not be less than $2 nor the monthly dues less than 25 cents.

Strikes.—A shop strike may be declared by a two-thirds vote of the local, after investigation by a conference committee and efforts by it to settle the differences with the employers. A general strike of the members of a local may be declared by local action, but without any right to the support of the general union, unless it receives the sanction of the executive board. An appeal may be taken, however, from the adverse decision of the executive board to a general vote of the locals, and the executive board is under obligation to support any strike caused

by a reduction of wages without previous notice to the local, provided the local has lived up to the constitution.

Members injured on account of their activity in the interest of the union are entitled to such assistance from the general fund as the general executive board may direct.

Labor Day.—The constitution urges every local and every member carefully to observe Labor Day, and especially empowers the locals to fine their members in such sums as they see fit for not observing it.

Union label.—The Custom Clothing Makers adopted a union label in November, 1899. In March, 1901, the secretary reported that 30 manufacturers were using the label, that 5,000,000 labels had been issued, and that the label was placed on 70 per cent of the output of the trade in Chicago.

The label is printed on white linen, and bears the words, "Custom Clothing Makers' Union of America, organized 1899." It is not given in any case to the merchant tailor or to the proprietor of any shop. It is to be attached to the clothing by machine stitching, by members of the union only. The local union is to investigate the right of each shop to use the label, and is to furnish the labels to the shop when satisfied that the shop is entitled to them.

INTERNATIONAL LADIES' GARMENT WORKERS' UNION.

History.—The International Ladies' Garment Workers' Union was organized in June, 1900. It is meant to include, according to the statement of the secretary, "workers on all branches of ladies' wear except shoes." In September, 1900, the secretary reported 7 branches and 2,310 members, of whom 400 were female. On June 1, 1901, 9 branches and 3,976 members were reported.

Finances.—The receipts of the general office for the year ending May 31, 1901, were $507, and the expenditures were $383.

Strikes.—From July to November, 1900, the unions won two strikes and lost four. One thousand members were involved and 300 were benefited. The cost of the strikes was about $800.

Hours of labor.—The Ladies' Garment Workers hold as an aspiration to the 8-hour day. In practice they have to work from 10 to 16 hours a day during those parts of the year in which there is work for them. Many of them work in their own homes, and their hours are, of course, beyond control. Even in the factories they generally work at least 10 hours when they work at all. The secretary says: "The only remedy for the existing conditions is an 8-hour law which will not exist on the statute books only, and the introduction of a trade label, and thorough organization and control of the trade by the workers." Early in 1901, however, 100 cloak makers in Baltimore, not all members, struck for a 9-hour day, along with other demands, and obtained it after a week's idleness. The 9-hour day has also been obtained in San Francisco.

Division of employment.—The shop delegate in union shops is expected to see that the available work is equitably distributed when there is not enough for all. In the contracts between locals and manufacturers there is sometimes a clause providing for a division of available work among all the members.

THE SHIRT, WAIST, AND LAUNDRY WORKERS' INTERNATIONAL UNION.

History.—An organization called the United Shirt and Waist Workers was formed in September, 1898. It was meant to be of national scope, but it did not spread beyond New York, Philadelphia, and Baltimore. The Shirt, Waist, and Laundry Workers' International Union was formed in 1900, and obtained a charter from the American Federation of Labor. The earlier organization disintegrated, and the most of its locals joined the other. In June, 1901, a membership of about 7,000 was claimed, in 78 locals. The headquarters is fixed at Troy, N. Y., and can be removed only by a two thirds vote of the general membership. The constitution provides that the union may withdraw from the American Federation of Labor by a two-thirds vote.

General aims.—The objects of the organization are stated as follows in the preamble of the constitution: "First. To organize and cooperate with all shirt, waist, and laundry workers. Second. To abolish competition in each respective branch of the trade by securing a universally equal and just rate of prices without resort-

ing to strikes. Third. To discourage Chinese, sweat-shop, and convict labor. Fourth. To maintain by assessment a death benefit for all members."

Convention.—The convention is to meet annually in September. The representation of locals is based on the average membership on which they have paid per capita tax for the preceding 12 months. Each local is entitled to 2 delegates for the first 100 members, and to 1 additional delegate for each additional 200 members or major part thereof; but no local can have more than 4 delegates. In order to be eligibl as a delegate, a member must have been in good standing in the local which he represents for at least 6 months, if the local has existed so long. Each delegate has one vote, and there are no proxies. A delegate absent at roll call is to be fined $1, unless he is sick or absent on convention business. A local must have its per capita tax and assessments paid up to the month preceding the convention in order to be represented. The expenses of delegates are paid by their locals.

Constitutional amendments and referendum.—The constitution may be amended by a two-thirds vote of the members. Amendments may be proposed by the convention or by a local, with the sanction of 5 other locals. The general executive board may also submit any question to a referendum vote. When a referendum is ordered, each local must consider the subject-matter at a special meeting.

Officers.—The officers are a president, four vice-presidents, a secretary-treasurer, an auditor, and 3 trustees. The officers constitute the executive board, and at least 5 of them must be chosen from the vicinity of the general office. Any point within 8 hours by rail is considered in the vicinity. All officers are elected at the convention by majority vote. All must be "competent mechanics, fully conversant with all technicalities of the craft," and must constantly maintain themselves in good standing.

The secretary-treasurer is required to keep a register of all members initiated, suspended, and expelled. He decides points of law, subject to appeal to the executive board. The auditor is required to examine the books of the secretary-treasurer. and also, under the direction of the executive board, the books of the locals.

Local unions.—A local may be organized by 7 shirt, waist, or laundry workers. The constitution forbids a local to withdraw from the national organization so long as 7 members, at a special meeting called for the purpose, object and are willing to retain the charter. Where there are 2 or more locals in any city or locality. they may form a district executive board to deal with matters of common interest, such as organizing, label agitation, and strikes.

Membership.—Male and female workers in the manufacture. laundering, receiving, or delivering of shirts, collars, cuffs, shirtwaists, and similar articles are eligible to membership. Foremen, forewomen, and persons who have authority to hire or discharge are not eligible.

Clearance cards.—Membership is transferred from one local to another by means of a clearance card, which is issued on payment of all dues and assessments to the time of issue and payment of the per capita tax in advance for the period for which the card is to run, not exceeding 3 months, together with a fee of 10 cents for the card. If the member goes to any place where there is a local union, the card must be deposited within 2 weeks, on pain of forfeiture. It must, in any case, be deposited somewhere or renewed before it expires.

Discipline.—Charges against a general officer must be made by officers of a local and sworn to or affirmed before a notary public or a justice of the peace. They are tried before the executive board. The findings of the board and an abstract of the testimony are to be furnished to each local, and a majority vote, each local having the same vote which it would be entitled to in a convention, is required to approve the findings of the board.

Charges against a private member must be made in writing and tried before the local executive board, after proper notice to the defendant. The findings of the board, with a brief statement of the evidence, must be submitted to the local for approval. In all cases an appeal lies to the general executive board, and from it to the next convention.

Finances.—The charter fee for new locals is $10. The per capita tax is 10 cents a month. The general treasury also receives 25 cents from each initiation fee; this goes to the organization and label fund. Ten per cent of the per capita tax goes to the strike fund. Payment of per capita tax is evidenced by a monthly due stamp, and members who have not such stamps in their due books are not entitled to benefits. It is required that due stamps be paid for by locals in advance; yet there is a provision that any local 3½ months in arrears shall be suspended.

The local initiation fee can not be less than $1. Members are to be suspende when 3 months in arrears, and after 6 months their names are to be dropped fro the rolls.

Death benefit.—The union has adopted an optional plan for the payment of death benefit of $100, by assessments upon those members who enter the scheme Any local union, as a whole, may enter it, and individual members may enter i when their locals do not.

Strikes.—When a dispute with an employer arises, the local executive committe must first try to settle it. If the committee does not succeed, the case is to be sub mitted to a secret vote of the local. A two-thirds majority is required to suppor a strike. If such a majority appears, a full statement of the case must be sent t the general executive board. If the board refuse to sanction the strike, the loca may appeal to the general membership. A two-thirds majority of the member voting is necessary to overrule the decision of the board. A strike commenced b a local without the consent of the national authorities is at the local's risk an expense. Locals are forbidden to send appeals for financial assistance directly t other locals. All such appeals must be sent to the general secretary-treasurer.

The amount of the strike benefit is at the discretion of the executive board, bu may not exceed $5 a week. None is paid for the first week of a strike. No local can draw strike benefit until it has been 3 months connected with the national organization and has paid 3 months' dues, and no person can draw strike pay who was not a member before the beginning of the strike. The executive board has power to levy an assessment of 5 cents a week for strike purposes. Whenever the board is satisfied that a strike is lost, it can declare it at an end, so far as the financial help of the national organization is concerned.

Any member or other person who goes to work where a strike exists is to be fined not more than $25, and the fine must be paid in full before the person can be reinstated or become a new member.

Members victimized for activity in the cause of the union are entitled to such assistance as the executive board may direct, not exceeding $10 at one time.

Distribution of work.—The constitution requires members to have work equally divided where it is possible.

Labor Day.—Each local may adopt its own rules requiring its members to observe Labor Day.

THE CHARTERED SOCIETY OF THE AMALGAMATED LACE CURTAIN OPERATIVES OF AMERICA.

History.—The Chartered Society of Amalgamated Lace Curtain Operatives o America is a small union whose membership is confined to the State of Pennsylvania, excepting the employees of one firm at Tariffville, Conn. It was organized in March, 1892. It has only 5 locals and about 360 members. The general secretary reports that this number includes three-quarters of the workers at the trade in the United States. The members are subject, however, in strikes, to the competition of lace makers in other lines. During 1900 the charter of a local union of lace makers in Brooklyn was revoked by the American Federation of Labor because its members took the places of lace-curtain operatives who were on strike at Wilkesbarre, Pa. A movement is understood to be on foot for the amalgamation of all lace workers with the Lace Curtain Operatives.

General aims.—The lace-curtain operatives mention the following among the objects of their union: "To endeavor to avoid all labor conflicts and their attendant bitterness and pecuniary loss by resorting to conciliation in the settlement of all disputes concerning wages and conditions of employment."

Convention and constitutional amendments.—The convention meets annually. "Each branch shall be entitled to at least 1 delegate, and 1 additional delegate for each 50 members or fraction thereof." Special meetings must be called on the petition of 2 or more branches; but the executive council may impose a fine, together with all the expenses of the meeting, upon the branches that call a special meeting which the council does not consider justified by the importance of the business.

The constitution may be amended by a majority vote of the convention.

Officers.—The officers are a president, a secretary, a treasurer, and an executive board composed of these officers and 5 other members. All must live in Philadelphia during their term of office. The officers are elected by popular vote.

The executive board has full control of the society, entire power over its funds, power to make all needed rules, and power to decide disputes and maintain discipline.

The secretary collects money due the international union. The treasurer receives all money from the secretary, and is required to deposit it within 48 hours, unless otherwise ordered by the executive board or the convention, and to show the receipt to the president within 48 hours after leaving the bank. He receives 5 cents per member per annum for his services. The books are to be audited once a year by a certified public accountant.

The members of the executive board are required to furnish bonds for $2,000 each, and the president, secretary, and treasurer for $10,000 each. The bonds are to be given by some responsible security company, and the cost is paid by the society.

Membership.—The society is declared to be composed of lace-curtain operatives, and persons from any other branch of the lace trade who shall be admitted according to the rules. But persons from other branches of the lace trade are regarded as apprentices for 2 years after election to the union. A competent workman is defined as one who has worked 3 years at a lace-curtain machine.

A member who has been dishonorably dismissed from the society may be readmitted by the executive board on payment of such readmission fee as the board may fix, not less than $100.

Apprentices.—One apprentice is allowed to every 9 competent workmen. An apprentice can not take up the occupation when he is younger than 18 or older than 25. Apprentices are required to serve 3 years, and their pay is fixed at 60 per cent of full rates the first year, 75 per cent the second year, and 90 per cent the third year, on one-half the racks made on the machine.[1] The deduction is equally divided between teacher and employer.

Workmen from other branches of the lace trade are expected to serve 2 years as apprentices, receiving 75 per cent of full pay the first year and 90 per cent the second year; the deduction being divided equally between teacher and employer.

Finances.—The initiation fee is uniformly $10 for operatives and $6 for apprentices. The per capita tax is 25 cents a week. The local dues are from 50 to 75 cents a week. Additional assessments are levied for death benefits as well as for strike benefits. A member who is more than 4 weeks in arrears has no claim for benefits.

Funeral benefits.—A funeral benefit is paid of $100 after 1 year's membership, $125 after 1 year and 6 months, $150 after 2 years, $175 after 2 years and 6 months, $200 after 3 years. On the death of a beneficial member's wife, he receives $50; "but no member shall be entitled to receive this more than once."

The funeral fund is kept separate from the general fund, and is maintained by separate assessments. Whenever it is reduced to $500 a levy of $1 a member is made by the executive board.

If a deceased member has no relatives in this country his funeral expenses, not exceeding $100, are paid by the society; but no expense is to be incurred for wreaths or flowers. Heirs in any foreign country may claim any unexpended balance of the funeral benefit, provided they prove their claim within 6 months.

A member may retain his membership and his right to death benefits, after leaving the trade, by paying the death levies.

Hours of labor.—Members are forbidden to work more than 55 hours in a week.

Piecework.—The majority of lace curtain work is done by the piece.

NATIONAL SPINNERS' ASSOCIATION OF AMERICA.

History.—The National Spinners' Association of America dates its organization, according to information given by the secretary, from 1858. It has not, however, maintained an uninterrupted existence. After a dissolution, of which the date is unknown, it was reorganized in 1873. It fell to pieces again in 1875. After another reorganization there was another dissolution in 1885. It has now existed continuously since 1889.

The association is composed of mule spinners, and it formerly bore the name of National Cotton Mule Spinners' Association. The number of members was reported in July, 1900, as about 3,000. The organization is almost confined to New England. The secretary believes that not more than 10 per cent of the New England mule spinners are outside of it.

Convention.—Up to 1899 the conventions were held twice a year, in April and in October. In October, 1899, the constitution was changed so that conventions

[1] Two operatives work at different times on the same machine. The product is evenly divided, in order that one may not take advantage of the other by neglecting to care for the machine and leaving it in bad condition. One-half the racks made on the machine represents the full product of one person.

should be held annually. Each local is entitled to 1 delegate for each 100 members or major part thereof. The convention has power to revise the constitution, provided notice of the proposed change has been given to the executive council, in writing, 3 months before the convention.

Officers.—The officers are a president, a vice-president, a secretary, and a treasurer. The executive council consists of the president, the secretary, the treasurer, and 5 other members. All the officers and the members of the executive council are elected annually by the convention. The executive council appoints a subcommittee of 3, which has full power to settle all questions which, in the opinion of the general secretary, do not require the action of the full council. The decision of this committee has the same force as that of the council as a whole.

Finances.—The per capita tax is 5 cents a month. It must be forwarded to the general secretary once in 3 months. Any union which fails to pay it within 2 weeks after it is due forfeits all claim upon the funds of the association and is debarred from taking any active part in its affairs. The constitution provides that the local dues shall not be less than 15 cents a week.

The funds of the general body are received and paid out by the treasurer; but 3 trustees are chosen from separate districts, who are required to have their names attached to the bank book, and, "in conjunction with the treasurer, shall have power to draw money from the bank."

For the fiscal year ending September 30, 1899, the income was $1,761, and the expenses $936. Two hundred dollars went for officers' salaries, $136 for the tax to the American Federation of Labor, $100 in grants to other trades on strike. For the year ending September 30, 1900, the income was $1,710 and the expenses were $924, leaving $2,097 in the treasury at the end of the year.

Benefits.—If a member, while following his trade, meets with an accident which results in his death, his next of kin are entitled to $100. The same benefit is paid to a member who meets with an accident while following his occupation as a mule spinner, which, in the opinion of the executive council, will prevent him from ever again following that occupation.

Strikes.—Members who have a dispute with their employers are required first to appeal to the local committee. The committee is to try to bring about an amicable settlement. If it fails it is to appeal to the general secretary, and he is to make like efforts. If he does not succeed he brings the question before the executive council. The executive council may call a delegate meeting or convention to consider the matter. It is forbidden to allow any support from the funds of the association to members who have left work without the authority of a convention or of the executive council. Members who participate in an authorized strike are entitled to a benefit of $3 a week, and the executive council has power to levy such assessments as may be necessary to provide these benefits. If a member is unable to commence work at the end of a strike, through causes beyond his control, he is to continue to receive pay for 13 weeks after the termination of the dispute, provided he is out of employment so long.

To support the New Bedford strike of 1898 about $15,000 was contributed by the national association. Some $10,000 of it was raised by an assessment of 25 cents a week on each member employed. This was done at a time when many members besides those on strike were out of employment.

Overtime.—The mule spinners seem to have an increasing amount of trouble over the question of night work. In the convention of October, 1899, it was argued that night work would result in a glutted market, in a falling off of prices, and eventually in a falling off of wages. A delegate stated that in his local mules had been lost through refusal to work overtime. In several places men who run mules at night are not permitted to be members of the association, and a considerable number of members have been expelled for persisting in the practice. In the convention of 1900 a resolution was passed condemning the action of manufacturers who run their mills at night, and urging locals to adopt such measures as they might deem fit to prevent its continuance. The resolution as introduced urged locals to refuse the dues of spinners employed during the night. The convention was not prepared for this radical action.

Piecework.—The labor of mule spinners is paid almost entirely by the piece.

Politics and religion.—The constitution forbids the introduction of any religious or political question at any meeting of the association. "But if a majority of the members deem it necessary, after the adjournment of the convention, political action in regard to our own advancement can then be discussed."

Incorporation.—In the convention of 1900 there was some discussion of the incorporation of local unions, and 1 delegate said he thought none of the locals of mule spinners were chartered, and that it was objected to on account of the necessity of making reports to the State.

HE ELASTIC GORING WEAVERS' AMALGAMATED ASSOCIATION OF THE UNITED STATES OF AMERICA.

History.—The Elastic Goring Weavers' Amalgamated Association was organized 1885. It has 7 locals in Massachusetts, 2 in Connecticut, and 1 in Camden, N. J. t is one of the smallest national bodies affiliated with the Federation of Labor. ts members are makers of the elastic web which is inserted in the sides of congress gaiters. The demand for these shoes has been very light of late years, and he makers of the elastic goring have not had more than 3 days' work a week; yet eir union is still one of the strongest in the United States, if strength is measred by control of a given field of labor. The general secretary reported in the mmer of 1900 that only about 8 workmen of the trade were outside the union. he membership of the union was then 274. In 1895, when it was largest, it was 5. In June, 1901, it was reduced to about 230, with not more than six or seven orkers of the trade outside. All of the goring weavers are men.

Objects.—The elastic goring weavers mention the following among the purposes f their union: "To cultivate, by all honorable means, a friendly feeling between mployers and employed; to prevent strikes through the medium of arbitration; endeavor by every means in our power to produce the best article possible with he materials given to us, and thus demonstrate to our employers that while rving our own interests we are at the same time serving theirs."

Officers.—Each branch elects 1 delegate, and the delegates constitute an executive committee. The committee meets annually in September. Sometimes a special meeting is called during the year, and once or twice there have been two. ach delegate is entitled to 1 vote for every 10 members or major part thereof in is branch. The executive committee elects a president from among its own embers, and a secretary, who need not be one of themselves. It has general control over the business of the association. It is, indeed, both an executive committee and a general convention. Its members receive $4 a day while engaged on union usiness. The executive committee has power to call for and examine all the books f any branch when it thinks it necessary. The constitution may be amended by majority vote of the executive committee at an annual meeting. Any proposition for this purpose must be sent to the general secretary at least 4 weeks before he meeting.

Nonunion men.—Every person who runs a loom must be a member of the union, ust receive the full list price for his work, and must pay his contributions ccording to the constitution. Members of firms and their sons are exempt from his rule.

Apprentices.—No member of the union is permitted to teach the trade to anyone ithout the consent of his branch.

Finances.—The expenses of the general body are raised by assessment. The initiation fee is uniformly $15. The current dues are uniform throughout the association. The amount is fixed by the executive committee. It varies, from time to me, from 25 cents to 50 cents a week. A member is exempt from dues for any eek in which he works less than 25 hours. For any week in which he works 25 ours and less than 35 hours he pays half dues. When he works 35 hours or more, is dues are to be paid in full. No branch may appropriate any part of its funds r any other purpose than necessary running expenses without the permission of he executive committee.

Benefits.—A death benefit of $100 is paid. If a member owes 8 weekly payments, e is not entitled to benefit, and he does not come into benefit until 13 weeks after aying up his arrears.

In July, 1900, the secretary said that $500 had been paid in death benefits during the preceding fiscal year, and $440 in strike benefits; that about $2,100 had een paid in death claims since 1892, and that since 1886 more than $20,000 had robably been paid in strike benefits.

Strikes.—During the fiscal year 1899–1900 there were two strikes, involving 10 ersons and costing $250.

Hours of labor.—The constitution provides that 55 hours shall constitute a week's ork, and that Saturday afternoon shall be a holiday the year round. As is noted bove, the actual hours of labor have been much shorter of late on account of the epressed condition of the trade.

Piecework.—All the weaving of elastic goring is done by the piece. For preparatory work, such as altering the loom to make a different style of goods, the union ixes a rate of 20 cents an hour for skilled help and not less than 15 cents for nskilled.

Union label.—The Elastic Goring Weavers adopted a union label in 1898, but t have not succeeded in inducing any manufacturer to use it. The secre explains that the only way in which it can be used effectively is by stamping i the back of the goods. All manufacturers have their own printed stamps, they are not willing to give up the stamps which they have spent money to ad tise in order to use the union stamps. The union still hopes to induce the ma facturers to use its stamp in connection with their own. The use of the u label could not, apparently, greatly strengthen the position of the union, sinc is asserted that 98 per cent of the goring made in the United States is alre union made.

Efforts to increase employment.—The constitution of the Elastic Goring Wea requires every member to wear congress shoes, the making of whose elastic is the business of the members of the organization. In 1899 the union undert an additional measure to help the depression in its trade, by sending out members on the road to induce trade-unionists to buy congress shoes.[1]

INTERNATIONAL UNION OF TEXTILE WORKERS.

History.—This union was formed on March 30, 1891. It was meant to include workers in textile mills except cotton mule spinners. This exception was m because the Mule Spinners had a charter from the American Federation of La before the International Union of Textile Workers was formed. The intention general inclusiveness has not, however, been carried out. The strength of organization has been largely among the cotton-mill workers of the South. New England cotton operatives have unions of their own, which have not be willing to join the existing international union. Some of the New England unio have been prevented from joining the American Federation of Labor only by the unwillingness to go into the International Union of Textile Workers and by t impossibility of getting a separate charter from the Federation under its rule The Textile Workers, however, have branches in all parts of the United Stat where textile manufactures are carried on, and also in Canada. They are givi increasing attention to other branches than the cotton manufacture.

The officers of the Textile Workers were for some years on bad terms wi the American Federation of Labor. The officers of the Federation attributed t difficulty to unfaithfulness of the officers of the Textile Workers to the trad union movement, which was alleged to be caused by their pronounced socialis opinions. The American Federation of Labor convention of 1895 directed th special efforts be made to organize the textile workers in the Southern Stat and the Federation sent special organizers into the region for this purpose. T president of the Federation, in his report to the convention of 1896, declared th the unions of textile workers formed by the organizers of the Federation Columbus, Ga., had "for a time been diverted from their purpose and turn into machines for theoretical political propagandas, rather than devoting th efforts for immediate economic and legislative relief. * * * It behooves t convention, though, to say whether the efforts we put forth for the purpose organizing the unorganized of this industry, and the money expended by us these purposes, shall be perverted or further applied to a political machine, to t injury of the interests not only of the textile workers, but of the general la movement."

In his report to the American Federation of Labor convention of 1897, Preside Gompers referred to the differences between the American Federation of La and the former managers of the Textile Workers' National Union. He said t a representative of the executive council of the American Federation of Labor h attended a convention of the Textile Workers' Union, and had told the memb that unless that organization "proposed to organize the textile workers as a tr union, the Federation would undertake that function." Mr. Gompers added t the Textile Workers' Union was now "officered by those who are devoted to growth and interests," and deserving of all the sympathy and aid that the F eration could give.

About the beginning of 1898 the textile workers of New Bedford, Mass., str without success against a reduction of wages. Those of Fall River accepted reduction without a protest. President Gompers attributed the failure of strike partly to this defection, partly to the comparatively unorganized state the New Bedford operatives, except the Mule Spinners, and partly to the actio of certain representatives of the Socialist Labor party, who, he declared, held da meetings for the avowed purpose of spreading dissatisfaction and discouragem

[1] American Federationist, vol. 6, p. 162.

ging the workers, exultingly predicted defeat, and did all they could to bring it
ut.

Union of textile workers.—The convention of the International Union of Textile
rkers, in 1899, appointed a committee to confer with the other unions of work-
n in textile mills with a view to amalgamation. In September, 1899, this com-
ittee met with the representatives of the National Carders' Union, the National
deration of Textile Operatives, the National Loom Fixers' Association, the
tional Association of Mule Spinners, and the National Slashers' Association.
was unanimously resolved that all these unions should amalgamate into one
tional body, preserving the autonomy and the individuality of each trade union
der the federation. The following resolution was also passed:

"*Resolved*, That in the event of any difficulty arising between any union repre-
nted in this conference and the management of any mill corporation, each
anization shall make common cause against such employer, and all unions
reby pledge their support to any such aggrieved organization."[1]

On May 11, 1901, a conference was held in Boston between five representatives
the International Union of Textile Workers and five representatives of the
merican Federation of Textile Operatives, with Mr. James Duncan, first vice-
esident of the American Federation of Labor, as chairman. The representa-
es of the Federation of Textile Operatives were from the Fall River Carders'
sociation, the Weavers' Association, the Slasher Tenders' Union, and the Mule
inners' Union. It was resolved that the organizations represented be amalga-
ated under the name of the United Textile Workers of America, that this new
anization apply for a charter from the American Federation of Labor, and
at the present charter of the International Union of Textile Workers be given
. A convention is to be held not later than November 19, 1901, to complete the
w organization. This will give time for the various bodies which are to be
sorbed to hold their conventions, either before the date fixed for the amalgamat-
g meeting or at the same time, and complete their arrangements for ending their
parate existence. On the other hand, it will be possible to report the complete
nion to the convention of the American Federation of Labor in December. It is
pected that the new organization will immediately absorb all the unions in the
xtile trades except the Mule Spinners. The Mule Spinners have an old and
rong organization, with prior rights of recognition by the American Federation
f Labor, because they were the first textile union to affiliate with it. It is
dmitted that the technical situation of their trade is such that they may very
roperly maintain their separate organization until the development of the new
malgamation shall provide proper means of supervising the Mule Spinners'
fairs. It is expected, however, that they will ultimately unite in the one organ-
ation with the other textile workers.

Declaration of principles and general aims.—The following declaration of principles
prefixed to the constitution:

"Society at present is composed of classes whose interests are highly antagonistic
o each other. On the one side we have the proprietary class, possessing almost
ll the soil, all houses, factories, means of transportation, machines, raw material,
nd all necessities of life. In comparison to the entire people this class represents
small minority. On the other side we have the workmen, possessing nothing
ut their intellectual and physical power with which to labor, and which they
ust sell to the possessors of the means of production in order to live. The
orkers represent the millions.

"The interest of the possessing class consists in buying the productive power of
he laborer as cheaply as possible, in order to produce as much as possible and to
mass wealth. The few hundred thousand proprietors arrogate to themselves
he larger part of the wealth produced by the workers.

"The laboring millions receive from the product of their labor only so much as
s necessary to live a life of misery and starvation.

"Every improvement in machinery, every new discovery of hitherto unknown
forces in nature, the proprietary class arrogates to itself for the exclusive purpose
of increasing its possessions. Through this process human labor is more and more
displaced by machinery.

"The workers having become superfluous are compelled to sell their labor at
any price in order to save themselves from starvation. The value of labor gradu-
ally decreases; the laboring people are being impoverished more and more; their
consuming power is more and more lessened, and the consequence is that the com-
modities produced remain upon the market without being bought by anyone.
Commercial stagnation sets in, production is decreased and even partially sus-
pended. The crisis has arrived.

[1] Convention Proceedings, 1900, pp. 13-16.

"The proprietary class presses into its service the power of the State, the p militia, press, and pulpit to protect the possessions produced by others a declare for the 'sacredness' of property.

"While the millions of the working people are left without the means of ence, without rights and unprotected, betrayed and sold out to their enemi the State, by the press, and by the pulpit, the arms of the police and of the m are directed against them.

"In consideration of these facts we declare:

"1. That the laboring class must emancipate itself from all influences enemy, the proprietary class; that it must organize locally, nationally, and i nationally for the purpose of setting the power of the organized masses ag the power of capitalism, and that it must see that its interests be represent the mills, workshops, etc., and in different branches of the local, State, and nat administrations and governments.

"2. National and international trade unions are apt to exert a powerful i ence upon production, prices, the hours of labor, the regulation of apprentices and to support their members in all the different phases of life.

"3. The combat through which they have naturally to go with the organ power of capitalism leads them to recognize that all trade unions must form great, powerful body; the solidarity of the interests of all is proclaimed, the wor mutually assist each other. Soon the fact will be recognized that the entire sys of production rests upon the very shoulders of the laboring class, and that if workers only display their firm determination and exert their power a new sys based upon justice might be easily introduced. Arrayed against the powe capitalism and its minions stands the power of the laboring masses, self-reli and conscious that they possess the power with which to overwhelm their anta nists.

"4. There is no power on earth large enough to resist the will of such a majo if it be enlightened in regard to its rights; it will accomplish its aims and obje irresistibly. The right of nature is upon its side. The earth, together with al wealth, belongs to mankind. The results and triumphs of civilization have b achieved through the course of thousands of years and with the assistance of nations. The organized workers will come to carry into reality these princip and they will establish a state of affairs under which everyone will enjoy fruits of his labor."

The declarations of principles of the Amalgamated Glass Workers and the Wo Workers are the same, word for word, with two or three exceptions. Those the Brewery Workers and the Bakers are the same in substance, phrase for phra though with a different choice of words. The differences seem to be differen of translation from the German.

The Union of Textile Workers has especial reason to desire action upon t subject of child labor, because its members are largely in the South, where orga ization is weak, factory legislation is backward, and the exploitation of child lab is universal. At the convention of 1900 it passed resolutions in favor of the prohi tion of the labor of children under 14 years old in any manufacturing establis ment, mine, workshop, or the like, and in favor of compulsory education accordi to the laws of Massachusetts.

The union urges its members to "strive to secure legislation in favor of t wealth producers of the country," and provides that all discussions and resolutio in that direction shall be in order at any regular meeting, though party politi must be excluded.

Convention.—The convention meets annually in May. Each local is entitled t 1 delegate for each 100 members or fraction thereof. The mileage and expens of delegates are paid by their locals. The president and the secretary-treasure are required to attend the convention, and their expenses are paid out of the ge eral treasury.

Constitutional amendments.—The constitution may be amended in the conventio by a two-thirds vote. It is recommended that proposed amendments be submitte to the general secretary-treasurer at least 20 days before the convention, so that h may lay them before the locals.

Officers.—The officers are a president, five vice-presidents, a secretary-treasurer and two general organizers. By action of the convention of 1901, one vice-presiden must be elected from the woolen industry, one from the carpet and jute industry one from the silk industry, and one from the Northern and one from the Southern cotton mills. One of the organizers must come from the North and one from the South. All the officers are elected by the general convention by ballot, and a majority of all votes cast is necessary to an election. The general executive council has full power to direct the affairs of the union in the interval betwee

conventions, including the power to indorse strikes and to levy an assessment, when it is necessary, to carry on the work of the international union or to aid a union on strike. It also has power to hear all appeals and grievances.

District councils.—The Textile Workers' Union permits the establishment of a district council in any manufacturing center where 2 or more local unions exist. Elsewhere in the constitution it is said that 3 unions in one vicinity may form a district council.

Membership.—The only qualification prescribed by the constitution of the International Union of Textile Workers is that the candidate "must have been a textile worker."

Finances.—The per capita tax is 5 cents a month. The initiation fee is usually $1. The local dues are usually 50 cents a month. The president recommended in his report to the convention of 1900 that the national organization be strengthened by an increase of the per capita tax. On a proposition to raise the tax from 5 cents to 6 cents a month the vote was—yeas, 37; nays, 28. So the motion was lost, as a two-thirds vote is required to amend the constitution. The convention, however, authorized the national president to levy an assessment of 5 cents a member a week to support a strike or lockout, and also authorized the executive committee to levy an extra assessment in case of a lockout where a new union was being established. The convention of 1901 limited assessments to 2 cents a week and to 4 months in a year.

The constitution forbids the use of funds of the union for loans or for political purposes.

Strikes.—The Textile Workers' Union provides that when any difficulty arises the members aggrieved shall lay the case before their local union or district council, and this body shall try to adjust the dispute through a conference committee. No strike requiring assistance from the international union can be declared except by a two-thirds vote, by a secret ballot, of the members present at a meeting held to consider the grievance, after due notice to all members. When such a vote has been passed, the general secretary of the international union must be notified, and if the general executive committee deem it necessary, he is to deputize a member to visit the scene of the difficulty and try to settle the dispute by arbitration. If this fails, final report is made to the general executive committee, and they have power to sustain the action of the local union or district council, provided the body affected has been for 6 months connected with the international union. It may then pay such benefits as the funds of the organization permit.

Hours of labor.—The convention of 1900 instructed the secretary-treasurer to make a request of all manufacturers of textile fabrics to concede a workday of not more than 10 hours, to take effect not later than May 1, 1901. This action had no important visible result, but the results of the agitation are likely to appear hereafter.

TRUNK AND BAG WORKERS' INTERNATIONAL UNION OF AMERICA.

History.—The Trunk and Bag Workers' International Union of America was organized in 1895. In July, 1900, the secretary reported 7 locals and 333 members. The number of locals and members in previous years is given as follows:

December 31—	Locals.	Members.
1898	3	45
1899	3	49
1900	6	249
1901 (June 1)	6	290

Convention.—The convention meets biennially between December 25 and January 1. Each local is entitled to one delegate. No member of the executive board is eligible. Every delegate must have been a member for 1 year unless his local has been formed within that time. Members not in good standing and members whose names have been on the black list are ineligible. Each local bears half the expense of its delegate: the other half is paid from the general treasury.

Constitutional amendments.—The constitution may be amended only by a two-thirds vote of all the members. The constitution provides that the union shall not be dissolved while there are three dissenting unions; "nor shall this section be subject to any alteration whatever."

Officers.—The officers are a president, a vice-president, and a secretary-treasu These officers also constitute the executive board. The president and the secret must live at different places. The secretary is paid $5 a month. All the mem of the board receive $2 a day for actual time lost in attending meetings of board. The executive board has power to decide all questions and disputes, s ject to appeal to popular vote of the members. The officers are elected by convention and a clear majority is necessary to elect.

The executive board has power to appoint organizers at a salary not less th $1 a day, with an allowance for expenses of $1 a day and railroad fare.

Membership.—Any person who has served the term of 3 years in the trunk a bag industry is eligible to membership. This includes members of cooperat factories, and manufacturers who employ no journeymen.

Apprentices.—Each shop is entitled to 1 apprentice for every 4 journeymen. B can not enter as apprentices under 14 years of age.

Discipline.—Fines may be levied by local unions up to the amount of $25. Lar fines must be submitted to the executive board for approval.

Finances.—The charter fee is $9. This includes the cost of seal and certain s tionery. The per capita tax is 15 cents a month. The initiation fee may not more than $3 nor less than $1, and the dues are uniformly 10 cents a week. Du and assessments are paid by the stamp system. Any member who fails to p dues or assessments for 12 weeks is to be suspended, unless he is out of emplo ment, and when so suspended he is subject to a reinstatement fee of $2. Loca are liable to suspension when 30 days delinquent in payment of per capita tax.

Strikes.—All applications for permission to strike are to be submitted to t executive board, and strike pay can not begin before the day on which the exe tive board approves the application. Strike pay is $5 a week for the first 8 week and thereafter $3 a week during the continuance of the strike. A union who application to strike has not been approved may not make a second application f the same cause during the next 3 months.

If a committeeman is discharged while performing his duty he is entitled strike benefit from the time of his discharge.

Union label.—The union label was adopted in July, 1898. The first issue of it said to have been made in January, 1900. In June, 1901, the secretary-treasur reported that 4 manufacturers were using the label, and that about 4,000 labe had been issued.

CHAPTER V.

LABOR ORGANIZATIONS IN THE PRINTING TRADES.

INTERNATIONAL TYPOGRAPHICAL UNION OF NORTH AMERICA

History.—The International Typographical Union has had a longer continuou history as a national organization than any other in the country. It was organ ized in 1850, took the name of the National Typographical Union in 1852, an became the International Typographical Union in 1869. Its growth has bee steady and constant, and it has long been recognized as a type of a strong labo organization.

The average number of paying members for each year, ending June 30, sinc 1890, is as follows: 1890, 24,194; 1891, 25,165; 1892, 28,187; 1893, 30,454; 1894, 31,379 1895, 29,295; 1896, 28,838; 1897, 28,096; 1898, 28,614; 1899, 30,646; 1900, 32,105; 1901 11 months, to May 31, 34,948. The union received per capita tax on 38,646 mem bers during the month of January, 1901.

It will be seen that the union grew rapidly from 1890 to 1894. In the next fiscal year it gained the 1,100 or 1,200 members of the German-American Typographia, whose amalgamation with the International Typographical Union took effect July 1, 1894. In spite of this its average membership fell more than 2,000. This was partly through the hard times and partly through the departure of the pressmen and the bookbinders. Since 1898 there has been again a rapid increase, and the

rganization is now larger than ever before. The following table shows the proortion of unions and members belonging to the different branches of the craft rganized in the International Typographical Union:

ocal unions and members of International Typographical Union; years ending June 30 up to 1900; in 1901, May 31.

Branches.	Number of unions at end of year.			Average membership for whole year.		
	1899.	1900.	1901.	1899.	1900.	1901.
Typographical unions	341	380	412	27,673	28,864	31,600
German-American Typographia	22	23	21			
Stereotypers and electrotypers	42	42	50	1,431	1,459	1,578
Photoengravers	19	19	19	843	861	635
Mailers	11	12	15	502	555	626
Typefounders	3	6	6	140	282	441
Newspaper writers	4	8	6	57	84	68
Total	442	490	529	30,646	32,105	34,948

The typographical unions are made up of compositors working in English, with a few of the other languages, not including German. The German compositors are in the German-American Typographia. It will be seen that nearly four-fifths of the unions are those of the English compositors, while the number of members of the compositors' unions, including the German-American Typographia, is nearly nine-tenths of the total number. The organizations of Stereotypers and Photoengravers are relatively strong, these branches employing comparatively few men. The mailers are less effectively organized, while the attempt to organize reporters and newspaper writers in connection with the Typographical Union has so far met with comparatively little success.

The German-American Typographia has so high an organization, under its own laws, that it is treated separately below (pp. 100, 104).

The members of the minor crafts within the organization still display the same uneasiness which led to the secession of the Pressmen and the Bookbinders. In the convention of 1900 the Stereotypers' and Electrotypers' District Union asked to be allowed to withdraw from the International Typographical Union and establish a separate international union. The request was denied.

Triple alliance—Pressmen and Bookbinders.—There have been considerable dissensions from time to time between different branches of the printing trades. In former years all the employees of printing and binding establishments, so far as they were organized, were usually members of the International Typographical Union. The great preponderance of the compositors necessarily gave them control of the common organization. The less numerous crafts believed that their interests were often neglected for the interests of the ruling trade. The pressmen were the first to start a formidable movement for secession. They established the International Printing Pressmen's Union in 1889. In 1892 the International Brotherhood of Bookbinders was formed. The early 90's were a period of constant conflict between these new organizations and the Typographical Union, which still claimed jurisdiction over bookbinders and pressmen. It was not until 1895 that peace was brought about. A truce and a treaty of alliance were made, to take effect January 1, 1896. This "tripartite" agreement, with amendments adopted in 1897, and in March, 1901, is still in force.

Each party agreed to abandon all pretense of right to organize persons engaged in any branch of the business controlled by either of the other parties. This was, of course, a restriction upon the Typographical Union, which had claimed jurisdiction over the whole force of printing offices. The Typographical Union desired to establish joint defense funds and to form a strong alliance, but this was defeated by the action of the other organizations. If a dispute arises between the allied unions it is agreed to refer it to a board of arbitration of three members, one chosen by each union.

Grievances which require joint strikes must be decided by the executive boards or councils of the several international unions. A united request for action of the central authorities must first be made by local unions representing each international union. The international presidents must then be notified, and must visit the place in person or by proxy and try to effect a peaceable settlement. If they fail they must report to their respective executive councils. For the purpose of action in such cases the executive councils of the several international unions

must have an equal number of members. If a majority of the executive council taken together believe that a strike is absolutely necessary, the presidents must again try to effect a settlement, and if still unsuccessful they are to order a strike of all members of the three unions in the offices affected. When a joint strike has been inaugurated the whole burden of strike pay for the first 8 weeks is placed upon the union from whose dispute the strike arose. The rate is $7 a week for married men or heads of families, and $5 a week to single men or women. After 8 weeks beneficiaries must apply to their own unions for further relief. Strikes may be declared off by a majority vote of the executive councils. Any local union may strike without the consent of the united local unions in the place, but in this case the allies are under no obligation to assist, except by refraining from filling the places of the strikers.

The relations between the three organizations under this agreement have not always been harmonious. The use of the label of the allied printing trades councils has caused frequent difficulty. This subject is referred to below, under the head "Union label." The officers of the Typographical Union complain that the equal representation of their body with the much smaller organizations of the pressmen and bookbinders in the formation of local and international strike committees and allied councils is an injustice to the compositors, and that they, as the oldest and strongest organization, are often compelled to take up the fight which the weaker organizations are unable to carry on themselves. It is also declared that, while the tripartite agreement requires the Typographical Union to induce nonunion pressmen and bookbinders to join the unions of their crafts, the agreement does not require the pressmen and the bookbinders to return the compliment, and it is in fact not returned. The smaller organizations, on the other hand, declare that they do insist that compositors join the Typographical Union and they attribute the continual friction to the domineering attitude of the Typographical Union.

The trouble appears to be at bottom the same which made it hard to unite the large States and the small under the Constitution of the United States. The small States—the Pressmen and the Bookbinders—want common affairs to be controlled by a board in which each organization shall be treated as a unit and shall have equal powers. The large State—the Typographical Union—wants power to be proportioned to membership. The latter principle, strictly carried out, would give the compositors absolute control of the whole force of the printing offices. The former would subject the majority of the workmen, as members of the Typographical Union, to the control of a comparatively small minority.

The amendments of 1901 establish a joint board of appeals, consisting of the presidents of the three international unions. This board has power to charter the allied printing trades councils and to enact rules for the government of them. It also has power to hear appeals from the action of the councils. The new amendments also provide more definitely for the regulation of the allied trades label. These provisions are given in greater detail below (pp. 98, 99).

Allied Printing Trades Councils.—Allied printing trades councils had been established in many places before the Tripartite Alliance of 1895 was formed. They customarily consisted of three representatives from each local union in the place, connected either with the International Typographical Union, the Pressmen, or the Brotherhood of Bookbinders. The Tripartite agreement assumed the existence of these bodies, but did not undertake to regulate them and did not mention them except in connection with the union label of the allied printing trades. The amendments of March, 1901, provided a constitution for them. They are to be composed of members of the three international unions "and such other organizations affiliated with the American Federation of Labor as may obtain the unanimous consent of the joint board of appeals to their admission." Each council is to be composed of three delegates from each local union entitled to representation. The joint committee which framed the amendments agreed that where there are two or more locals connected with the international unions they shall be compelled to form an allied printing trades council, and that where such a council exists all eligible locals shall be compelled to join it. The enforcement of these rules is necessarily left to the international unions severally. It was enacted by the joint committee that when an allied printing trades council is formed it must, within 60 days, apply to the joint board for a charter.

Linotype machinists.—One of the most troublesome and persistent of jurisdiction disputes has existed for some years between the Typographical Union and the Machinists' Union over the control of the machinists who are employed in printing offices to keep the linotypes in order. At the American Federation of Labor convention of 1895 a petition was presented from some linotype machinists in Brooklyn, who desired a local charter direct from the American Federation of

abor, and said that they desired to join the Typographical Union, "but were pposed and prevented to a certain extent by the International Association of lachinists." The officers of the Federation had declined to grant the local charter, dvising the men to join either the Typographical Union or the Machinists. The onvention declined to interfere at that time.[1]

The Machinists afterwards adopted a resolution authorizing the organization of inotype machinists into separate lodges wherever 10 or more were employed in ne city. Several such lodges were formed. Some linotype machinists joined the rand lodge, under the individual-membership law, in places where the machinists had no lodge.[2] The International Typographical Union, however, in 1898 adopted a rule that after July 1, 1899, all machine tenders in printing offices should be members of the Typographical Union. This attempt to shut out members of the Machinists' Union from the care of linotypes, unless they would join the Typographical Union also, brought the long-standing dispute to a head.

In the American Federation of Labor convention of 1898 the representatives of the Machinists introduced a resolution declaring it to be the sense of the convention that all machinists, in printing offices or wherever employed, should be under the jurisdiction of the International Association of Machinists. Though this resolution seems to agree with the principle of organization by trades which the Federation has always maintained, the convention did not venture to take such action, but resolved: "While the policy of the American Federation of Labor has always been to uphold an affiliated organization in the rightful exercise of its trade jurisdiction, we strongly recommend the International Typographical Union and the International Association of Machinists to make still another effort to settle the question. * * * either by agreeing to arbitration by an impartial tribunal of trades-unionists, or such other means as may present themselves."[3]

The convention of the Federation in 1899 recommended that a committee of arbitration be formed, consisting of three members of the Typographical Union, three members of the Machinists, and three disinterested trades-unionists, appointed by the executive council of the Federation, to investigate the dispute. It was not proposed that this committee render any authoritative decision.[4] The executive council accordingly appointed a committee, and the Machinists appointed one. The Typographical Union declined to do so, but insisted on maintaining the position which it had taken.[5] It had possession of the field, and proposed to keep it.

The American Federation of Labor convention of 1900 expressed deep regret that the Typographical Union did not accept the desire of the Federation that the dispute be submitted to a fair tribunal for adjustment, but admitted that the Typographical Union was within its constitutional powers, and pledged the services of the Federation for further mediation between the two unions. The committee which reported on the matter expressed the opinion that the broad principles on which the controversy between the Brewery Workmen and other unions had been decided would have to govern this case also.[6] There seems to be no logical escape from this position. The decision in the brewers' case substitutes the principle of organization by industries for that of organization by trades. If this is adhered to, the claim of the Typographical Union to control the printing-office machinists must apparently be conceded.

District organizations.—The compositors' unions are divided into 16 districts, each of which has an organizer, who does not, however, give his entire time to the work. The stereotypers and the electrotypers throughout the country form a district by themselves, and this district organization has the exclusive right to issue charters to new unions of members of those crafts, and to decide matters relating exclusively to them. The president of this district organization is the second vice-president of the international union. More recently the photo-engravers have formed a similar trade district. The president of it is the sixth vice-president of the general organization. Other allied trades belonging to the international union may form such trade districts; but apparently they have not done so as yet, although one of the vice-presidents must be chosen from members of each of these branches.

Relation to other labor organizations.—The printers have always taken a lively interest in trades-union alliances. The convention of 1864 recommended the creation of local federations everywhere, embracing all possible trades. The convention of 1869 renewed the recommendation. That of 1885 proposed to fine anyone who

[1] A. F. of L. Convention Proceedings, 1898, pp. 53, 54.
[2] Machinists' Journal, June, 1899, pp. 331–334.
[3] Convention Proceedings, 1898, pp. 66, 136.
[4] Convention Proceedings, 1899, pp. 142, 145.
[5] A. F. of L. Convention Proceedings, 1900, p. 66.
[6] Convention Proceedings, 1900, pp. 189, 190. See below, p. 274.

willfully violated a boycott ordered by any federation of trades with which typographical union was affiliated.

In 1869 the typographers at Washington took the initiative in a protest agains the reduction of wages in the navy-yards, which the administrative officers enforce in connection with the introduction of the 8-hour day by act of Congress.

It was the International Typographical Union which officially called the Pitt burg congress of workmen, in November, 1881, from which sprang the Federatio of Trades, and in 1886 the American Federation of Labor.[1]

Political attitude.—The general laws of the organization forbid any member to us the name of his union for any political purpose to further his or her persons interests without the consent of the union; but a subordinate union may tak political action where the interests of the craft as a whole may be benefited thereb As a qualification of this latter regulation, however, must be considered the follow ing resolution, adopted in 1892: "The International Typographical Union is no political in character and condemns all action by subordinate unions for th advancement of party ends."

The International Union, however, has adopted a resolution urging the subordi nate bodies to provide for the discussion of the various phases of the labor questio and of other matters of public concern. The union has also from time to tim passed resolutions favoring particular governmental action, such as the initiativ and referendum on constitutional questions, the establishment of postal saving banks, Government control of telephones, telegraphs, and railways, abolition c the contract system on all public works, etc.

"This international body requests the abolition of the contract system in co nection with Federal, State, and municipal public works, and the institution of system whereby such public works will be carried on under the direct supervisio of the Federal, State, and municipal governments, thus saving to the people large revenue which is now absorbed by middlemen."[2]

"Union printers of the United States and Canada, in convention assembled favor in every manner governmental control of the telegraph, railway, and tel phone, and call upon all subordinate unions to endeavor by all possible means t have their Senators and Congressmen work to that end."[3]

"That the International Typographical Union petitions the Fifty-sixth Congres of the United States to enact suitable laws for the establishment and control o the postal savings bank system. That each and every subordinate union in th United States of the International Typographical Union be requested and urge to petition their Senators and Representatives in Congress to urge and vote to legislation establishing said postal savings banks."[4]

The union has been particularly active in advocating Government ownership o the telegraph. It believes that this change is especially important to its mem l er because the conduct of the telegraph companies, and particularly their relatio with the news-gathering agencies, are such, in its judgment, as to restrict th establishment of newspapers, and so to restrict the employment of printers.

In the convention of 1899 a resolution was presented reciting that private pro erty in the natural sources of production and the instruments of labor is the caus of economic servitude and political dependence, and calling upon the members o the union to ally themselves with the Socialist Labor Party. It was proposed tha the resolution be submitted to the referendum, and, when approved, be made part of the constitution. In the brief discussion which followed one of the mem bers said that he was a socialist, but was not a member of the Socialist Labor Part and objected to seeing the International Typographical Union made a tail to th party kite. The resolution was tabled by a vote of 64 to 42.

In the convention of 1900 the following resolution was at first adopted by a vo of 87 to 73, but was reconsidered the next day by a vote of 91 to 61, and defeate

"*Resolved*, That the International Typographical Union emphasizes that it distinctly a class organization, embracing in its membership all workers followin the kindred crafts in the printing industry, who upon the industrial field are anta onized by their employers on every occasion, which fact should impress the mem bers of this organization that to subserve their interests as wage workers it is esse tial that they act as a unit upon the political field, from whence capitalism deriv its power to oppress, and we declare it consistent with the ethics of unionism an the sacred duty of every honorable member of this union to sever his or her affili tion with all political parties of the exploiting class, which are constantly encroac ing upon the liberties of the working people."

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[1] Vigouroux, La Concentration des Forces Ouvrières, pp. 44, 45.
[2] Proceedings, 1892, p. 85.
[3] Proceedings, 1892, p. 100.
[4] Proceedings, 1899, p. 44.

Conventions and constitutional amendments.—The conventions of the Typographical Union are held annually in August. Subordinate unions are entitled to representation according to the following apportionment: Unions with 100 members or less, 1 delegate; more than 100 and less than 500 members, 2 delegates; more than 500 and less than 1,000 members, 3 delegates, and 1,000 or any greater number of members, 4 delegates. Two or more subordinate unions, having a membership of less than 100 members each, have the power of combining and electing 1 delegate if they so desire.

All constitutional amendments are adopted, on the principle of the referendum, by popular vote of the members. Such amendments as are approved by the annual convention are submitted to the general membership. If a majority of the votes cast favor an amendment, it goes into effect. General laws, however, which include some very important features of the work of the organization, may be adopted by the convention itself. The principle of the initiative is also recognized. Whenever 50 subordinate unions petition for the submission of any proposition or constitutional amendment it is the duty of the executive council to submit it to a vote of the membership.

From 1894 to 1898 the conventions were held biennially, and in 1898, for the first time, the officers were elected by popular vote instead of by the convention. There was a strong agitation in 1898 for a return to annual conventions, and also for an increase of the power of conventions at the expense of the powers of the members at large; in particular, for a return to the system of electing officers by the convention. This agitation was attributed, at least by some of the opponents of it, to dissatisfaction with the results of the recent popular election. It was said that the smaller unions lost the chance of getting officers in losing the advantage which their relatively large representation in the convention gives them, and that many delegates from the larger cities were displeased because their favorites were not elected, and felt sure that a different result could have been secured if the choice had been left to the delegates. Mr. Prescott, who had been president for 7 years, but who was not the recipient of the election by referendum, which had just occurred, came out strongly in favor of the maintenance of the referendum principle. He declared that representative government as practiced by the union was farcical; that the system of representation was inequitable, and that delegates in many instances did not pretend to know, to say nothing of representing, the views of their unions; that the mandates of the convention were habitually disregarded by local unions, and that "it was not until the members spoke through the referendum that the international's utterances were deemed worthy of attention or acquiescence."

The convention voted in favor of the complete abolition of the referendum system. It was necessary, however, to submit the measure to popular vote, and on the popular vote it was defeated. The convention was made annual, but no change was made in the system of representation which the president had complained of. The larger unions still have much less representation in proportion to their membership than the smaller.

Officers.—The elective officers of the International Typographical Union, whose terms are 2 years, are a president; a first vice-president; a second vice-president, who must be a practical electrotyper or stereotyper, and who is elected by the stereotypers and electrotypers' trade district union; a third vice-president, who must be a member of the German-American Typographia, elected by the members of that organization; a fourth vice-president, who must be a practical mailer; a fifth vice-president, who must be a member of the Newspaper Writers' Union; a sixth vice-president, who must be a practical photoengraver, elected by the photoengravers' trade district union; a seventh vice-president, who must be a practical type founder; and a secretary-treasurer.

The union also nominates the trustees of the Childs-Drexel Home for Union Printers and an agent whose duties are connected with that institution. The board of trustees is legally a self-perpetuating body, but the candidates chosen by the union are elected by the board, as a matter of course.

The officers are elected in May by the votes of the individual members of the subordinate unions. Any subordinate union may, by a majority vote, nominate one candidate for each of the offices, except that those vice-presidents who must belong to particular allied crafts can be nominated only by unions of their own trades. The secretary-treasurer prepares a ballot containing the names of all candidates for each office, arranged alphabetically, together with the names and numbers of the unions of which they are members. Each member of the union votes by designating his choice with a cross.

With the exception of the president and the secretary-treasurer, those nominees having the highest number of votes on the first ballot are declared elected to the

positions for which they are candidates. If on the first ballot no candidate for president or secretary-treasurer has received a majority of all votes cast, the secretary-treasurer issues ballots containing the names of the two candidates who have received the greatest number of votes, and the subordinate unions hold a second election.

The president and the secretary-treasurer are required to give their full time to the work of the union and to reside at its headquarters at Indianapolis. The president has a casting vote when there is an equal division in the convention. He oversees the operations of the organizers. He may suspend any officer for neglect of duty, and such officer is then tried before a committee of three members of the executive council appointed by the first vice-president. The president is also required to see that the accounts of the secretary-treasurer are properly balanced.

The second, third, and sixth vice-presidents have special powers relating to the branches of the organization by which they are elected. The secretary-treasurer must give bond for $20,000. He must deposit all funds under the direction of the president in responsible banks, and can withdraw them only by check signed by the president and himself. All bills require the approval of the president. The treasurer must balance his books monthly and publish in the Typographical Journal a full statement of receipts and disbursements. An auditing committee inspects his accounts twice a year.

The executive council consists of the president, the first, second, and third vice-presidents, and the secretary-treasurer. The council has general supervision of the business of the union. It decides all questions arising between subordinate unions or between districts, questions relating to strikes, etc. Appeals lie from its decisions only to the convention. The executive council may impeach any officer, and on proper trial he may be disqualified.

The salaries of the officers are as follows: For the president, $1,400 per annum and traveling expenses, confined to actual railroad fare by the shortest possible route and hotel expenses not to exceed $5 per day; first vice-president, $150 and traveling expenses to and from the conventions of the International Typographical Union; second vice-president, $300 per annum and traveling expenses as above; third vice-president, $500 per annum; sixth vice-president, $50 per annum and $4 per diem and legal expenses while engaged in the performance of any work under the direction of the president or the executive council. secretary-treasurer, $1,700 per annum. The compensation of an unsalaried officer is an amount for time lost equal to his earning capacity, or, if unemployed, the regular scale of his union, with hotel expenses not in excess of $3 per day, and first-class railroad fare by the shortest possible route.

Membership.—No subordinate union may admit a person who has not served an apprenticeship of at least 4 years and passed a rigid examination. This provision does not apply to newspaper writers and mailers. The international organization recommends that no one be admitted under the age of 20 years. "A subordinate union has not the right to reject a candidate for membership solely on the ground of having served his apprenticeship in an 'unfair' office; but such union may impose such restrictions, in its discretion, as seem best for the general welfare, upon apprentices entering 'unfair' offices within its jurisdiction, and such apprentices may not be permitted to enter the union until such restrictions are removed or special laws complied with."

The general laws also declare that, "While it is the sense of the International Union that subordinate unions, and they only, have at all times the right of judging of the qualifications of the applicants for admission to membership, it is deemed the true policy of subordinate unions to go to the utmost limits consistent with safety and honor in receiving into membership all 'unfair' printers who make application to that effect, and who evince a desire to again become 'fair' men." A rejected applicant may appeal to the international president, and the action of the local may be set aside if it appears that the applicant has been unfairly treated. Either party may take a further appeal to the executive council.

The obligation which every person must subscribe on being admitted to membership is given here in full, in the belief that it is typical of the obligations usually imposed by trade unions:

"I (give name) hereby solemnly and sincerely swear, or affirm, that I will not reveal any business or proceedings of any meeting of this or any subordinate union to which I may hereafter be attached, unless by order of the union, except to those whom I know to be members in good standing thereof; that I will, without equivocation or evasion, and to the best of my ability, abide by the constitution, by-laws, and the adopted scale of prices of any union to which I may belong; that I will at all times support the laws, regulations, and decisions of

the International Typographical Union, and will carefully avoid giving aid or succor to its enemies, and use all honorable means within my power to procure employment for members of the International Typographical Union in preference to others; that my fidelity to the union and my duty to the members thereof shall in no sense be interfered with by any allegiance that I may now or hereafter owe to any other organization, social, political or religious, secret or otherwise; that I will belong to no society or combination composed wholly or partly of printers, with the intent or purpose to interfere with the trade regulations or influence or control the legislation of this union; that I will not wrong a member, or see him or her wronged, if in my power to prevent. To all of which I pledge my most sacred honor."

"Provisional members" may be received in places where there are not enough printers to organize a local. Printers in such places may make application to the secretary-treasurer of the International Typographical Union, and he is to publish their names in the Typographical Journal. If no valid objection is received within 30 days, he is to issue certificates of membership. Such provisional members pay an initiation fee of $2 and pay the regular per capita tax.

Withdrawal cards.—Members who cease to work at the trade, or who remove from the jurisdiction of a subordinate union, may receive withdrawal cards, which exempt them from dues, and deprive them of office and benefits.

Discipline, nonunion men, etc.—The policy of the International Typographical Union is to unionize individual printing offices thoroughly, by reaching agreements with the employers to abide by the rules of the union and to employ exclusively union men. The union insists that in such offices the foreman shall be a union man and shall have entire control of the office management. Printers seeking work are permitted to apply only to the foreman. The following provisions will show more in detail the practice of the International Union as to the unionizing of offices:

All persons performing the work of a foreman or journeyman at any branch of the printing trade under the jurisdiction of the International Typographical Union must be active members of the local union of their craft, and entitled to all the privileges and benefits of membership: *Provided*, Local unions can prohibit employers from becoming active members of their organizations if they so desire.

It shall be a misdemeanor, punishable by expulsion, for one union man to make application for the position of another union man in any office. Foremen of printing offices have the right to employ help, and may discharge (1) for incompetency, (2) for neglect of duty, (3) for violation of office rules (which shall be conspicuously posted) or of laws of the chapel or union, and (4) to decrease the force, such decrease in newspaper offices to be accomplished by discharging first the person or persons last employed, either as regular employees or as extra employees, as the exigencies of the matter may require. Should there be an increase in the force within 60 days after a decrease, the person or persons displaced through such cause shall be reinstated in the order in which they were discharged before other help may be employed. Upon demand, the foreman shall give the reason of discharge in writing. Persons considered capable as substitutes by foremen shall be deemed competent to fill regular situations, and shall be given preference in the filling of vacancies in the regular force. This section shall apply to incoming as well as outgoing foremen.

Foremen shall not designate any particular day, nor how many days, a man shall work in any one week.

No foreman shall have the right to discharge or discipline a regular for putting on an incompetent "sub:" *Provided*, The foreman has not notified the regular of the "sub's" incompetency.

Where the scale of prices of a subordinate union does not provide an established rate of wages for foremen and assistant foremen, a printer applying for or accepting the situation of any foreman or assistant foreman within its jurisdiction at a less rate of wages than the then foreman or assistant foreman is receiving shall be deemed a rat, and, if a union member, shall be expelled from the union of which he is a member.

Where, through dullness of business or other causes, the position of foreman and assistant foreman (or editor and foreman, both being members of the union) become consolidated, the party retained can not be charged with violating the preceding section of these general laws: *Provided*, He does not accept a lower rate of wages than previously paid to either of the incumbents.

Where it is in the power of a foreman to employ help of the allied trades, and he shall employ a nonunion man in preference to a union man, he shall be fined not less than $5 nor more than $25, and, on the second offense, he shall be subject to suspension or expulsion.

In offices under the jurisdiction of the International Typographical Union the foreman is the only person to whom to apply for work, and any person securing work or attempting to secure work, in any department under the jurisdiction of the foreman, in any other manner than by application to said foreman of the office, shall be deemed guilty of conduct unbecoming a union man, and, upon conviction, shall be suspended for a period of 6 months. The trial for such offense shall be conducted according to the rules and regulations of the local union in which such offense occurred.

The word "rat," which is peculiar to the printers' craft, is practically the same in meaning as the word "scab," used by many unions to designate disloyal members. The general laws of the Typographical Union provide:

"A member of a union engaging to take a situation in the jurisdiction of another union at a lower rate of wages than the scale of prices of the latter union calls for, and failing from any cause to obtain the same, is guilty of 'ratting.'" "When a member has deliberately ratted, it is not necessary that he should be cited to appear for trial, but he may be summarily expelled."

The convention of 1900 adopted a resolution subjecting members to suspension or expulsion for publishing or causing to be published malicious and untrue articles reflecting upon the character, private or public, of any member of the International Typographical Union.

Charges against a member must be made in writing by a member of the union and must be investigated by a committee of five. At the demand of either party witnesses must be sworn before a notary public. The evidence of nonunion men can not be received. No evidence can be considered by the committee except such as is offered at a regular hearing at which all parties interested have been notified to be present. If the committee finds the charges sustained, wholly or in part, the accused has the privilege of defending himself before the union. The secretary then reads the judgment of the committee and the president submits it to vote. A two-thirds vote of the members present is necessary to convict. If the accused feels that injustice has been done him by his local, he may appeal to the International Union. Pending a decision by the international president or executive council, no penalty is to be inflicted, unless the trial was for defalcation or for deliberate ratting. In such cases the decision of the local is to be immediately enforced.

Female members.—The International Typographical Union seeks to bring into the organization all women engaged in branches of the printing trades. The complaint is made repeatedly that various offices take advantage of the supply of female labor to cut wages, to the injury both of the women and of the men of the craft. A provision of the constitution accordingly directs all subordinate unions at the earliest possible moment to organize all female help within their jurisdiction. It is also declared that any office refusing to comply with this regulation is considered an unfair office and placed under the ban of the union.

"Equal wages shall be paid for the same work to both sexes employed in any union office in the jurisdiction of any subordinate union within the jurisdiction of this international body."

Apprenticeship.—The period of apprenticeship is fixed at 4 years, except for newspaper writers, mailers, and type founders.

The constitution says: "Apprentices, upon entering offices under the jurisdiction of the International Typographical Union, shall be registered by local unions. A record shall be kept of such apprentices and a certificate issued to each, which certificate shall be presented to the union where application is made for membership as a journeyman.

"It is enjoined upon each subordinate union to make regulations limiting the number of apprentices to be employed in each office to one for such number of journeymen as to the union may seem just; and all unions are recommended to admit to membership apprentices in the last year of their apprenticeship, without the privilege of voting, and exempt from the payment of dues for that year, to the end that upon the expiration of their terms of apprenticeship they may become acquainted with the workings of the union and be better fitted to appreciate its privileges and obligations upon assuming full membership: *Provided*, They shall be required to take an obligation pledging themselves to maintain the secrecy of the organization in which they desire membership."

Finances.—The revenue of the International Typographical Union is mainly derived from a per capita tax of 30 cents a month. Of this amount one-sixth goes to the general fund, to defray the expenses of the union; one-fourth is placed as a defense fund to the credit of the executive council; one-fourth is placed to the credit of the burial fund, and one-third to the credit of the endowment fund of the Childs-Drexel Home for Union Printers and Allied Crafts. A proposition to increase the per capita tax to 40 cents a month, provide a reserve fund, and increase the burial benefit, carried in the convention of 1900, was defeated in the referendum by a vote of 8,517 to 4,822.

There is no provision in the constitution for the levying of assessments for the defense fund or for other purposes. Nevertheless, by special vote of the members, assessments are levied from time to time. Thus the money for the erection of the Union Printers' Home was largely obtained by special assessments, while a large assessment was also levied in 1892 and 1893 for the support of a great strike at Pittsburg, and another in 1899–1900. The chief source of revenue, however, is the per capita tax. There are some incidental receipts from the sale of the Typographical Journal and of supplies, and from other minor sources, but out of a total of $871,272 received during the 9 years from 1890 to 1898, inclusive, $643,135 came from the per capita tax, and about $134,000 from assessments.

A new system of collecting dues took effect on January 1, 1901. Adhesive stamps of a face value equal to the monthly per capita tax, and also working cards with stamps of equal value printed on them, are issued by the International Typo-

graphical Union. Locals may choose to use either the adhesive stamps or the working cards; but every member must have either an international working card for the current month or a card to which international due stamps showing all dues paid up to and including the current month have been attached. Otherwise he is to be regarded as delinquent to the International Union and not entitled to any benefits. Any member who counterfeits or imitates the due stamp or working card, or knowingly uses counterfeits or imitations, is to be fined not less than $50, or expelled, as the circumstances may warrant.

The following table shows the expenditure from 1889–90 to 1899–1900. The items do not include all of the expenditures, a few minor sums being omitted. The figures, however, give a fair comparison of the various objects of expenditure and of the total expenditures for the different years. The end of the fiscal year was changed in 1901 from June 30 to May 31. In consequence the year 1900–1901 contains only 11 months.

Expenditures, International Typographical Union.

	1889-90.	1890-91.	1891-92.	1892-93.	1893-94.	1894-95.
Strike and lockout benefits	$12,866	$19,089	$50,828	$48,467	$33,884	$24,757
The Typographical Journal	1,263	3,242	4,033	4,539	5,700	5,526
Officers' salaries	3,562	3,700	3,875	4,000	4,651	4,455
Organizing expenses	233	540	468	470	1,054	1,080
Printing proceedings and constitutions	1,567	2,203	3,167	3,360	2,393	1,242
Burial benefits	.....	.....	11,500	21,950	25,500	23,090
Sundry office expenses, printing, etc.	2,789	2,780	3,513	4,029	5,537	4,795
Printers' Home fund	.....	21,548	30,110	28,997	20,923	18,307
Total	24,568	57,296	112,118	120,984	108,960	89,650
Membership	24,194	25,165	28,187	30,454	31,879	29,295
Expenditure per capita	$1.01	$2.19	$3.98	$3.97	$3.47	$3.06
Expenditure for administration of per capita	.34	.37	.39	.40	.43	.39
Amount spent for administrative purposes out of each $1.00 of total expenditure	.33	.16	.10	.10	.13	.13

	1895-96.	1896-97.	1897-98.	1898-99.	1899-1900.	1900-1901.
Strike and lockout benefits	$23,329	$33,676	$24,075	$26,967	$91,394	$25,539
The Typographical Journal	11,381	12,990	12,268	10,337	8,167	7,674
Officers' salaries	4,250	4,174	3,934	4,414	4,063	3,759
Organizing expenses	3,241	1,381	1,953	1,413	1,436	219
Printing proceedings and constitutions	.....	1,304	97	2,043	1,682	1,224
Burial benefits	22,674	23,700	23,040	25,800	25,140	25,245
Sundry office expenses, printing, etc.	6,320	6,044	6,373	6,724	14,411	10,655
Printers' Home fund	18,193	34,793	35,415	37,618	38,691	38,640
Total	93,210	125,162	111,978	123,502	185,034	118,348
Membership	28,338	28,096	28,614	30,646	32,105	34,948
Expenditure per capita	$3.23	$4.45	$3.92	$4.03	$5.76	$3.39
Expenditure for administration, per capita	.48	.46	.43	.48	.67	.45
Amount spent for administrative purposes out of each $1.00 of total expenditure	.15	.10	.11	.12	.12	.13

Under strike and lockout benefits are included the expenses of officers and organizers in settling difficulties.

The membership given is the average paying membership for each fiscal year as shown by the aggregate per capita tax.

The expenditures for administration include officers' salaries, organizing expenses, printing proceedings and constitutions, and sundry office expenses.

It will be seen that there was a great increase in the outlay of the organization, beginning in the years 1890 to 1892. It was at this time that the system of burial benefits was established. The Printers' Home fund first became a regular item of outlay about the same time. The expenditure in support of strikes has been materially greater since 1891 than before. These new sources of expenditures necessitated an increase in the monthly per capita tax about 1892. The per capita

expenditure for the year 1889–90 was only $1.01. For 1891–92 it was $3.98, on an increased membership. Since the latter year it has varied from $3.06 in 1894–95 to $5.76 in 1899–1900.

Much the greater part of the expenditures of the Typographical Union are in the nature of benefits to its members. Thus, for the 10 years from 1889 to 1898, out of a total expenditure of $994,714, the amount paid for strike and lockout benefits was $297,844, or nearly 30 per cent; the amount paid for burial benefits was $177,255, or nearly 18 per cent; while the Printers' Home fund called for an expenditure of $245,908, or nearly 25 per cent. These three items together amount to $721,000, or over 72 per cent of the total outlay. A considerable portion of the remaining expenditure is for the printing of the Journal. The actual expenses of administration have been moderate, ranging from 34 to 67 cents per capita, and, for recent years, from 10 to 15 per cent of the total expenditure.

Benefits.—The Typographical Union provides a strike benefit of $7 per week for married men and $5 per week for unmarried men. The local unions frequently have sick benefits, but none are paid by the International Union. On the death of a member in good standing the International Union pays a burial benefit of $65. Before 1900 the amount was $60. This payment is supported by the appropriation of one-fourth of the international per capita tax, amounting to 7½ cents monthly. Local unions often have additional death benefits.

The annual payments from the burial fund since its establishment in 1891–92 have varied from $21,950 to $25,800. (See table of expenditures.)

Local benefits.—The local unions often have benefit systems much more comprehensive than that of the national union. Typographical Union No. 6, of New York, may be mentioned as a type. This union, widely known as "Big Six," has a membership of about 5,000. Its great size results from the rule of the International Union that only one union of compositors speaking English and engaged on English work can be formed in one city. The following is a condensed statement of the receipts and expenditures of Typographical Union No. 6, for the fiscal year 1899–1900:[1]

RECEIPTS.

Dues and assessments	$76,401.51
Special strike assessments	98,059.39
Initiation and reinstatement fees and fines	1,668.30
From International Typographical Union on account funeral benefits	4,380.00
Donations from sister unions	4,646.62
Total from above and all other sources	185,801.25

EXPENDITURES.

General expenses—salaries, rent, printing, etc	$12,789.42
Out-of-work benefits	38,001.70
Per capita tax	20,469.35
Funeral benefits	9,847.82
Strike benefits and expenses	102,705.94
Total for above and all other purposes	186,828.23

In Denver an Allied Printing Trades Benefit Association has been organized, to which members of any of the allied printing trades in Denver are eligible. The members are divided into 3 classes, paying, respectively, 40, 50, and 60 cents a month, and receiving, respectively, in case of sickness, $6, $8, and $10 a week for 12 weeks after the first. For the first week of sickness members in all classes receive only $1. The association has paid $1,026 in benefits in 3 years, and at the close of the third year had $1,363 in the treasury.[2] This, however, is a voluntary association, distinct from the union organization.

Union Printers' Home.—A peculiar feature of the work of the International Typographical Union is the home for union printers at Colorado Springs. The establishment of such a home was discussed many years ago. In 1882 a committee was appointed by the organization to investigate the subject. Nothing was done, however, until 1886, when Mr. George W. Childs and Mr. A. J. Drexel, of Philadelphia, gave $10,000 to the International Typographical Union, to be used at its discretion. The union decided to employ this money in erecting a home for printers. The

[1] Typographical Journal, September 1, 1900, p. 195.
[2] Typographical Journal, February 15, 1901, p. 147.

money was allowed to accumulate at interest for several years, and was increased largely by assessments on the members of the organization and by minor contributions. In 1889 the Board of Trade of Colorado Springs offered to deed the union 80 acres of land near that city for the home, and the offer was accepted. The building was begun in 1891 and was open for use on May 12, 1892. The cost at the date of completion was $70,114. The main building is all white lava stone, 144 feet long by 44 feet wide, with a wing 20 by 40 feet.

Such a large proportion of the inmates of the home were found to be afflicted with consumption that it was deemed wise to house them in a separate building. A hospital building was accordingly built, the cost, $13,829, being defrayed by a general assessment.

This home is open to all union printers who are recommended for its benefits by local unions and deemed eligible by the board of trustees. Inmates are required to make no payments and to perform no work or other recompense. The illustrations in the booklet describing the home show that the life must be one of no little comfort.

The running expenses of the home are borne entirely by the members of the International Typographical Union, one-third of the per capita tax being set aside for that purpose. The annual outlay has varied from $18,000 to $39,000.

There has been some complaint by a number of members of the organization that the Printer's Home is unduly expensive and that it is not the most satisfactory method of relieving the sick and needy members of the organization. This opinion was strongly expressed by the president of the union in his annual report to the convention of 1898. The superintendent of the home, however, in his report for 1899 defended the economy of the management. He pointed out that the average cost of maintaining the 72 inmates for the year ending June 30, 1898, was $29.53 each per month, while in 1899 the average cost for the 90 inmates was $27.38 each per month. Commenting on this, he says:

"The argument is frequently made that the Home is more expensive than other institutions of its kind. Assertions of this character are made without due consideration. The total expenditures of the Home the past year were $29,578.65, the average number of inmates being 90, making the cost per inmate per week $6.38. The lack of knowledge displayed by many of our members concerning the affairs of the Home is somewhat surprising. It must be understood that when a member is admitted to the Home he is guaranteed everything that a man requires—clothing, medical attendance, nursing and medicines, shaving and hair cutting, dentistry, first-class table service, first-class transportation, if he wishes to vacate, to the point he came from, and, as above stated, a cash consideration of $26 per year. I would like to know where a man can secure such accommodations for $6.38 per week. Inmates of the Consumptives' Home in Denver pay $9 per week for board, medical attendance, and nursing alone, and I have it from Superintendent Oakes that he came out some $20,000 on the wrong side of the ledger the past year, which was made up by wealthy and charitably inclined people throughout the country."[1]

An idea of the character of the diseases with which inmates are affected, and of the general character and conduct of the inmates, is gained from the report of 1898-99:

"From August 1, 1898, to July 1, 1899, there have been 54 admitted. Of this number 18 suffered from phthisis, 5 from rheumatism, 5 from general debility, 6 from paralysis, 2 from locomotor ataxia, 6 from old age, and 12 from sundry causes, such as hydrocele, blindness, sciatica, loss of limb, etc.

"The general health of the institution has been good. The mortality has been low when we consider the physical condition of the men in the institution. The men all come here well advanced in years or broken down in health, hence we may expect a high mortality rate.

"Of the 13 deaths, 6 were from phthisis, 3 from pneumonia, 2 from cerebral hemorrhage, 1 from accident, and 1 from rupture of aortic aneurism. Outside of the 3 cases of pneumonia, we might say that the deaths were from unavoidable causes. We have felt the need of more hospital room. It will be impracticable to admit many suffering from phthisis during the coming year unless more space is provided for hospital use.

"The conduct of the inmates during the past year has been uniformly good, all seeming to realize that the rules adopted by the board governing the institution are intended for the protection of the majority, and with a few exceptions they have been obeyed to the letter. During the year 71 have been admitted, 14 died, and 11 expelled. Of the latter number 8 were expelled for intoxication, 2 for obnoxious conduct, and 1 for assault and abusive language."

[1] Report of Superintendent of Home, 1899.

The following are the statistics since the opening of the Home in 1892:

Total number admitted	424
Total number expelled	67
Total number died	97
Total number vacated	176
Number at Home July 1, 1901	84

Strikes, authorization.—In case any difficulty arises between a subordinate union and an employer which may result in a strike, the union must notify the international president. He must visit the place in person or by proxy, investigate the cause and endeavor to adjust the dispute. If this is in vain a majority of the executive council may authorize a strike, if it deems it necessary. No money may be spent from the defense fund without such authorization. After this action by the executive council a ballot of the members of the subordinate union must be taken on the question of inaugurating a strike. Only members in good standing for at least 6 months are allowed to vote, and three-fourths of the members present must vote in the affirmative to authorize the strike.

The constitution places even more stringent regulations upon the authorization of strikes involving 2 or more branches of the trades represented in the international union. In a jurisdiction where more than one trade hold charters from the International Typographical Union, they must create a joint standing committee, to consist of 3 members from each body. Its duty is to meet at least once every 3 months and report to the executive council of the International Typographical Union the condition of trade in the city; and to this committee the several trades shall refer the adjustment of difficulties with employers. Failing to adjust any difficulty they shall immediately call upon the president, who shall repair, in person or by proxy, to the city involved, and failing to effect a settlement of the question at issue, he shall proceed as above provided; "and a strike or lockout of any branch or craft of this international union, authorized by the executive council thereof, shall apply alike to each and every union, craft, and individual working under said jurisdiction in the office or concern involved: *Provided*, Should a majority of said unions fail to support a proposition to strike, the aggrieved union may take an appeal to the executive council, and if, after being furnished with statements from all parties concerned, four-fifths of the members of that body think the inauguration of a strike absolutely necessary, the president shall, in person or by proxy, again attempt to effect a settlement with employers, and if unsuccessful, shall, through the officers of the various unions, order a general strike of all members of the International Typographical Union employed by the firm or firms interested, and those disregarding this order shall be forthwith expelled. In case of strike or lockout where more than 1 craft is involved, settlement shall be made by a majority vote of all crafts involved."

No strike may be inaugurated by a subordinate union until at least 1 year after issuance of its charter.

The regulations which govern joint action with the pressmen and the bookbinders are given above (pp. 81, 82).

Benefits.—During an authorized strike those thrown out of work by it are entitled to $7 weekly from the international treasury in the case of married men and $5 weekly in the case of unmarried men. The benefit expires at the close of 8 weeks, unless its continuance be deemed necessary by both the local union and the international executive council. The members receiving benefits are required to report daily and may not refuse to do work at scale rates. The executive board of the subordinate union must make weekly reports of strike disbursements to the international secretary-treasurer.

There is no special constitutional provision for strike assessments. The only instances of the levy of such assessments in support of strikes have been two to aid strikes at Pittsburg; one in 1891–1893, when $64,790 was collected in this way, and one in 1900, when about $32,000 was collected.

The amount paid for strike benefits from year to year since 1889 is given in the table on page 89 above.

Working of strike system.—Although it appears to be the general policy of the Typographical Union to maintain friendly relations with employers so far as practicable, the demand for the exclusive employment of union members and for entire compliance with union regulations frequently leads to conflict. The annual reports of the officers of the union show from 20 to 40 strikes each year, and by no means all of them are successful. In many instances, however, the efforts of the international officers to settle disputes result in the prevention of strikes. The

following extracts from the report of the president for 1899 give statistics as to the strikes and disputes of that year:

"Since November 1, 1898, 19 strikes have been ordered by local unions and the International Union. Of these strikes, 4 were shorter-workday strikes on which the local unions drew no benefit. Of the number, 7 were won, 9 are pending, and 3 were lost. Through the efforts of the organizers and the International officers 5 threatened general strikes were averted and 44 disputes which were reported to headquarters as likely to involve strikes were amicably adjusted."

During the year ending October 1, 1900, 18 strikes were reported to have occurred under the jurisdiction of the International Typographical Union, of which 7 were said to have been won and 11 lost. Four hundred and twenty-three persons were involved, of whom 40 were benefited and 383 were displaced. The cost of the strikes was $83,893.

The officers of the union complain that the local organizations do not bear a sufficient part of the burden of strikes, and that their lack of financial preparation is largely responsible for the failure of strikes in so many instances. Thus the international president, commenting upon the strikes in the year 1897–98, says:

"It will be noted that while the international aided subordinate unions to the amount of nearly $32,000 (a loan of $3,000 to San Francisco union being omitted), the latter expended only $7,500 in combating the same firms. The only possible inference from this showing is that our members have come to regard the defense fund as their main financial support when trouble threatens. This is a delusion to be guarded against, as it may in time prove fatal to some unions. It is a feeling akin to conviction which prompts the opinion that many of those conflicts given as 'lost' would be marked 'won' had the local unions but fought energetically, persistently, and sensibly, aided by a reasonable expenditure of money—that god of industrial battles. Though firmly believing in the international conducting these struggles in all their phases, it would be worse than useless for it to attempt to do so with a defense fund based on a monthly contribution of 7½ cents per member."

The secretary-treasurer makes a similar comment regarding the strikes in the year 1898–99. In that year the amount paid out by the international organization in support of strikes was $19,080, while the amount expended by the locals was only $7,598.

The following extract from the report of the president for 1898 shows his opinion as to the effectiveness of strikes by unions of the compositors:

"The strike as a weapon of organized labor has been greatly abused. Its too frequent use has tended to lessen its effectiveness. Under no circumstances should local unions be permitted to engage in aggressive strikes without complying with all the laws of the international union, and not then unless the union shall have sufficient funds on hand to pay strike benefits and expenses for a period of at least 8 weeks. With a thorough organization, sufficient finances, and the sympathy of the public, strikes are successful. The officers and members of subordinate unions should make great preparation before engaging in a strike. The most important work is to secure hearty cooperation and a prompt response to the call of the union on the part of the men directly affected, and in future local unions requesting the indorsement of strikes will be compelled to first assure the executive council that they have such cooperation, and will be able to call out every man and boy employed in the shop or shops affected. The preliminary work incident to a strike is the most important, and neglect of this work has been, in a majority of cases, the direct cause of the loss of the contest."

Boycotts.—"Subordinate unions are directed to pass by-laws enforcing with fines, suspension, or expulsion the willful violation of boycotts adopted either by them or the International Typographical Union: *Provided, however*, That it be not considered mandatory to enforce boycotts ordered by affiliated trades."

Newspapers have often been subjected to boycotts. The attacks have frequently developed into the secondary form of boycotts upon all advertisers in the prohibited paper, or perhaps more frequently upon particular advertisers who are selected for their prominence or for other reasons. This method of selection is preferred to the method of general attack on the ground that a boycott is weakened by spreading over too much surface.

The New York Sun was boycotted in 1853. The New York Tribune was boycotted by the Federation of Labor in 1884, and the boycott was reaffirmed by the conventions of 1885, 1886, and 1887. In 1887 the Knights of Labor undertook a boycott of the New York Sun to compel it to replace typographical union compositors with Knights of Labor. The Federation of Labor passed a resolution severely condemning this action of the Knights. In 1891 the Federation placed a general boycott on all journals which employed nonunion men. From the middle

of 1899 to February, 1901, the typographical union of New York prosecuted a boycott against the New York Sun with great vigor; and, after peace was supposed to have been made, the struggle broke out again in April, 1901.

A struggle of peculiar complication has recently taken place in Chicago. It began with a strike of the Stereotypers in July, 1898. The Chicago Allied Printing Trades Council, the Chicago Federation of Labor, and the International Printing Pressmen's Union levied a boycott against the Daily News and the Chicago Record. The action of the Allied Printing Trades Council was determined by the votes of the local unions of Web Pressmen, Web Pressmen's Assistants, Mailers, Stereotypers, Photoengravers, and Linotype Machinists. All of these locals, except the Pressmen and Assistants, belonged to the International Typographical Union. The press rooms of the boycotted newspapers had been nonunion for years, though those of the other Chicago dailies were controlled by the Pressmen's Union. The Chicago Typographical Union, No. 16, embracing the Compositors, had entered into a contract with the Chicago Daily Newspaper Association, which took effect on March 20, 1897, and will not expire until March 20, 1902. The Stereotypers were also under a contract with the papers at the time of their strike. The Compositors did not sympathize with the Stereotypers, holding that they had violated their contract and were therefore in the wrong, and the International Typographical Union, though the Stereotypers are members of it, refused to indorse the boycott. When the Pressmen's Union became actively interested in the struggle, it tried to get the boycott indorsed by the American Federation of Labor. The convention of the Federation in 1899 referred the question to the executive council. The executive council, after three months of consideration, declined to sanction the boycott. This action was put on the ground that the greater part of the employees of the News and the Record were members of organized labor—that is, members of Typographical Union No. 16, attached to the International Typographical Union—and that the International Typographical Union had lodged a protest against the boycott. The International Typographical Union ordered all its locals in Chicago to cease hostilities against members of the Daily Newspaper Association. The president of the International Typographical Union requested the various unions to instruct their delegates to the Allied Printing Trades Council to vote to lift the boycott. Up to May, 1901, some of the locals attached to the International Typographical Union had not yet complied with this request, and the boycott had not been lifted. On April 11, the committee of the executive council of the American Federation of Labor selected to arbitrate between the Pressmen and the boycotted papers rendered a decision that the Pressmen officially declare off the boycott. Until the Pressmen shall have taken this action, the decision states, the council is not warranted in attempting to settle any other issue. This decision was not complied with. On the contrary, on April 21, 1901, the Chicago Federation of Labor declared a boycott, in sympathy with the Pressmen, on all newspapers controlled by the Chicago Newspaper Publishers' Association, and on May 5 the Chicago Federation of Labor expelled the delegates of Typographical Union No. 16.

Book publishers are less open to attack by boycott than publishers of newspapers, because they are usually less dependent upon the patronage of trade unionists, and because they are not subject to indirect attack through advertisers. Yet Rand, McNally & Co. and the Werner Publishing Company, who were for some time under the ban, appear to have been brought to terms. The Donohue & Henneberry Company were boycotted by the Federation of Labor in 1896, at the request of the Typographical Union, and this boycott is still in force.

Hours of labor.—The general laws of the Union prohibit members from working more than 54 hours a week where it is practicable for them to obtain a substitute to complete the required number of hours. In practice this rule is, of course, enforced only in such offices as make the regular working week 54 hours, where it applies to overtime. A strenuous effort has been made during the past few years to reduce the hours of labor to a maximum of 54 hours in all offices. The agreement of 1898 with the United Typothetæ of America, provides for a general 9-hour day. This agreement has been carried out with a fair degree of success. The employers still complain that the Typographical Union is not sufficiently strong in some places, especially in the smaller towns, to maintain the standard rates of wages, so that the larger employers in the cities are subject to an unfair competition. Nevertheless most of them have reduced the hours of labor in accordance with the Syracuse agreement. The following extracts from the reports of the officers of the Typographical Union show the progress in this direction. It was said in August, 1899:

"Through the efforts of the various organizers the shorter workday has been secured for a number of towns, and, considering the past 8 months as a criterion by which to judge the future, it is safe to predict that the 9-hour workday will

be an established rule in all branches of the printing trade in every city and hamlet in the country within 1 year from the present date.

"The reports of local unions relative to the enforcement of the Syracuse agreement show that, with few exceptions, the 9½-hour day has been inaugurated. The only city of any size in which the enforcement of the shorter workday met with decided opposition was the city of Pittsburg.

"We have determined that 9 hours shall be the maximum number which any member of our organization shall work per day. We believe that work beyond this number of hours is detrimental to the mental and physical health of the worker. The representative employers of the country and those employers who are not actuated by greed alone have conceded to us the 9-hour day. It is our duty to ourselves, our fellow-workers, and our employers to exert every effort for the purpose of forcing into line the printing establishments throughout the country which are operating more than 9 hours per day, and particularly those that do not pay living wages. It is a fact that every town complained of by employers as having an advantage in the matter of wage scale is poorly organized, and the Typographical Union in those places has met with determined opposition on the part of the employers. A portion of the preliminary work of organization has been performed, and if the International Typographical Union is guaranteed immunity from attack by locals of the United Typotnetæ we will succeed in the next 6 months in making a great step forward in the interests of what is termed by our employers 'wage equalization.'"[1]

"The membership of typographical unions on November 21, 1898, was 27,435, and the number of unions chartered was 317. Of these, 24,967 members and 234 unions were in the enjoyment of the 9-hour day, or working under the Syracuse agreement, being 91 per cent of the membership and 76 per cent of the unions. The 83 unions not having secured the shorter workday include but 2,468 members, an average of but 30 each. As a matter of fact, but 6 of these unions have 50 members or over, 17 range between 25 and 50 members, while 60 unions have less than 25 members each. These unions are widely scattered and owe their delinquency to various causes."[2]

In 1900 the president said:

"As reported to you last year, the Typothetæ offices in Pittsburg and San Francisco repudiated the agreement made between the printing trades unions and the United Typothetæ of America. The Kansas City Typothetæ opposed the efforts of the union to establish an overtime rate for time worked in excess of 9 hours per day, and not only opposed our efforts to equalize wages, but opposed the adoption of a wage scale.

"In a small number of isolated towns our locals did not take prompt action for the purpose of establishing the 9-hour day. In these cases, however, agreements have been signed with employers which provide for the inauguration of the 9-hour day during the present year."[3]

As long ago as 1896 it was announced that 17 unions, out of 297 reporting, had fixed 48 hours as the maximum for a week's work on book and job composition; 1, 51 hours; 19, 53 hours; 1, 53½ hours; 34, 54 hours. On machine composition for morning papers 2 unions had attained a maximum of 36 hours a week; 1, 39 hours; 6, 40 hours; 10, 42 hours; 11, 45 hours; 92, 48 hours. One union had attained a 36-hour week on weekly papers, and 44 others had fixed maxima of 48 hours or less.[4]

A report of June 1, 1901, says: "In newspaper offices the hours of labor range from 36 to 54 per week, the average being 48 hours for machine operators and all composing room employees. The 9-hour day is in vogue in practically all book and job rooms, the exceptions being towns where existing contracts prevent the enforcement of the law or the unions have been recently organized. So general is the observance of the shorter workday that these exceptions are of but passing importance."

In 1899 an expression of the opinion of the members, by referendum vote, upon the establishment at a future time of a "5 day law" was called for by the convention. The vote for such a law was 4,890; against it, 9,261. In a communication in favor of the proposition, which appeared in the Typographical Journal, it was said that the intention of the agitators for a 5-day law was that it should affect only men who were working under a machine scale. The argument for it was based largely upon the displacement of men by typesetting machines and upon the need of making places again for some of them. The writer referred to said: "A great many members voted against this proposition because they could

[1] Report of president, 1899.
[2] Report of shorter workday committee, 1899.
[3] Report of president, 1900.
[4] American Federationist, vol. 3, pp. 30, 31.

do so secretly; but if it came to a rising vote in a meeting they wouldn't vot against these propositions because they wouldn't care to show their selfishness."

Piecework.—The international union recommends time work; but the matter i left to the locals, and in practice the work is largely done on piecework scales.

Speed contests.—The convention of 1900 enacted that no member may engage i speed contests, either by hand composition or on machines, under penalty of a fin of not less than $25 or suspension.[1]

Wages.—The wages are regulated by the local unions, and some locals permit old men to work at less than the union scale.

Typesetting machines.—As late as 1887 the chief organizer of the International Typographical Union was able to congratulate his fellow-members that a machine capable of thinking and reasoning, and so of setting type successfully, had not been invented and did not seem likely to be. Yet the convention of the next year began to take measures in view of the encroachments of machines. By 1893 the president's report said that 282 machines were in use, worked by 550 men; that 453 union men had been displaced by them, and that the places of some of these men had been taken by 41 rats. In that year the convention voted that union typographers must be employed to work the machines, at rates fixed by the local unions. The question of the introduction of machinists also came up in this year.

In 1894 the president said that in spite of the increased use of machines the international union had made a growth of 1,000 members. He declared that 1,450 machines had displaced 3,500 union men, and had changed the position of the rest for the worse. He congratulated the union on its wise policy of accepting the necessity of the introduction of machines, and said that by this means they had been able to maintain themselves under conditions which would have broken up the union if they had attempted an unyielding policy. Twenty-one allied printing trades councils had been formed, despite the vigorous opposition of the master printers, who had wished to deny the right to organize to mailers and others on the ground that their work required no particular technical skill. The typographers needed, said President Prescott, to beware lest the machine put the typographers in the same position.

Mr. Ferguson, secretary-treasurer of Typographical Union No. 6, of New York, found by an investigation at the end of 1896 that machines had displaced 662 typographers in 19 establishments in New York, or more than 38 per cent. President Prescott estimated about the same time that the machines had displaced about 2 men in every 5, allowing for the increase which had taken place in the production of printed matter on account of the lowering of the price. In the 19 establishments investigated by Mr. Ferguson the linotype with 1 man set up 22,000 to 35,000 ems in 8 hours—generally 24,000 to 28,000. Other machines, run by 2 men, set from 40,000 to 43,000 ems in 8 hours. In a competition in 1871, the first prize went to a compositor who set 1,800 ems in an hour, and the second to one who set about 1,700; the third did not set 1,650. According to George Chance, president of Typographical Union No. 2, of Philadelphia, a good compositor can hardly set 1,200 ems an hour regularly.[3] If this estimate is correct, 1 man with a machine would do more than 2 men, perhaps as much as 3 men, by hand.

The following are the chief provisions of the laws of the Typographical Union as to typesetting machines:

"The International Typographical Union demands that in all offices within its jurisdiction, where typesetting machines are used, practical union printers shall be employed to run them; and also that subordinate unions regulate the scale of wages and the time on such machines.

"In machine offices under the jurisdiction of the International Typographical Union no person shall be eligible as a 'learner' on machines who is not a member of the International Typographical Union. The time and compensation of 'learners' shall be regulated by local unions. Regularly employed apprentices in machine offices shall be privileged to practice on machines during all of the last three months of their apprenticeship. All laws conflicting with the provisions of this section are hereby repealed.

"No member of a subordinate union shall be allowed to accept work in any newspaper or job printing office where a task, stint, or dead line is imposed by the employer on operators of typesetting devices. Any infraction of this provision shall be punished by expulsion.

"All machine tenders shall be members of the International Typographical Union, and the local unions shall provide and maintain a scale covering such posi-

[1] Typographical Journal, January 15, 1900, p. 71; February 1, 1900, p. 104.
[2] Typographical Journal, September 1, 1900, p. 186.
[3] Vigouroux, La Concentration des Forces Ouvrières, pp. 37-40.

tions, and they shall at all times be under the control and amenable to all laws and regulations of said local unions: *Provided*, That assistants or helpers employed by foremen to assist machine tenders shall be journeymen members of the local typographical union, and the local union shall provide and maintain a scale covering such positions: *Provided further*, That such apprentices shall not be considered as in conflict with the number already allotted by local laws: *Provided further*, That this shall not be construed as applying to those now working as machine tenders' helpers or apprentices."

It has happened in many trades that the introduction of machinery has allowed the employment of a less skilled class of workers, and that the operators of machines have occupied a weaker economic position than their hand-working predecessors. The Typographical Union is able to say, however, in its report of June 1, 1901, that machine operators receive higher wages and work shorter hours than hand compositors. Perhaps the extreme example of the shortening of working hours is that of the Hebrew machine operators of New York City, who have reduced their working week to 24 hours—4 hours a day. The union remarks that in the exceptional cases where the wages of machine operators are low and their hours comparatively long the machines in use are other than linotypes. The implication seems to be that the shortening of hours and the raising of wages which it has been possible to effect bear some relation to the efficiency of the machines. A comparison of the course of events in the printing trade with that in other trades where machinery has been introduced seems to compel the conclusion, however, that much of the economic success of the printers is due to the exceptional wisdom with which the problem of machinery has been met.

The following tables and remarks are from the report of the union published June 1, 1901. The data are admittedly incomplete, because of the failure of a few local secretaries to fill out their reports properly.

Machines in union and nonunion offices.

Make of machines.	Union offices.		Nonunion and open.		Total in union offices.	Total in nonunion offices.
	Newspaper.	Book.	Newspaper.	Book.		
Mergenthaler	3,289	526	598	155	3,815	753
Thorne	40	16	17	23	56	40
Empire	4	27	1	12	31	13
Rogers	65	10	5	.....	75	5
McMillan	.....	2	1	.....	2	1
Simplex	26	6	7	2	32	9
Lanston	.....	44	40	10	44	50
Monoline	38	4	6	.....	42	6
Unitype	1	.....	.....	.....	1	.....
Total	3,463	635	675	202	4,098	877

Percentage in union offices, 82¼.

Even a better showing is made in the ensuing schedule of machine operators and machine tenders. A greater number of machine operators are members of the union than there are machines in union offices, for the reason that some union operators are employed in open offices. The table demonstrates the correctness of the claim of the International Union that it controls practically all machine tenders and operator machinists.

	Union.	Non-union.	Total.	Per cent union.
Male machine operators	6,406	557	6,963	92
Female machine operators	166	99	265	.63
Machine tenders	475	73	548	.86
Operator machinists	730	.....	730	100
Total	7,777	729	8,506	.91

The most casual reader will observe that the number of machine operators and operator machinists is largely in excess of the number of machines in use under the jurisdiction of the reporting unions. This fact should not be construed as meaning that there is an oversupply of operators, for such is not the case, good operators being in demand. It is due to the custom of working machines both day and night which prevails in numberless instances, especially in the larger cities. Thus a plant of three machines, working two shifts, employs six operators, etc.

Printers complain that one effect of the use of typesetting machines, along wi other influences arising from modern methods, is the undue specialization of ski The president of the typographical union said in 1899:

"Since the introduction of the typesetting machine there has been a tendenc manifested toward the creation of specialists in the printing trade. The tendenc should be opposed by the typographical union, and general laws should be adopte for the governing of apprentices, not only as a protection to the competent printe but as a protection to the employer. The 'all-round' printer has not been di placed by the typesetting machine, but the specialist has. The man whose know edge of the printing trade was limited to his ability as a typesetter on straigl composition forms 95 per cent of the unemployed printers of to-day. The technic school for the apprentice should be the composing room, and his guardian shoul be the typographical union. Apprentices should be guaranteed an opportunity t learn the printing trade, and boys who, after a few months' experience, show n adaptability in the printing office should be discharged and their places taken b apprentices more competent. I would recommend that a committee be appointe for the purpose of preparing an address to the United Typothetæ on the subjec of apprentice regulations."[1]

Upon the general question of machinery the Typographical Journal of July 1 1899, speaks as follows:

"What trades unionists contend is that without organization on the workers part machinery reduces wages, and that a labor-saving device must necessaril displace men, else it could not lessen the cost of production. We never heard o a labor organization of one year's standing advocating the suppression of machin ery. That is usually the remedy proposed by a so-called independent worker, wh would not listen to the much-contemned agitator or study the labor question."

Union label.—While local union labels had been used for some years by loca branches of the typographical union, it was not until 1893 that the internationa body adopted a label to be used by all its branches.[2] The label is not put on jol work unless it is asked for by the patron.

Two kinds of labels are provided—that of the International Typographical Unior and that of the allied printing trades councils. Both are the property of the Inter national Typographical Union. The German-American Typographia has also a union label of its own, over which the International Typographical Union exer cises no control. The labels are registered for legal protection in the State whose laws provide for union-label registration. The labels are supplied in the form of electrotype cuts.

By the tripartite agreement of 1895 the allied printing trades council label was placed under the control of the local council in each place. This label, however, is furnished by the officers of the International Typographical Union in the same manner as the label of that union itself. The label of the International Typographical Union is sold by the officers to the local unions; that of the allied printing trades to the allied printing trades councils. In each case it is agreed that the price charged shall be approximately 10 per cent above the cost. The cuts are lent by the local unions or the councils, as the case may be, to employers who apply for them and abide by union conditions.

There has been no little difficulty between the allied trades as to the use of the union labels. The compositors are, of course, much the most numerous element in the printing trades. In the allied printing trades councils they do not have a weight proportional to their strength, because a small local has the same representation as a large one, and the rules of the International Typographical Union do not permit the organization of more than one local of English compositors in one place. The compositors complain that small organizations of the other crafts sometimes demand exorbitant terms from employers, and the compositors are forced to support them or go without the use of the allied printing trades label. These complaints are directed largely against the pressmen and bookbinders, who are not in the International Typographical Union; but it is said that the smaller crafts within the International Typographical Union are often disposed to act with the pressmen and the bookbinders and against the compositors. On the other hand, the allied trades sometimes complain that the label is put on work which is done, so far as their share is concerned, by nonunion men. Thus the International Bookbinder of June, 1900, said: "It is a well known fact that a great deal of work is printed in label offices and then sent to nonunion binderies to be bound." It is asserted that at the convention of the International Typographical Union in 1900 one delegate declared that he did not want the label of the allied printing trades to be used in his city. The label of his own union was recognized, and that was all he wanted.[3]

[1] Report of president, 1899.
[2] Vigouroux, La Concentration des Forces Ouvrières, p. 37.
[3] American Pressman, September, 1900, p. 272.

One particular bone of contention has been the so-called one-man shop. This phrase designates properly a small office in which all the work is done by the proprietor, with perhaps the assistance of a boy. In such shops there is, of course, no employment for pressmen or bookbinders. There has been some agitation among the pressmen for the withdrawal of the union label of the allied printing trades from these shops. It was alleged on behalf of those printers who favored continuing to give them the label that it was the small shops rather than the large ones which had pushed the label to the front, and that the only result of withdrawing it would be to remove the label from a great deal of work on which it appears. The printers themselves, however, were not unanimous on this question. At the convention of the International Typographical Union in 1900 the fact was developed that 26 job-printer delegates were opposed to giving the union label to one-man shops, while 5 favored it; but the overwhelming majority of the convention took the other view.

It is largely the differences of opinion about the use of the union label which have caused the constant friction between the members of the triple alliance. It was largely these questions that led to the long series of negotiations which have ended, for the present, in the amendments of March, 1901, to the tripartite agreement.

By these amendments the union label of the allied printing trades is placed in the charge of the allied printing trades council in each place. It can be loaned or leased only with the unanimous consent of the local unions represented; but a valid reason for objection must be given, and the council is to be the judge of the validity of the reason, subject to appeal to the joint board of appeals. The label can be loaned or leased only to employers who conduct strictly union offices, and can be used only on products which are wholly produced by union labor.

Whenever an allied council is in existence the local unions are to withdraw the labels of their respective unions. This means, in practice, only the label of the International Typographical Union. The Pressmen and the Bookbinders have no separate labels.

The question of the use of labels in one-man shops was settled by providing that an active member in any branch represented in an allied printing trades council, who runs an office of not more than two platen presses and complies with the 9-hour law and the laws of his union, may use the label, provided he does the whole work of his office, or, when he employs any additional help, employs members of affiliated unions. This provision for one-man shops does not apply to cities of 500,000 inhabitants or over.

The printers have for some years carried on an agitation for the requirement of the union label on printing done for State and local governments. The legislature of Montana passed a law in 1897 requiring the label to be used on all printing for which the State is chargeable, and such a law exists also in Nevada. Many local governments have taken similar action. The city of Boston is one of the latest. A resolution of the city council of Paterson, N. J., requiring the union label on all official printing, was declared unconstitutional early in 1901.

The organizations in the printing trades have recently turned their attention to the securing of the union label on schoolbooks. The president of the Typographical Union declared in 1900 that 75 per cent of the schoolbooks of the country are produced by nonunion labor in composing rooms and binderies, and that probably 50 per cent of the presswork is done in press rooms that are not thoroughly organized. The leaders are undertaking to bring pressure to bear on public-school authorities everywhere to turn out from the schools all books which have not the union label. It was announced in the American Pressman for September, 1900, that the allied printing trades of East St. Louis, Ill., backed by the central labor union, had succeeded in getting provision made for a grammar and an arithmetic in the schools of that town which should bear the union label.[1]

There have been many attempts to use the labels of the printers' organizations without authority. The president stated in 1899:

"Owing to the ever increasing power of the union label, as a factor in organization work and a protection to scales of prices, its use has met with continued and bitter opposition by employers who conduct unfair establishments.

"A number of local unions are at the present time endeavoring to secure the enactment of label ordinances, and the label is being constantly used by unprincipled persons without permission. Numerous requests for assistance in label cases have been made to the executive council during the past year, the local unions maintaining that they were not in a financial position to prosecute the persons who infringed upon their label rights or to conduct law suits in which they had become involved. The executive council has found it impossible to comply with these requests."

[1] American Pressman, September, 1900, pp. 273, 39.

The secretary reports, in June, 1901, that the International Union now give help to local bodies which are unable to conduct such prosecutions, and that th decisions of the courts have been uniformly favorable.

Journal.—The Typographical Journal, the official journal of the Internation Typographical Union, is a semimonthly magazine of not less than 48 pages, nearly by 10 inches in size. It is devoted, for the most part, to news of the union and di cussion of matters of direct interest to the craft. It prints also a small amoun of miscellaneous matter. The subscription price is 50 cents a year. The journa is not sent free to members, but the income from subscriptions and advertisin does not cover the cost of publication. The deficit is made up from the genera funds of the union. The highest point which this deficit has reached is $8,216 f the fiscal year 1896–97. For the year 1899–1900 the amount was a little over $3,57 and for the 11 months ending May 31, 1901, $2,705.

The convention of 1900 passed a resolution urging each local union to subscrib for as many copies of the journal as it has members, and to pay the subscriptio price out of the funds of the local.

GERMAN-AMERICAN TYPOGRAPHIA (DEUTSCH-AMERIKANISCH TYPOGRAPHIA).

History.—This organization was formed in 1873. It was amalgamated with the International Typographical Union on July 1, 1894, retaining a certain degree of autonomy in various regards. It is entitled to elect the third vice-president of the Typographical Union, who is one of the five members of the executive board of that organization. He is also secretary-treasurer of the German branch. The subordinate organization retains its own system of sick and death benefits. These it has developed quite highly, while the Typographical Union leaves such benefits to the local unions.

On other subjects the German branch is subject to the general laws of the Typographical Union, especially with regard to strikes and strike benefits. Members may be transferred from the German unions to English unions, and vice versa, without payment of initiation fee, but also without transference of benefit features.

The German-American Typographia has been able to secure nearly complete control of the German press in the principal cities. The secretary, in his report to the convention of the International Typographical Union in 1900, said that the Cincinnati Freie Presse had recently been unionized after a struggle of seven years, and that this left the Chicago Freie Presse the only nonunion German daily newspaper of any account in the United States. The Chicago Freie Presse has for years maintained a bitter conflict with the Typographia, and has done a large business in the supplying of plate matter to other papers. The secretary congratulated the organization in his report of 1900 that this source of income to the Freie Presse had been much diminished; several papers had been induced to get their plate matter from other sources. The Central Newspaper Union of Philadelphia is another establishment of which the union complains that its work is largely done by apprentices and youths at low wages, and which supplies plate matter in Philadelphia itself, in Camden, Reading, Pittsburg, Baltimore, and Boston. Some German publishers in New York are also nonunion.

From year to year the reports of the secretary mention the inroads of the linotype. Machines were introduced during the fiscal year ending July 30, 1899, in Louisville, Evansville, and Columbus, and during the following year in Baltimore and Belleville. The report of 1899 also called attention to the inroads of typesetting machines in the German-speaking countries of Europe, and to the consequent tendency of German printers, in spite, as the secretary said, of all warnings of those already in America, to try their fortunes on this side of the sea.

The secretary's reports indicate also a tendency to consolidation and perhaps a tendency to decay among the German papers of the United States. In his report to the convention of the International Typographical Union in 1899 he said that several German papers had gone out of existence during the preceding year and others had consolidated, thereby throwing a number of members out of work and greatly burdening the out-of-work fund. These events were largely due to the decrease of German immigration. The German press was having a hard struggle for existence.[1]

These circumstances together cause an increasing difficulty in getting work for German printers. The secretary's report of 1899 urged everyone who could to get work in English printing offices, and everyone who could to get into other lines of

[1] Conv. Proceedings, International Typographical Union, 1899, p. 76.

work. During the fiscal year 1898-99, out of 1,000 men on the average entitled to benefit. 117 on the average were drawing benefit for unemployment. In the following year the number was reduced to 90, out of an average of 983 entitled to benefit. But out of an aggregate membership of 1,044 at the end of June 1900, including both those entitled to benefit and those not entitled to it, 70 had left the business, and were simply maintaining their connection with the organization for the sake of the sick and death benefits. The active membership, therefore, was reduced to 974.

Conventions.—No convention has been held since 1884. The proposition to hold one was defeated during the fiscal year 1899–1900, on a referendum vote, by a majority of 2 to 1. It was determined, however, to make a thorough revision of the constitution.

While the Typographia has held no convention of its own for many years, its laws provide that the delegates of its locals to the convention of the International Typographical Union shall meet before, during, or after that convention, to consider measures in the interest of the Typographia. If their conclusions involve changes in the laws they must be submitted to the general vote.

Constitutional amendments and referendum.—Changes in the laws of the German-American Typographia, not in conflict with the laws of the International Typographical Union, may be made by popular vote upon the motion of one local supported by two other locals. In dealing with the constitution of the International Typographical Union, the German locals and members have the same rights as others.

Any local typographia which feels its rights to have been infringed upon may demand a general vote if its demand is supported by one other local.

Officers.—The officers are a secretary, an executive council of three, and three trustees. The secretary is at the same time third vice-president of the International Typographical Union, and his office is at its headquarters. He is elected for 2 years. His salary is $1,000, half of which is paid by the International Typographical Union and half by the Typographia. He is elected by general vote of the members, and an absolute majority is necessary to a choice.

Of the members of the executive council 1 must come from New York, 1 from Chicago, and 1 from St. Louis. Each is elected by the members in his own city at the time of the election of the general secretary. The executive council has general control of the official journal and of the funds of the general office, and hears appeals from decisions of the secretary.

The trustees are elected by the local in the place where the headquarters of the International Typographical Union are. Their term is 3 years. They are required to examine quarterly the books and accounts of the secretary, and to deposit all funds of the general office above $100 in a bank designated by the executive council.

Local unions.—The amalgamation agreement with the International Typographical Union provides that in any city or town which affords employment to 7 or more printers on German work those so employed shall organize a German branch. The constitution of the Typographia provides that no local can be dissolved as long as 7 members remain in good standing. A local which holds no regular meetings for 3 months loses its charter. One which fails for 3 months to make its payments to the general treasurer is to be suspended after warning.

Membership.—Every person, male or female, who is competent to set German matter, and who is working for wages in the printing business, is eligible to membership, provided he has done nothing against the principles of the organization. The candidate must be examined by a committee and must write correctly a paragraph of 15 or 20 lines and must set correctly an ill-written paragraph. The examining committee must ascertain whether the candidate has served 4 years as an apprentice. Every candidate must be examined by a physician named by the local union. He is not entitled to sick benefits until 6 months after the physician's certificate is furnished.

The name and place of working of every candidate proposed must be published in the official journal, and the candidate can not be admitted until 2 weeks after such publication. Any member may protest against the reception of any candidate. The protest must be submitted to the member's own local, and is of no force unless indorsed by it. If the protest is so indorsed the candidate can not be received until his case has been investigated by the executive committee. A rejected candidate can not again apply for admission to any local until 6 months have passed.

Apprentices.—Apprentices must be 14 years of age, must be able to read fair handwriting, and must have been examined by the foreman or by a committee of the

compositors. Each office is entitled to 1 apprentice; daily newspapers to 1 further apprentice for every 10 regularly employed journeymen, exclusive of subs; book and job offices, with or without weekly newspapers, to 1 additional apprentice for each 6 regularly employed journeymen. Apprentices on newspapers must be regularly articled. When an apprentice has worked 3 years in a union office he may be permitted to attend the meetings of the union.

While these are the laws of the general organization, they have little practical effect, at least as far as newspaper offices are concerned. The trade can hardly be learned in a modern newspaper office, and in most of the larger cities there are local rules which allow no apprentices on newspapers.

Cards.—Members in good standing of another branch of the International Typographical Union may join the Typographia by card without initiation fee, but they are treated as new members with regard to the time which must pass before they can draw benefits. Members of foreign unions of printers which exchange cards with the International Typographical Union are received on the same terms. The Typographia transfers its members by card to other branches of the International Typographical Union, but no such card is granted as long as the member is engaged on German work.

Discipline.—All questions which do not relate to the particular laws of the German-American Typographia are decided according to the laws of the International Typographical Union, with appeal to its president, from him to its executive council, and from the council to the convention. Any member who believes himself to be injured in a matter outside the jurisdiction of the International Typographical Union can appeal to the general secretary of the Typographia, from him to its executive council, and from it to the convention of the International Typographical Union; but by the articles of union the convention is bound to decide such questions not by a vote of all its members, but by a vote of the delegates of the German unions, sitting as a committee.

Finances.—The initiation fee is $3. The dues are 45 cents a week, besides death assessments and any local assessments which may be levied. Members who are not entitled to the full sick benefit (see below, under Benefits) pay 5 cents less a week. Members who have gone over to another branch of the International Typographical Union or have left the business may retain their rights to sick and death benefits by paying 25 cents a week. Such members are exempt from local assessments. Traveling members are free from local and extra assessments. Members who work 20 miles from the nearest Typographia are not subject to local assessments.

The initiation fees and dues form a common fund which is managed in a way somewhat similar to that of the Cigar Makers. Two cents a member a week is allowed for local expenses. If more is needed it must be made up by a local assessment. Forty-five cents a member a month is sent to general headquarters. Out of this, 30 cents a member a month is paid to the International Typographical Union as its per capita tax. The remaining 15 cents is used for the expenses of the general office of the German branch, including its official journal. Out of this fund are also furnished membership books, monthly reports, cuts of the union label, and other similar supplies for the local unions. At the end of the year the common fund in the hands of the several branches is equalized in proportion to membership. In case the common fund sinks below $5 a member the executive committee has authority to increase the dues 5 cents a week until a fund of $5 a member has accumulated. The fund has in recent years actually amounted to about $10 a member; but a permanent increase of the dues was made on January 1, 1899, from 40 cents to 45 cents a week.

On the death of a member an assessment of 15 cents is levied. The constitution provides for raising the death assessment to 25 cents if the common fund should fall below $5 a member. During the fiscal year ending June 30, 1901, the tax paid by each member to the general fund was $26.10; 52 weeks' dues at 45 cents a week, and 18 death assessments.

The executive council has authority to levy extra assessments if they are needed on account of strikes, introduction of type-setting machines, business depression, or other extraordinary circumstances. Such extra assessments must be levied as a percentage of wages, and the sick, strikers, and the unemployed are exempt.

Members who at the end of the month have not paid all sums due are to be suspended from work until they have paid up, and they are not entitled to benefit until 4 weeks after payment is made. Members who have been dropped for failure to pay their dues and wish to join again must pay an initiation fee of $5, together with the back dues standing against them, and if the occurrence is repeated they must pay $10, together with back dues.

Benefits.—While the members of the German-American Typographia pay the same contributions to the International Typographical Union as other members

of it, and are entitled to the same death benefits and the same support in case of strikes, the Typographia has an independent benefit system, which is one of the most highly developed in America, and the integrity of which was preserved when the Typographia joined the International Typographical Union.

Death benefit.—On the death of a member his heirs are entitled to a funeral benefit of $65 out of the treasury of the International Typographical Union; but if he has been 1 year continuously a member of the Typographia he receives an additional $35 from its treasury, and after 2 years' membership $135. The death benefit is payable only to beneficiaries within the jurisdiction of the International Typographical Union, and will not be sent to a foreign country. If the member leaves no heirs and has not disposed of his benefit by will, his local union conducts his funeral, at a cost not greater than the benefit due him, reporting the expenses to the general secretary.

On the death of a member's wife the Typographia pays a funeral benefit of $50.

Sick benefit.—Full members of the Typographia, who have been members uninterruptedly for at least 6 months, are entitled to a weekly benefit of $5 in case of sickness, beginning with the day of notification. No benefit is paid unless the sickness lasts a full week after notification; but for each additional day 70 cents is paid. When a member has drawn $250 sick benefit, the weekly payment is reduced to $3, and when he has drawn $150 more, making $400 in all, he can draw no further sick benefit for 2 years.

Members who are 50 years old when they join or whose medical examination is unsatisfactory pay 5 cents less a week in dues than regular members, and can draw no sick benefit until they have been members 2 years. They receive in sick benefit only $3 for a full week and 45 cents for each additional day. When they have drawn $150, the payment is reduced to $1.50 a week, and when they have drawn $75 more, making $225 altogether, they can receive no further sick benefit for 2 years.

Written notice of sickness, with a medical certificate, must be given to the local secretary. If the sick member is at a distance from the local, a medical certificate must be furnished every 2 weeks. Otherwise at least one member of the local must visit him weekly and report. The local may send a physician at its own cost if it suspects that the sickness is not genuine. One who refuses to serve on a sick committee may be fined not more than $1.

If a member is taken sick in traveling he is to notify the nearest local, sending his membership book and a physician's certificate. Even if he is not legally entitled to benefit, the local may help him out of the common fund.

Out-of-work benefit.—Every member in good standing who has maintained his membership uninterruptedly for 2 years is entitled to a weekly benefit of $5 when out of work, beginning when he has been 18 days on the unemployed list. This does not apply to office subs (that is, to members who have the first right to permanent work in a given office), but only to members who are on the unemployed list and report daily at the office of the local and wait for work in their turn. When a member has drawn $20 out-of-work benefit he can draw no more until he has again been 18 days on the unemployed list. No member can draw more than $80 in one fiscal year. For every day that a man works $1 is deducted from his benefit, and no benefit can be drawn for a week in which one works 4 days. If a member loses his position by his own fault he can draw out-of-work benefit only after he has been 36 days on the list. If he gives up his job voluntarily he can draw no benefit for 4 weeks unless the local executive approves his action. If he refuses a position he can draw no benefit for 6 weeks. When a member is shown to be incapable of doing satisfactory work the local may decide, with the sanction of the general executive council, whether he shall be altogether excluded from further out-of-work benefits.

Every member out of work must report daily to the local executive at a designated time. Whoever omits this will be understood to have worked on the day in question.

Strike benefit.—So long as members on strike are receiving benefit from the International Typographical Union none is paid by the Typographia; but if the International Typographical Union ceases to give support, the members of the Typographia who are out of work in consequence of the strike are at once entitled to the regular out-of-work benefit. This is the case even if they would not yet be entitled to out-of-work benefit under ordinary conditions.

Traveling benefit.—A traveling benefit is paid to members of 6 months' standing going to look for work or to fill a position. The amount is 2 cents a mile for the first 200 miles, and 1 cent for each additional mile, not exceeding $10 in all. When one has drawn $25, no further traveling benefit can be drawn for 12 months. A member who loses his position through his own fault can draw no traveling benefit for 2 months. One who gives up his place voluntarily can draw none except with the approval of the local executive. A traveling member reaching a place

where there is a local Typographia must report to it within 2 days or forfeit al benefits for 4 weeks from the time when he does report.

The following table gives the membership and expenditures for each year since 1885. The increase of about $2,500 in the out-of-work benefit for the year ending June 30, 1899, is partly due to the increase in the maximum amount payable to one member in one year from $60 to $80; though the aggregate fell in the next year to its former level. The increase of $500 in the sick benefit was also affected by a change in the laws, providing that no account should be taken of sick benefit previously drawn, provided 2 years had elapsed. Under the former rule, when one had drawn $400 in all, even though some of it had been drawn 10 years before, he could have no more till after a full interval of 2 years.

Membership and expenditures of the German-American Typographia, 1885 to 1900.

Year ending June 30—	Membership at end of fiscal year.	Sick benefit.	Death benefit.	Out-of-work benefit.	Traveling benefit.	Total benefits except strikes.	Strike benefit.	Expenses of management, local and general.	Total expenditures.	Total expenditures per member.
1885	559	$2,444.85	$1,183.10	$1,118.90	$345.50	$5,092.35	.....	$1,865.37	$6,957.72	$12.45
1886	952	2,751.35	1,000.00	1,453.08	264.10	5,468.53	$2,579.04	2,369.86	10,417.43	10.94
1887	1,075	3,034.60	2,125.00	1,240.10	483.45	6,883.15	106.00	3,108.05	10,097.20	9.39
1888	1,127	3,495.90	2,910.10	1,315.13	669.29	8,390.42	1,212.55	2,733.08	12,336.05	10.95
1889	1,130	4,831.50	2,093.75	6,281.50	456.17	13,662.92	926.43	3,053.93	17,643.28	15.61
1890	1,233	5,361.36	2,400.00	4,315.00	576.65	12,653.01	740.36	3,537.99	16,931.36	13.73
1891	1,322	6,175.88	2,950.00	6,067.00	622.47	15,815.35	4,586.04	2,897.52	23,298.91	17.62
1892	1,382	6,790.60	2,251.70	9,359.50	797.19	19,198.99	4,819.61	3,564.75	27,583.35	19.96
1893	1,380	6,051.65	3,046.65	7,835.00	439.64	17,372.94	1,125.50	4,500.27	22,998.71	16.67
1894	1,204	7,004.07	5,251.75	17,262.50	680.98	30,199.28	1,152.45	4,283.86	35,635.59	29.60
1895	1,092	5,098.98	3,835.00	9,464.20	304.46	18,702.64	656.44	6,407.63	25,766.71	23.60
1896	1,115	5,426.65	2,637.41	7,812.00	339.86	16,215.92	539.93	6,498.95	23,254.80	20.86
1897	1,083	4,681.25	4,572.65	8,485.00	279.50	18,018.40	364.96	6,879.38	25,262.74	23.33
1898	1,100	3,983.85	2,900.00	8,618.00	390.62	15,877.47	1,053.65	6,812.86	23,743.98	21.59
1899	1,071	4,506.35	1,365.00	11,135.00	320.74	17,327.09	814.26	6,972.62	25,113.97	23.45
1900	1,044	4,651.65	3,275.00	8,703.00	178.79	16,818.44	267.50	8,307.42	25,393.36	24.31
1901	1,023	4,316.81	.....	.....	.....	.....	.....	.....	.....	.....
Total	.....	76,290.49	43,797.11	110,449.91	7,149.39	237,696.90	20,944.72	73,793.54	332,425.16	.....

Hours of labor.—The Typographia forbids its members to exceed 8 hours of work a day or 48 a week. Having for some years enforced the 8-hour system, it has adopted the policy of introducing a 5-day week. The secretary, in his report of July, 1899, said that the 5-day system was working satisfactorily in Philadelphia, and suggested the advisability of introducing it wherever it had not been introduced in order to make room for the members out of employment.

Official journal.—The official journal is a semimonthly paper called the Deutsch-Amerikanische Buchdrucker-Zeitung. The general secretary is the editor, under the general control of the executive council. Every member receives a copy without charge. A considerable part of the paper is filled with reports of the condition of the local branches. There is also discussion of the general problems which directly concern the organization, and a certain proportion of general news of the labor movement and the labor world. The paper supports the Social-Democratic party.

INTERNATIONAL PRINTING PRESSMEN AND ASSISTANTS' UNION OF NORTH AMERICA.

History.—The International Printing Pressmen and Assistants' Union of North America was organized in 1889. The International Typographical Union had undertaken to control all branches of the printing trade up to that time, and it did not welcome an independent organization of pressmen. The Typographical Union was gradually deserted by local unions of pressmen which belonged to it, and the Pressmen's International Union was able in the end to conquer recognition from the older and larger organization. In 1895 an agreement was made by which all the individual pressmen who were still members of the Typographical Union were to leave it within 6 months for the Pressmen's Union. The Typographical Union officers declare that they did all they could to carry out this agreement, but that they have had great difficulty in carrying it out. Within the 6 months the transfers could have been made without a new initiation fee. That

privilege then expired, and the Typographical Union has since been obliged even to order a strike in order to force men who had been in good standing in the Typographical Union to join the pressmen's union and pay the pressmen's initiation fee.[1] It is admitted that many individual pressmen still belong to locals of the Typographical Union.

Convention.—The convention meets annually. The subordinate unions are entitled to 1 delegate for the first 50 members or less, 2 delegates for more than 50 members and less than 100, and 1 additional delegate for each additional 100 members. Small unions may combine in sending delegates. No proxies are allowed.

To be eligible as a delegate one must have been an active member of his local for at least a year, if the local has been organized so long. Any delegate who absents himself from any regular meeting of the convention, unless on convention business, is to be fined not less than 50 cents nor more than $1 for each absence.

Constitutional amendments.—Amendments which involve increased taxation, after passing the convention, must be sanctioned by a majority vote of all the members of the local unions. Other amendments may be made by vote of the convention.

Officers.—The officers are a president, 3 vice-presidents, and a secretary-treasurer. The second vice-president is taken from the assistants' unions, and and the third third vice-president from the web pressmen's unions. The officers are elected by the convention. Nominations are made on the third day of the sitting. The secretary-treasurer has the names of all nominees printed on an official ballot, and the election takes place on the next day. A majority is necessary to elect. No one but a delegate in attendance is eligible to any office, except that any officer may be reelected if he has the indorsement of his local union.

The president is required to countersign all drafts against the treasury, and is directed to appoint a competent expert to audit the accounts of the secretary-treasurer at least once in 3 months. His salary is $500 a year.

The secretary-treasurer has the custody of all the funds. He is directed to deposit all money in some bank or trust company in the name of the union, and to forward a duplicate of each deposit slip, signed by the receiving teller, to the president. He is to publish quarterly a full statement of receipts and disbursements, and a sworn statement of the balance in his hands. His bond is $10,000; the cost of it is paid by the union. His salary is $900.

The president, the vice-presidents, and the secretary treasurer constitute a board of directors, which has general supervision over the affairs of the union. It has power to decide all disputed questions, subject to appeal to the convention. It may fill vacancies in offices. It determines the rendering of assistance in strikes, and may order a subordinate union to strike. It is directed to appoint an organizer for each State.

Delegates and alternate delegates to the Federation of Labor are chosen by the president from the local unions nearest the place of meeting, one of each from a pressmen's union, and one of each from an assistants' union, on the recommendation of the local unions of which they are members.

Local unions.—A local charter may be granted to not less than 5 qualified flat-bed or web pressmen, and one to not less than 10 assistants in each town. In places where not enough men are employed at each branch of the trade to hold a separate charter, charters may be issued to 10 or more men, pressmen and assistants together. Such charters may be held only while the numbers do not justify separate charters for journeymen and assistants. If, however, an existing local disapproves of the issue of a separate charter to a particular branch of the trade, when the number of workmen has come to justify it, it may protest to the board of directors, and the board of directors must make an inquiry into the circumstances before passing judgment. If either party feels aggrieved by the decision of the directors, an appeal may be made to the convention.

Chapels.—Members of a local, even though a majority of it, have no right in chapel meeting (a meeting of the men employed in one printing office) to take any action affecting the laws of the local. Such action is permissible only in open meeting of the union.

An appeal from the decision of the chairman of chapels to a foreman is not to be permitted under any circumstances, and is to be punished by fine or expulsion.

Joint committees.—In places where more than 1 local union exists, conference committees are to be established, consisting of 3 men from each local. Any subject on which a conference committee fails to agree is to be referred to the president of the International Union.

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[1] American Pressman, September, 1900, p. 38.

Membership.—The constitution leaves all qualifications for membership to the local unions, except that it requires that an apprenticeship of 4 years shall have been served in a press room. It recommends that no one under the age of 20 years be admitted.

Apprentices.—Subordinate unions are left to make regulations as to the number of apprentices to be allowed; but it is recommended that only 1 apprentice be allowed for every 4 journeymen in places where there are unions of feeders and assistants under the International Union. An apprentice "shall not be admitted as a member of the pressmen's union unless holding a certificate of membership in good standing in said press assistants' and feeders' union." An apprenticeship of 4 years is nominally required, and also a rigid examination as to the competency of applicants. But if an assistant is able to get the pressman's scale he is in practice given a permit to work as a pressman until the period of his nominal apprenticeship has expired.[1]

When a member of an assistants' union joins a pressmen's union he can not be charged an initiation fee greater than the difference between the initiation fees of the two unions.

Transfer and withdrawal cards.—Certificates of membership and withdrawal cards are furnished by the International Union to local unions at a cost of 10 cents each. A member traveling from one jurisdiction to another must carry a certificate of membership, and he is entitled to it if he has paid all dues, fines, and assessments, and if there are no charges against him. The holder of a certificate must deposit it within a week after arriving within the jurisdiction of another union. If he goes to work at the business where there is no local union, he must deposit his certificate with the nearest local within 15 days. No member is allowed to pay dues to one union while he is working in the jurisdiction of another. Dues are declared to belong to the union in whose jurisdiction work is done.

A local must accept a certificate of membership unless it is on strike or the member is shown to be incompetent or to have obtained his certificate by misrepresentation. A member who joins on a certificate of membership can not be charged initiation fee. A man who comes without a certificate from a place where a pressmen's union exists can not be admitted without the consent of that union. The secretary of a local which receives a certificate of membership must notify the union which issued it. A member who leaves the trade or removes from the jurisdiction of a local is entitled to a withdrawal card, which exempts him from dues and deprives him of benefits and of the privilege of holding office.

Foremen.—It is made the duty of the executive committee of each local to see that no one other than a member of the union in good standing is recognized as foreman in a press room within its jurisdiction. If any member seeks employment in person or by letter from a proprietor who has a union foreman in his press room, he is to be fined $10 for the first offense and expelled for the second. If a foreman has power to employ pressmen or assistants, and employs a nonunion man in preference to a union man, he is to be fined not less than $5 nor more than $25 for the first offense, and for the second is subject to suspension or expulsion. Aside from this it is declared that foremen may hire or discharge help at will, so long as they comply with the regulations of the local union and do not discharge men for maintaining union principles.

Nonunion men and "rats."—The constitution recommends to local unions "to go to the utmost limit consistent with safety and honor in receiving into membership all 'unfair' men who may make application to that effect, and who evince a true desire to become 'fair' men."

The word "scab," common to most labor organizations, is replaced in printing offices by the word "rat." The Pressmen's Union says that any member of a subordinate union who shall accept a position made vacant by a member of any other subordinate union under its jurisdiction, who is on strike for a just cause, shall be declared a "rat," "provided that such strikers are not antagonistic to this body." When a local union has no established scale of wages for a given position, any person who applies for a situation at a lower rate of wages than has been paid for it, is declared a rat, and if a member of the union, is to be expelled. "When a member has deliberately 'ratted' it is not necessary that he should be cited to appear for trial; but he shall be summarily expelled."[2] It is forbidden to receive the evidence of rats in impeachment of union men, "as they are under the ban of the union and not recognized by it as honorable men."

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[1] American Pressman, September, 1900, p. 25.

[2] This provision is copied from the laws of the International Typographical Union, but is strengthened by substituting "shall" for "may."

Discipline.—Charges against a member must be presented in writing and tried after due notice, if the union thinks them worthy of trial, by a special committee of five. The committee reports to the union, giving a synopsis of the testimony and the committee's verdict. The union votes first on sustaining the verdict, and then, if the accused has been found guilty, on the penalty. The vote is by ballot. Expulsion is first voted on; then, if expulsion has not been carried, suspension; then a fine, then a reprimand. An affirmative vote of two-thirds is necessary to inflict any penalty.

Appeals lie from decisions of local unions to the president, thence to the board of directors, and thence to the convention. The decision must be complied with pending appeal, except that an appeal acts as a stay of a judgment of reprimand or censure. The parties to an appeal, in cases where documents are to be submitted, must make affidavit to the truth of their statements before a proper public officer.

Many local unions enforce attendance at meetings by pecuniary penalties. The Duluth local assesses each man $1.50 a month and gives him a rebate of 75 cents if he attends the meeting. At St. Louis the dues are 75 cents, and a member who fails to attend the meeting is fined 25 cents.[1]

Finances.—The International Union derives its revenue from a charter fee of $5, from the sale of certificates of membership, from a per capita tax of 25 cents per month on each member of a pressmen's union, and 20 cents on each member of an assistants' union, and from the official journal. Five cents a month of the per capita tax, together with all money derived from other sources, goes to the general fund. Ten cents of the per capita tax of the pressmen and 5 cents of that of the assistants goes to the burial fund. The remaining 10 cents goes to the defense fund.

Any local which does not pay its per capita tax within 3 months may be suspended or its charter may be revoked; and certificates of membership are not to be issued to it while 3 months in arrears. A local which fails to pay money due the International Union for 6 months forfeits its charter. The president has power to fine a local union not less than $5 nor more than $20 for disregarding the laws of the International Union respecting its duties to the International or to other locals.

Tax dodging.—The present secretary-treasurer complained in the convention of 1900 that the membership record which he should have received from his predecessor was never turned over to him. He immediately notified the unions to send a complete list of their members with their first per capita tax. He refused to give a receipt to any union which did not send its list of names. He said: "From the records you will find that the month previous to my coming in a great many unions had a membership of possibly 15 or 20, and when they sent me a list they had 35 or 40. There was no law compelling them to send a list of names, which is a proper thing to do, with each statement, but if they sent 40 names and the next month sent me a per capita tax of 39 members, and didn't state that one was withdrawn or expelled, I refused to give them a receipt unless they told me what became of that member and who that member was."[2]

Benefits.—On the death of a member his family is entitled to a funeral benefit of $100, if he belonged to a pressmen's union, and $75 if he belonged to an assistants' union. If no family or relatives appear, the union pays the burial expenses, and the balance reverts to the International Union. Locals in arrears for per capita taxes for more than two months have no claim on the burial fund in case of the death of any of their members. The constitution provides that in no event shall the money of the burial fund be used for any other purpose.

The death benefit provision does not apply in the Dominion of Canada, except in the Province of Quebec; and Canadian locals, outside of Quebec, are exempt from that part of the per capita tax which goes to the burial or death benefit fund. This is because the provincial laws forbid the doing of an insurance business by any society which is not an incorporated body with a permanent legal domicile.

Strikes.—The defense fund, provided by a payment of 10 cents a month by each member, is set aside to be drawn on only for the sustaining of legal strikes, "for resisting the encroachments of unfair and disreputable men when too strong for the local union to contend with," and for "advancing and defending the principles of unionism as applied to our own trade."

When any subordinate union desires to strike, it must first confer with any other unions belonging to the International Pressmen's Union in the same town. It must then send a full report of the case to each member of the board of directors. Each member of the board is immediately to forward to the president his

[1] American Pressman, September, 1900, proceedings of convention.
[2] American Pressman, September, 1900, pp. 17, 18.

vote on the sanctioning of the strike. If it is sanctioned by a majority, the local union is to call a meeting, notifying all the members, and a three-fourths vote is necessary to inaugurate a strike. No member is allowed to vote unless he is in good standing and has belonged to the subordinate union 6 months. No local union is permitted to strike within 6 months after the issue of its charter. Those who take part in an authorized strike receive $7 a week for each married man and $5 a week for each unmarried man, for 12 weeks. Strike pay stops at that time, unless the board of directors votes to continue it. If the defense fund is insufficient, the board has power to levy an assessment, of not more than 25 cents a month, on all working members.

Those who receive strike pay are required to give a receipt in triplicate, one copy of which is to be retained by the local union, one to be sent to the president of the International body, and one to the secretary-treasurer. The local president and secretary are required to furnish the International president and secretary-treasurer, every thirty days during the strike, with complete lists of the persons affected, and the weekly benefit which each is entitled to. The local strike committee must keep a roll, signed daily in triplicate by every striker, of which one copy is to be retained, one sent to the national president, and one sent to the national secretary-treasurer every day; and if for two consecutive days in any week this list is not forwarded the secretary-treasurer may withhold benefits for that week.

No member is entitled to benefit unless he reports daily to the proper officer. No member who receives three days' work in any week can receive benefit for that week. Any member who refuses work while on strike is debarred from all benefits. To check the tendency of local unions to appeal to other locals for aid when the board of directors consider it unwise to prosecute a strike the convention of 1900 forbade such appeals, except with the approval of the board.

No organizer or other officer of the national body is permitted to adjust or start any printing machine in any town to which he may have been called to settle a difference between employers and employees, under penalty of a fine of $500, or expulsion, or both. The secretary explains that this provision is intended to make it certain that presses that have been stopped by a strike will be started only by those who have before had charge of them.

The president, in his report to the convention of 1900, stated that about 80 applications for the sanction of strikes had been made to the executive board during the preceding year, and that at least half had been refused.[1]

The regulations of the triple alliance, regarding strikes which require common action of the Pressmen, the Bookbinders, and the Typographical Union, are summarized above, on pages 81 and 82.

Differences of wages.—In the convention of 1900 a representative of the New York City pressmen moved a resolution that the scale of wages within 250 miles of New York be the same as that paid in New York. It was explained that the purpose of the resolution was to bring the matter before the convention in such a way as to stir up the delegates from the territory ment oned to take measures for raising the union scales. It was declared that in many subordinate unions near New York pressmen were working for $12, $13, $14, and $15 a week; and that the New York employers contended that this was very unjust while the New York union exacted $20 or more for each pressman. At Albany, it was stated, the scale was $15, and at Poughkeepsie $12 to $14. The discussion brought out a similar state of things in other regions. In Cincinnati the scale was said to be $18, while 15 miles away there was a $13 scale. The rate was $3 lower in Milwaukee than in Chicago. In partial justification of these differences it was pointed out that the employers in the large cities have some compensating advantages, and it was declared that when the Chicago employers brought up the Milwaukee scale as an argument for reducing the wages of their men, the Chicago pressmen had thought it a sufficient answer to say: "Move your printing plants to Milwaukee."[2]

Hours of labor.—In 1893 the triple alliance of typographers, bookbinders, and pressmen made an agreement with the association of employers by which the day's work was reduced from 10 hours to 9½, beginning November 21, 1898, and to 9 hours from November 21, 1899.

The pressmen's convention of 1899 levied an assessment of $1 per member on pressmen's unions and 50 cents on feeders' unions to carry on the work of the shorter workday committee. The committee, in its report to the convention of 1900, recommended that no more charters be granted to unions which should be working more than 9 hours per day. The convention declined to adopt this regulation.

[1] American Pressman, September, 1900, pp. 41, 48.
[2] American Pressman, September, 1900, pp. 18-20.

on the ground that the 9-hour rule can not well be put in effect except through the power of a well-organized union. The report of the committee showed that the 9-hour day had been put in force by nearly all the local unions of the pressmen.[1]

Limitation of work.—The Pressmen forbid any member to run more than two single cylinder presses or more than one flat-bed rotary or one perfecting press. Pressmen are forbidden to feed their own cylinder presses in towns where assistants' unions exist.

Labor day.—At the convention of 1900 an appeal came up, made by a member of the St. Paul union, against the action of his local in levying a nominal assessment of $5 per member for the expenses of the Labor-Day celebration in 1899, and paying $5 to every member who took part in the Labor-Day parade. It appeared that the same practice of assessment had been maintained for 10 years. The executive council, without denying that the local union might compel its members to parade on Labor Day and might fine them for absence, decided that, since the constitution of the St. Paul local made no provision for such compulsion, the local had attempted to do by indirection and subterfuge something which should be done by formal amendment of its constitution, if it were to be done at all. The executive committee therefore upheld the appeal.[2]

Official journal.—The official journal of the Pressmen's Union, the American Pressman, is published by an individual member of the union under contract with the body. The existing contract gives the editor and publisher 60 per cent of the net income and the international union 40 per cent. The subscription price is $1 a year. During the year which ended May 30, 1900, more than half the total income came from advertising. Subscriptions brought in only $647. The international union paid the publisher $1,627 for printing the convention proceedings and for job printing. Advertisements paid $3,317. The editor made a little over $1,300, and the international union received over $800, or considerably more than the total income from subscriptions.

Union label.—The joint allied printing trades councils have control of the allied printing trades label. It is issued from the headquarters of the typographical union (whose property it is), and is furnished to the allied printing trades councils at a price approximately 10 per cent above cost. It is only to be lent to such offices as comply with the rules and regulations of unions affiliated with the issuing allied printing trades council. (See pages 98 and 99.)

INTERNATIONAL BROTHERHOOD OF BOOKBINDERS.

History.—The International Brotherhood of Bookbinders was founded May 5, 1892. Some account of its relations to the International Typographical Union is given in the sketch of that organization.

The brotherhood includes binders of printed and blank books, paper rulers, paper cutters, edge gilders and marblers, and workers in all other branches of the bookbinding industry. In March, 1901, the secretary reported 3,900 male members and 1,100 female members. In June, 1901, the aggregate membership was stated as 7,000. The average membership on which per capita tax was paid to the Federation of Labor, from December, 1900, to December, 1901, was 3,730.

Conventions.—The convention meets biennially in June. Each local is entitled to 1 delegate for the first 50 members or less and to 1 additional delegate for each additional 50 members or major part thereof. The whole number of votes to which a local is entitled may be cast by a single delegate. A local may also give its vote to a member of any other local as its proxy. A local can not be represented unless its indebtedness to the national body is paid. The brotherhood pays the mileage of delegates at 2 cents a mile. The remainder of their expenses is paid by their locals.

The constitution is amended by a majority vote of all the members on the proposal of the convention.

Allied printing trades councils.—The constitution of the Bookbinders allows, but does not require, local unions to send representatives to allied printing trades councils.

Officers.—The officers are a president, 3 vice-presidents, a recording secretary, a financial secretary-treasurer, a statistician, 4 district organizers, and an executive

[1] Vigouroux, La Concentration des Forces Ouvrières, p. 42, note; American Pressman, September, 1900, p. 3.
[2] American Pressman, September, 1900, pp. 12, 13.

council of 8 members, of whom 4 must be binders of printed books and 4 of blan books. Not more than 1 member of the executive council can be elected from an one city. Officers are elected by the convention. No one is eligible who has nc served an apprenticeship according to the law of the local union to which h belongs. No one is eligible who is not a delegate, except that the holder of an office may be reelected. The salaries of all officers are determined by the conver tion before the officers are chosen.

The duty of the statistician is to collect all possible information as to the cond tion of the industry throughout the country, to prepare and furnish to each loca union, yearly, a statement of the average wages earned by each local in the diffe ent branches, and to furnish the executive council a similar report semiannually There are also local statisticians, whose duty it is to keep a record of the numbe of journeymen and apprentices employed in all shops and the average wage earned at each branch of the trade, and to report these facts semiannually to th national statistician. Any local union which fails to make a statistical report t the national statistician at least once a year is liable to a fine of $5. A local whicl fails to furnish the secretary-treasurer with a true list of its members once a yea is liable to a fine of $10.

Local unions.—A local may be organized by 7 persons working at the trade, an can not be dissolved so long as 7 members in good standing are willing to retai the charter. In a city where a local already exists a second local can not b established without the consent of the first.

Certificates of membership.—Certificates of membership are granted to member who wish to leave the jurisdiction of their locals, and members holding them mus be admitted to other locals without fee of any character, provided they hav served such an apprenticeship as the laws of the local which they wish to joi require; but locals which pay sick or funeral benefits may charge fees to member who join on cards and wish to become beneficiary members.

Apprenticeship.—The brotherhood urges local unions to try to introduce a system of indenturing apprentices, and also to limit the number of apprentices to some definite proportion to the number of journeymen. It is forbidden to let any per son enter the trade as an apprentice under the age of 15 or over the age of 18. The term of apprenticeship is 4 years. Apprentices are required to fulfill their terms with the employers with whom they have contracted. Locals are recom mended to admit apprentices in their last year to membership, without payment of dues and without the privilege of voting, in order that they may become acquainted with the workings of the brotherhood.

The secretary says that the system of indentured apprentices is found practicable in many places, and that where it is in vogue it works to the advantage of the employer, because it compels the apprentice to remain with him during his term of service. At the same time the steady and continuous employment in one place is to the real advantage of the apprentice. It is usual for the locals to insist upon a service of four years as an apprentice before a man is admitted to full membership. "This is done for the benefit of our trade in general, on account of the great inroads made by machinery. There is a tendency to make specialists at a particular branch, who learn to operate one of these machines. This overcrowds our trade with incompetent mechanics, who, in many cases, when out of employment, will accept a position at a reduced rate of wages just to obtain work. Such a man not only drags himself down financially, but others as well."

Finances.—The charter fee is $10, but charters are issued free to locals composed of women. The brotherhood levies two separate per capita taxes—one of 15 cents a quarter on male members and 10 cents on female members for the organization fund, and one of 10 cents a month on male members and 5 cents a month on female members for the defense fund. The defense fund can not be drawn on, according to the constitution, except for the purpose of sustaining legal strikes. If the defense fund is inadequate to support a strike, the executive council may levy an assessment of 25 cents a member, not oftener than once a week. Any local which fails to pay its per capita tax within 3 months after it is due is to be suspended. A member seems to incur no penalty by nonpayment of dues until he is 2 years in arrears and has had 2 months' notice of his indebtedness from the local financial secretary. Then he is to "be deemed guilty of a flagrant violation of union principles, and may be dealt with as may be deemed advisable by the local union."

The initiation fee may not exceed $25. In the case of locals composed of men it may not be less than $10.

The latest financial statement is as follows:

ORGANIZATION FUND.

On hand May 1, 1898	$1,724.78
Received as per capita tax and charter fees	4,024.04
Received from sale of Journal	750.00
Received from sale of supplies	170.24
	6,669.06
Expenses	5,556.45
	1,112.61

DEFENSE FUND.

On hand May 1, 1898	$2,004.54
Received for defense fund	7,396.06
Total on hand and received to May 15, 1900	9,400.60
Total amount received as assessment	717.25
Cash from local union No. 28, to pay amount due from local union No. 34	19.00
Cash from local union No. 8, being balance on hand from strike fund	33.00
Total amount received from all sources to the defense fund	10,169.85
Amount expended	5,565.10
Balance in bank to the credit of the defense fund	4,604.75

Strikes.—The Brotherhood, "recognizing strikes as detrimental to the best interests of the craft, recommends local unions not to order a strike until every possible effort has been made to settle the difficulty. But as resistance to unreasonable demands of employers will be at all times necessary, it enacts" laws to govern resistance. When a disagreement with employers occurs, it is the duty of the local union, if its efforts at adjustment fail, to notify the executive council. If a majority of the council think a strike necessary, the local may be authorized to declare one. The local president must then call a meeting within 24 hours and give notice to all members. A three-fourths majority of the local members voting is necessary to declare a strike.

In a city where there are two or more locals of the Brotherhood they must create a joint standing committee, consisting of two members from each. This committee must meet at least once a month and report to the international executive council on the condition of trade. To this committee the local unions must refer difficulties with employers. If it does not succeed in adjusting a difficulty it must appeal to the executive council. A proposal to strike must be voted on by the local members as if only one local union were concerned. If a majority of the locals decide in favor of a strike, by a three fourths vote, all are governed by the decision. If the strike is not approved by a majority of the locals, the executive council has still power in such cases by a four-fifths vote to order a general strike of all members employed by the firm or firms interested.

Members who participate in an authorized strike are entitled to $7 a week for each married man, $5 a week for each single man, and $4 a week for each woman. The money is paid by the general office to the order of the president and secretary of the local union. The executive board of the local union must make weekly reports to the national headquarters, showing the amount of money distributed for benefits, the number of beneficiaries—heads of families and single persons, union and nonunion—and all other facts that may be required. No member is entitled to benefit unless he reports daily to the proper officer. No member is entitled to benefit for any week in which he has 4 days' employment. If a member refuses to work he can draw no more benefit, and if he works for 4 weeks continuously his name can not again be put on the strike roll.

A local which inaugurates a strike without the approval of the executive council can receive no benefit, unless the strike, or a lockout, or a reduction of wages, is forced upon it without opportunity to consult the council.

If a strike exists in a town where there is no union the members of the union are forbidden to take work there without the consent of the strikers.

The union reported to the American Federation of Labor, in the fall of 1900, that it had won three strikes and lost two during the preceding year, at a cost of $2,769. Five hundred and ninety-two persons were involved, of whom 555 were benefited.

Piecework.—Piecework is allowed by the Bookbinders' Brotherhood, but, according to a statement of the secretary, it is not approved.

Convict labor.—Any person who has learned the art of bookbinding in a penal institution, or who teaches others the art in a penal institution, is debarred from membership.

Journal.—On January 1, 1900, the International Bookbinder was started as the organ of the brotherhood, but at the personal expense of a prominent member. At the convention in June, 1900, the paper was adopted by the brotherhood.

LITHOGRAPHERS' INTERNATIONAL PROTECTIVE AND BENEFICIAL ASSOCIATION OF THE UNITED STATES AND CANADA.

History.—The Lithographers' International Protective and Beneficial Association is composed of transferers, steam-press printers, provers, and hand-press printers; artists and engravers are eligible, and occasionally join. The question of its relations with the press feeders has caused some trouble, and the proposition to grant charters to unions of feeders has been made; but it has been held that the feeders are excluded by the terms of the existing constitution, and no arrangements for taking them in have been concluded.

The union was formed in 1883 by local organizations which had been connected with the Knights of Labor. At the convention of 1895, 1,165 members in good standing were reported; in 1897, 1,490. In August, 1900, the secretary gave the membership as 1,750; on April 1, 1901, as 2,056, of whom 62 were apprentices. The number of local unions was 16 in 1897, 17 in 1898, 18 in 1899, and 20 in 1900 and 1901. The secretary estimates that about nine-tenths of the workers at the trade are members of the union.

The New York City local union has nearly half the total membership. It has full control of the city trade. Every shop in the city, except 1 in Brooklyn, is reported to be thoroughly organized. About January 1, 1901, the local reported 856 members. The dues are $1.50 a month. The local pays an out-of-work benefit of $3 a week, a sick benefit of $5 a week for 8 weeks, and a funeral benefit of $500.[1]

Objects.—The constitution of the Lithographers' Association mentions, among other objects more commonly recited, the following: "To impart to its members the most advanced and improved methods of work in all its branches; such knowledge to be the secret property of the members of the association." The final clause, however, is not lived up to.

Conventions.—The convention meets once in 4 years. Each local union is entitled to one delegate for the first 50 members or less, and one additional delegate for every additional 75 members or majority fraction thereof. A delegate must have been in good standing for a year before his nomination, and must have paid up all indebtedness to the union to the day of the convention. Local associations can not be represented unless they are clear on the books of the national union. A delegate must be actively engaged in lithographic work. Expenses of delegates are paid from the general fund, and also the expenses of such general officers as are entitled to attend the sessions. The delegates receive $3.50 a day and actual traveling expenses.

Constitutional amendments.—The constitution may be amended, either by a two-thirds vote in the convention, or by a two-thirds majority of a popular vote upon amendments proposed with the consent of five local unions.

Officers.—The officers are a president, a vice-president, a secretary-treasurer, a secretary-treasurer of the mortuary fund, and alternates for the two secretary-treasurers. All are elected by ballot at the quadrennial convention.

The secretary-treasurer is required to keep a roll of all members of the union, showing the local which they are attached to, the branches of work in which they are employed, their ages, and locations. He must also keep a roll of all expelled members and rejected candidates, with their ages, occupations, and locations, and the causes of their expulsion or rejection. The constitution requires him to keep a roll of all workers at the trade who are not members, and their locations; but this is not lived up to. He must keep a list of all shops, the number of hands employed in each of the several branches, the average wages paid in each branch, and the hours of work. Every 3 months he must ascertain the condition of the trade in each city and send a report to each local. He collects all money due the organization, except money due to the mortuary fund.

[1] Typographical Journal, January 15, 1901, p. 63.

The secretary-treasurer of the mortuary fund collects all money due to that fund, and pays death claims and expenses pertaining to the fund.

The president's salary is $500 a year; that of the secretary-treasurer, $300 a year; that of the secretary-treasurer of the mortuary fund, $200 a year. The two secretary-treasurers give bonds for $1,500 each, the cost of which is paid out of the funds which they respectively manage.

The general president appoints five members, who, together with himself and the secretary-treasurer, constitute the general executive board. This board audits the books and accounts of the general officers twice a year. It also decides all differences that may arise between the general officers and the local unions, and all appeals from the decisions of the general president. Its decisions stand as law until the next convention. At the convention the board presents a written report of all decisions rendered, and those approved by the convention are published as an appendix to the constitution and accepted as an authority for future decisions. Though the laws so established are primarily judge-made, they do not stand as permanently valid till they have been approved by the legislative body.

Shop and trade committees.—In every city which contains two or more lithographic establishments the constitution requires that a trade committee be established, composed of one member from each shop which contains two or more members of the association. In each such shop a shop committee is to be elected, and the chairman of this committee is to be the delegate to the trade committee. The secretary of the trade committee is directed to present a full report of the committee's proceedings at each regular meeting of the local union. It is the duty of the chairman of the shop committee to keep a general oversight of the shop, watch the employment of new men, try to see that all men employed in the trade are members of the union, and collect all dues and assessments from members in the shop and turn them over to the secretary of the local union.

Membership.—A candidate for membership must be at least 21 years old, and must have served at least 4 years at the branch specified in his application. The proposition must be referred to a committee, who are to investigate the character and eligibility of the candidate and report at the next meeting. A secret ballot is then taken, and unless 5 black balls appear the candidate is elected. Several other national unions provide that if less than a specified number of black balls are cast the candidate shall be voted on again at the next meeting, and in the meantime the objecting members shall furnish their reasons for objection in writing, to be read to the union, though generally without exposure of their names. The lithographers provide for a similar procedure only in case as many as 5 black balls are voted. If the reasons offered by the 5 objecting members seem to the local executive board to be sufficient, the candidate is rejected. If the board thinks the reasons insufficient, the president reads them at the next regular meeting, and a new vote is taken. A two-thirds majority seems then to be sufficient to elect the candidate. The names of those who present objections to a candidate are not to be revealed by the president to anyone without their consent.

The initiation fee may be any sum not less than $3, of which $2 goes to the general mortuary fund, and 25 cents to the same fund for a benefit certificate.

Stockholders in lithographic plants are not eligible to membership. If any member becomes a stockholder he is to receive an honorable withdrawal card. If he afterwards desires to become a member as an employee, he is to deposit the withdrawal card and may be admitted by a two-thirds vote of the members present. If a member, after becoming a stockholder, causes such trouble as to bring on a strike or lockout in any local association he must pay that local $250 before being admitted again to that local or any other.

Apprentices.—One apprentice is allowed for the first 5 journeymen or less in any branch of the business, 1 additional apprentice for the next 10 journeymen, another for the next 15, and another for the next 25. The union recommends to its locals that the system of indenturing apprentices be introduced as far as possible. Apprentices are required to serve 4 years and to pass a "rigid examination" before being admitted to membership. Locals are recommended to admit apprentices to provisional membership in the last year of their apprenticeship without the payment of current dues and without the privilege of speaking or voting.

Discipline.—Charges against any member must be presented to the local president in writing, and must be tried by a committee of five. If the committee reports to the union that the charges are sustained, and the accused takes no appeal within 2 weeks, the decision is final. In that case, or if, on appeal the local sustains the committee, a penalty of expulsion, fine, or reprimand is fixed by a two-thirds vote of the members of the local. An appeal may be taken to the general executive board. A member expelled from any local can not be readmitted to any other

without the consent of the local which expelled him, to be given by a two-thirds vote.

No member can go to work in the jurisdiction of another local than his own without first obtaining the permission of its president and learning whether he is taking the place of a sacrificed member or a member on strike. No union man is allowed to take or apply for any position in any nonunion shop without first obtaining the consent of the local union, to be given by a two-thirds vote of the members present. When such consent has been given, the member must do his best to unionize the shop, and must report progress to the local at each regular meeting. If it appears that no progress is being made, the member may be ordered, by a two-thirds vote, to withdraw from the shop.

Finances.—In addition to payments to the mortuary fund, a per capita tax of 75 cents a quarter is levied on every member. Thirty-five cents of this amount is to be kept in a separate fund, known as the emergency fund, and to be used only in support of strikes and lockouts or in aid of "sacrificed" or victimized members.

Any member who fails to pay his dues and assessments, other than mortuary dues, for 3 months is to be expelled. If he makes application for reinstatement within 30 days, it may be granted by a majority vote of the members present at a regular meeting. Within 60 days it may be granted by a two-thirds vote. After 60 days it must be referred to the local executive board. The board must report to the next regular meeting on what terms it recommends readmission, and a two-thirds vote of the members is necessary.

Benefits—*Death benefits.*—Every new member is required to pay an initiation fee of $2 for the mortuary fund, and 25 cents for a benefit certificate. The mortuary fund is maintained by assessments of 50 cents each, levied whenever the general president and the secretary-treasurer of the mortuary fund consider it necessary; but not more than 2 assessments can be levied in 1 month In practice it is stated that about 10 assessments a year are called for. The members are divided into 7 classes. Class A comprises members who have been in good standing for 6 consecutive months immediately before death, and the beneficiary designated by a member of this class is entitled to a death benefit of $500. Class B comprises members who have been in good standing for 5 consecutive months immediately before death, and the benefit is $300. In Class C, 4 months, the benefit is $250; in Class D, 3 months, $200; in Class E, 2 months, $150; in Class F, 30 days, $100; in Class G, less than 30 days, $50. Any member who fails to pay an assessment within 40 days from date of call is reduced 3 classes, and if he is a member of Class E F, or G he is dropped from the roll and can regain membership only by reinstatement. If a member fails to pay an assessment within 60 days, he is reduced 4 classes, and is dropped if he has been a member of Class D. Members of Classes A, B, and C are dropped if their assessments are unpaid for 90 days. Any member dropped from the roll of the mortuary fund is by that fact expelled from the association, and any member expelled from the association for any cause forfeits all claim for any benefit.

Traveling loans.—Any member who wishes to change his location may be granted a loan of the necessary money by a majority vote of the local executive board. He must give his note at 60 days, and must pay the amount within that time unless he secures an extension. In default of payment he is liable to expulsion, if the amount is equivalent to 3 months' dues.

Sick and out-of-work benefits.—The president, in his report to the convention of 1897, advocated the introduction of an out-of-work benefit, particularly on the ground that improved presses were throwing many members out of employment. The change was not introduced. The local executive board has power to remit dues and assessments to members who are in arrears through sickness or lack of work.

Sick benefits are paid by the local unions in New York, Boston, Chicago, and a few other cities. Unemployed benefits are paid by the locals in New York and Boston.

Strikes and lockouts.—Any grievance against an employer is first to be presented by the aggrieved member to the chairman of the shop committee, and he is to report it to the president of the local. If the local executive board thinks that the grievance deserves consideration, it is to call a special shop meeting. At this meeting an individual statement regarding the grievance is to be received from each member employed in the establishment. If the board is now convinced that the grievance should be pressed, a special meeting of the local is to be called. The local votes by secret ballot, and a two-thirds majority is necessary to sanction a demand or resistance. When such a vote has been given, the local president is to appoint a committee of the employees of the establishment involved to act with the local executive board in presenting the grievance to the employers. If an amicable

adjustment is not obtained the local secretary is to lay the whole matter before the general president, with a statement of the number of members involved, the number of married men, the number of single men, the amount in the local treasury, how many are engaged in the trade in the town, and the condition of the trade. If the general executive committee approve the demand, the local president is to be directed to order the men out. Members taking part in an authorized strike are entitled to $10 a week strike pay if they are married or have others dependent upon them for support. Single members, who have only themselves to support, receive $6. Larger amounts may be allowed by a two-thirds vote of the general executive board. The benefits are not to be paid for more than 6 months. Assessments may be levied by the general executive board if necessary.

The local executive board is to take full charge of the strike. The local union is to select two competent members to handle all strike money. One is to act as paymaster, the other as clerk. The clerk must prepare a weekly pay roll, in triplicate, one copy for the general secretary-treasurer, one for the paymaster, and one for himself. The paymaster is to pay to each man on the roll, at a specified time and place, the amount opposite his name.

The local union is to report all particulars of the strike to the general president every fourth week, and a copy of the report is to be sent to each local. If the general executive board considers that the members are unable to continue the resistance, it is to issue a statement of the reasons to all the locals, and to invite a vote on the following questions: First, Shall resistance be continued? Second, Shall financial aid be continued?

A "sacrificed" member is defined in the constitution as one who has lost his position by reason of his activity in advancing the interests of the union. He is to be paid his full salary until a permanent position has been secured for him. A permanent position is defined as being a position for at least 4 weeks.

Thirty-five cents a member a quarter, from the per capita tax, is put into a separate fund, known as the emergency fund, which is to be used only for the support of strikes or lockouts or in aid to sacrificed members.

Hours of labor.—The present constitution provides for a week of 53 hours, and says that all work done outside of the hours of the agreed schedule is to be considered overtime and to be paid time and a half. It is reported that the 53-hour week has been established by all locals except three, and that they have partly established it. There has been a strong agitation among the lithographers for the 8-hour day, but they have not yet thought it wise to insist upon it. A committee which considered the question some years ago reported that "its enforcement is impracticable at this time, owing to the depressed condition of trade."[1]

The president said, in his report to the convention of 1897, in discussing the efforts which the association had made to reduce the working week from 59 or 60 hours to 53: "A fact that is oftentimes lost sight of in the consideration of this question is the anomaly that in almost every instance where the lesser hours are in vogue the product is greater than in the locality where the longer hours prevail. There are perhaps many reasons which might be given to explain this anomaly, yet they are in no way called for, simply because the fact is conceded by all those who have given the subject careful thought. Employer and employee, when the question has been investigated, agree upon the fact, and it is possibly owing to this very circumstance more than to anything else that the employers who have granted the lesser hours are comparatively satisfied to wait to see what we as an organization may be able to effect in the near future."

It is an interesting query whether this belief has any connection with the refusal of the association to try for the 8-hour day during hard times. Other organizations, like the German printers, which unhesitatingly look upon the shorter workday as a means of diminishing the product of the individual, and so giving employment to more men, regard the time of depression as the very time for shortening hours. The lithographers act on the same principle when they shorten the week in order to divide the work. In New York plants shut down on Saturday when work is slack, thus dividing employment equally. Union officers keep in touch with the shops and furnish the most of the men that are called for.

Limitation of work.—Any member who runs more than 1 press, unless for a single day in an emergency, is to be expelled, and can not be reinstated without paying a fine of $250.

Holidays and overtime.—There is no constitutional provision forbidding work on holidays, but it is directed that members who are obliged to work on such days shall be paid time and a half. Overtime is paid at the same rate.

[1] Constitution, 1897, p. 61.

Wages.—Local organizations usually fix minimum wages. In New York th minimum wages are $20 a week. But such rules do not prevent members fro getting larger wages. Twenty-five dolla's a week is said to be frequently paid i New York. By a two-thirds vote of the local union a member of advanced age o inferior ability may be permitted to work for less than the established rate. Suc permission, however, is very seldom asked for.

Piece, team, and task work—Bonuses.—Any member working team or task work, o accepting percentage or bonus, is to be reported at once to the local union officer s and they are to "take action as to the best interest" of the association. Tea work is defined as "the employing of boys or girls not regularly apprenticed a any branch of the business to do one part of the work only; the employing of man to do a part of his branch of the business continuously."

The secretary reports that the task-work system has been done away with, an that neither task work nor piecework in any form is allowed.

Union label.—The Lithographers adopted a union label in 1897, but the nature o their work is not such as to make their label of great value to them. The secre tary-treasurer says: "Most manufacturers employ only union men and might us the label, but on many classes of work the label can not be used without spoilin the appearance of the work or dissatisfying customers. Labels are more used i the West than in the East. Forty or 50 per cent of the manufacturers use it wher possible."

INTERNATIONAL STEEL AND COPPER PLATE PRINTERS' UNION OF NORTH AMERICA.

History.—This union was organized September 2, 1893. The local unions which composed it had been affiliated with the Knights of Labor. It embraces printers of bank notes and pictures, as well as of cards and commercial work. It has only 5 local unions and about 800 members, but these are said to comprise 95 per cent of all the plate printers in the country. The membership in successive years is given by the secretary-treasurer as follows: 1893, 350; 1894, 400; 1895, 300; 1896, 550; 1897, 600; 1898, 675; 1899, 725; 1900, 800.

Convention.—The convention meets annually in June. Each local is entitled to 2 delegates, and the expenses of the delegates are paid by the locals. The delegate holds office for a year, and represents his local in case of a special convention during his term. A local must have paid its per capita tax and all indebtedness to the national union in order to be represented. Each delegate must have been a resident member of the union he represents for at least 6 months, if the union has been organized so long.

The constitution is amended by vote of the convention.

Officers.—The officers are a president, a vice-president, a secretary-treasurer, and an organizer. They are elected by the convention by ballot. A majority is necessary to a choice. No one except a delegate is eligible for any national office but that of secretary-treasurer.

The president has power to suspend any officer whom he believes to be derelict in his duty or guilty of any dishonest act. He must, however, furnish the officer with a detailed statement of his reasons, and also send the vice-president a similar statement. The vice-president is then to appoint a committee of 3 from the executive council to try the suspended officer.

The secretary-treasurer is directed to deposit all money, except $150 for current expenses, in the name of the trustees. The current-expense account is to be drawn upon only by the secretary-treasurer in conjunction with the president. The salary of the secretary-treasurer is $150 a year.

The organizer is directed to correspond with each town or place in his territory where there are plate printers at work, to encourage them to embrace unionism. He is entitled to the regular rate of wages of his union for any time lost in attending to union business, together with necessary traveling expenses. The amount paid him may not exceed $100 a year, except on the indorsement of the executive council.

The executive council consists of one delegate from each local union. It has power to impeach any officer. If an officer is found guilty and removed from office, the remaining delegate from the same local union is to be appointed by the president as his successor. Each local secretary is required to furnish the secretary treasurer quarterly with a statement of all rejections, expulsions, suspensions, and reinstatements, and the reasons therefor, and also with a statement of

ıe condition of the trade. Local secretaries must also furnish annually statistics the number of apprentices within the jurisdiction of their unions.

Membership.—The constitution requires an apprenticeship of 4 years, beginning etween the ages of 17 and 18, as a qualification for admission. The qualification apprenticeship may be waived only by consent of the national union. An pplicant for membership or reinstatement who has been rejected can not apply gain to any union within 6 months. A member who secures a place as foreman ay retain his membership if he wishes.

The name of every applicant for membership must be sent at once by the local ecretary to the national secretary-treasurer, and by him to all the local unions. o person may be received into membership until 15 days after the publication of is name as an applicant; but this is not to be enforced during a strike.

Apprenticeship.—The constitution enjoins upon each local union to limit the number of apprentices in some definite proportion to the number of journeymen employed in each office. An apprenticeship of 4 years is prescribed as the necessary qualification for a plate printer, and it must have been begun between the ges of 17 and 18. The local unions are recommended to admit apprentices to a onditional membership in the last year of their apprenticeship, without payment f dues and without the privilege of voting, in order that they may become equainted with the workings of the union.

Transfer cards.—Cards, in the form of certificates of membership, prepared by the national office, are issued to members, good for 30 days from date, and transfers from one union to another are made by the use of these certificates. A person who comes from a place where a union exists without such certificate can not be admitted unless by special permission of that union, under penalty of a fine of $25 upon the union which makes the irregular admission.

Appeals.—Appeals from the decisions of a local union lie to the executive council and from it to the convention. All parties to an appeal, in which documents are to be submitted to the general office s of the union, must make affidavit to the truth of their statements before a notary public. The decision of the local union must be complied with pending the appeal.

Finances.—The national union derives its revenue from a charter fee of $5, from the sale of supplies to local unions, and from a per capita tax of 15 cents a quarter. The executive council has power to levy assessments when necessary. Locals are required by the constitution to pay the per capita tax on all members 1 year or less in arrears. Local dues are from 25 cents a month up.

Strikes.—In case of a dispute with an employer the local union is required to notify the organizer. The organizer is to go to the place and try to adjust the difficulty. If he fails, he is to notify the president. The president submits the case to the executive council. If the executive council votes to authorize a strike, the question is then submitted to a special meeting of the local union. No member may vote on the question unless he is in good standing and has belonged to the local union at least 6 months. A three-fourths vote is necessary to authorize a strike. Strike pay is $7 a week for married men and $5 for single men. No member who receives work as much as 4 days in the week is entitled to benefit, and any member who refuses work is debarred. Strike pay ceases after 8 weeks unless both the local union and the executive council think it necessary to continue it. Weekly reports are required from the executive board of the local union to the national secretary-treasurer showing the amounts of money paid in benefits, the number of beneficiaries, union or nonunion, and all other facts that may be required.

It is especially provided that in case of a general strike in a town where several offices are involved no union force of men shall refuse to work for a proprietor who agrees to pay the scale, provided they have the consent of the local union.

Sharing of work.—The secretary-treasurer reports that it is the general rule that all shall have an equal share of work in all union shops.

Hours of labor.—Forty-eight hours is the usual length of a week's work.

Piece work.—The piece-work system is approved by the plate printers for their own trade, and is the system under which they are usually paid.

Machinery.—The plate printers have always opposed the introduction of steam presses, and have maintained that the work done on a hand-roller press is far better. They have succeeded in excluding the steam press from the United States Bureau of Engraving and Printing, the largest plate-printing office in the country.

CHAPTER VI.

LABOR ORGANIZATIONS IN THE BUILDING TRADES.

BRICKLAYERS AND MASONS' INTERNATIONAL UNION OF AMERICA.

History.—The Bricklayers and Masons' International Union of America was organized in 1865. It includes bricklayers, stone layers, and plasterers. The secretary asserts that the union has never countenanced or encouraged the admission of plasterers where the Plasterers' International Association has had a local. It refuses to grant charters to locals composed of plasterers exclusively, holding that such locals belong to the Plasterers' International Association. In small places which can not support separate locals of bricklayers and of plasterers, it takes the position that the plasterers should join with the bricklayers and masons. Nearly one-third of the locals of the Bricklayers are mixed unions which contain plasterers, and some of them are over 30 years old. Plasterers have been members of the Bricklayers' Union since 1865. The convention of the bricklayers in 1898 passed a resolution directing the executive board to consult the Plasterers' International Association with a view to the amalgamation of the two bodies, and to report to the bricklayers' convention of 1900.[1] The Plasterers did not consider the proposition favorably.

Four hundred and twenty-two locals were reported in the summer of 1900 and 371 in 1899. On December 31, 1900, the number was 452. The secretary estimated the membership June 30, 1901, at 39,000. For December 31 of certain previous years the membership is given as follows:

1892	27,448
1894	19,674
1896	23,254
1898	26,707
1899	33,351
1900	37,789

President Gompers said in his report to the American Federation of Labor convention of 1899 that the Bricklayers and Masons' Union had decided by a referendum vote in favor of affiliating with the Federation of Labor, but that their general officers found themselves without authority to carry out the decision, and had concluded to refer the matter to the next convention, which was to be held in January, 1900.[2] The question was again submitted to the local unions in 1900, and was defeated by a vote of 299 unions against 123. The vote is counted by unions, and not by members.

The officers in their reports expressed regret at this outcome. The secretary said that the union constantly received great assistance from the organizers of the Federation. He called attention to the isolated condition of the Bricklayers, and said that the question would soon be, not whether they should affiliate with other organizations, but whether they should affiliate with the American Federation of Labor or with the National Building Trades Council.

General attitude.—The preamble of the Bricklayers' Union recites the phrases of the Declaration of Independence—that God has endowed all men with certain inalienable rights, and that all men are created free and equal. It continues: "The trend of employers, assisted by combined capital, is to debase labor and deny it its lawful and just share of what it produces."

Convention.—The convention meets annually on the second Monday in January. Each local is entitled to 3 representatives for the first 250 members or less, and to 1 additional representative for each additional 150 members. Representation is based on the membership shown by the July report. When a vote by unions is taken in the convention each local is entitled to at least 3 votes, whether or not it has 3 delegates present. A local in arrears for dues is not entitled to representation. The expenses of delegates are paid by their locals. The general body pays

[1] Plasterers' International Association Convention Proceedings, 1900, pp. 26, 27.
[2] A. F. of L. Convention Proceedings, 1899, p. 8.

the expenses of its officers in attending the convention, and pays them the regular rate of wages in the locals to which they belong with $1 a day additional. Salaried officers do not receive the per diem allowance.

The secretary, in his report of December 1, 1900, called attention to the small attendance at recent conventions, and recommended that the expenses of delegates be paid from the general treasury instead of by their locals. He also suggested cutting down the representation of each union to 1 delegate and giving each delegate a number of votes proportional to the number of members he might represent.

Officers.—The union has an executive board composed of the president, first vice-president, and secretary, and a separate judiciary board composed of the president and the first and the second vice-president. The executive board has control of all executive business, including all disputes with employers, and complete control of all strikes. The judiciary board has control of all matters of appeal relating to the laws or usages of the international union, or of subordinate unions, and to charges or disputes of one member or one local union against another. The officers are elected by ballot in convention, and a majority of all votes polled is necessary to election.

The secretary devotes all his time to the organization. The president is an active officer and has to give the union a great deal of his time: but he is paid by the day, only for time lost, at his accustomed rate of wages. During the 11 months ending November 30, 1900, his compensation was $660, made up of wages for 130 days lost time, at $4.40 a day, and 16 days of attendance at sessions of the executive board, at $5.50 a day. The convention of January, 1901, voted testimonials of $300, $200, and $100, respectively, to the retiring president, first vice-president, and second vice-president.

Local unions.—In April, 1900, Mr. O'Dea, who had for many years been secretary of the organization, resigned that position and was appointed general organizer, under an agreement that he was to be paid $75 for every new local organized, and was to pay all the expenses of organization. In connection with his offer to take the position on these terms, he submitted a table of the work of the previous year, showing 24 unions obtained by the organizers at a cost of $2,450, or about $102 a union. In the period of 7 months from May 1 to December 1, 1900, under his contract, Mr. O'Dea organized 45 unions, which entitled him to a payment of $3,375; out of which, however, all expenses of organizing, as well as cost of seals and some other supplies for the new locals, had to be paid. The new secretary, in his report of December 1, 1900, expressed the greatest gratification with the results of the contract. The convention of January, 1901, however, discontinued the arrangement. A testimonial of $250 was voted to Mr. O'Dea, but was declined.

Each local union, when it is organized, may be installed as a bricklayers', bricklayers' and masons', bricklayers' and plasterers', bricklayers', masons', and plasterers', or stone masons' union, provided there is no objection from any other union in its city or neighborhood.

All communications from a local must bear the seal of the union and the signatures of the president and the recording secretary. Any union which fails "to answer such official communication within a reasonable time, not more than 10 days, shall, on report of the union or person making the complaint, be fined the sum of $5, which shall be paid into the treasury of the international union."

Membership.—Every candidate for membership "must be a practical bricklayer, mason, or plasterer, and competent to command the existing scale of prices for work; and shall (if complaint is made as to his ability) be compelled to pass a satisfactory examination by a committee of the union in whose jurisdiction he is working." The candidate must be vouched for as being a citizen of the country, or having declared his intention to become one.

After providing for the reception of plasterers by the local unions, the constitution adds, "This shall not apply to localities where there are exclusive plasterers' unions of a local or national character. But the admission of plasterers to a local union shall be left optional where no exclusive plasterers' union exists."

Every person initiated takes a pledge on his honor as a man that he will not reveal any private business or proceedings of the union or any individual action of its members; that he will abide by the constitution, by-laws, and scales of prices of work adopted by it; that he will acquiesce in the will of the majority, and that he will, by every honorable means within his power, procure employment for members of the union.

Apprentices.—The constitution gives the locals power to regulate their own apprentice laws; but it forbids any contract of indenture for less than three years. It provides for compelling indentured apprentices to complete their time, and for finding places for apprentices whose employers may have gone out of business.

It also presents a form of contract for indenture which it recommends to the locals. The secretary reports that indentures are much used. Where they are not in use apprentices are often registered by the union, and the same control over them is maintained.

Traveling cards.—Any member who is clear of indebtedness to his local, and against whom no charge is pending, is entitled to a traveling card, good for 30 days from date of issue. It may be once renewed for 30 days, but can not be renewed again. Before the renewal expires the holder must deposit it in some local, or forfeit his membership. On depositing it, and paying dues from date of issue of the card, he is entitled to all the privileges of a member. Contrary to the practice of many unions, the bricklayers do not collect dues in advance on issuing a traveling card. Indeed, collection in advance under such circumstances is forbidden, under penalty of a fine of $3 on the offending local.

One who joins the union as a stone mason must draw his card as a stone mason, and one who joins as a bricklayer must draw his card as a bricklayer. Violation of this rule is punishable by forfeiture of membership, and a special initiation fee of $25 if reinstatement is applied for.

No union may charge money for receiving a traveling card, under penalty of a payment of $5 more than it charged.

The corresponding secretary of the union in which a card is deposited must immediately forward a certificate of the receipt of it to the corresponding secretary of the union which issued it, under penalty of a fine of $5 The constitution adds: "This law is imperative, so as to enforce discipline and to be enabled to keep track of all traveling members." Any bricklayer or mason who refuses to join the union where he is, but goes to another place, joins a union with a smaller initiation fee, and returns within 30 days, is to be required to pay the difference between the initiation fees.

Discipline.—The Bricklayers and Masons' Union has a code of crimes and penalties, according to which treasury defaulters are to be fined not less than $10 or more than $50, besides the return of the amount embezzled; "union wreckers," $25 to $100; inveterate or notorious scabs, for third offense or over, $50; common scabs, for first or second offense, not less than $5 or more than $25. A union wrecker is defined substantially as one who goes into the jurisdiction of a union on strike and accepts employment and persists in retaining it, or who leaves a union to defeat a legal strike. Scab is defined as "an employer or employee who has violated the laws of this or of subordinate unions, whom the members of the international union are debarred from working for or with until he or they have complied with the laws of said union."

Those who as nonunion men have worked against the interests of the Bricklayers' Union and refused to join it may be punished with a special initiation fee of not more than $25, in addition to the regular initiation fee, when they apply for membership.

It is forbidden to place a fine on any employer who is not a union member; but this does not apply to special initiation fees.

Charges against any member must be brought in writing and tried in open meeting, after due notice to the accused. Guilt or innocence is determined by a majority vote, and the penalty is fixed in the same way. If an accused member fails to appear for trial he is deemed in contempt and fined such sum as the union may think proper, and suspended until the fine is paid. An appeal lies to the judiciary board, and, finally, to the convention. Before making an appeal the accused must pay any fine which may have been imposed upon him, in order to restore himself to good standing. If the appeal is sustained the fine is returned.

Finances.—The charter fee is $20. Twenty-five cents is collected by the general body for each new member, including charter members, and credited to the strike fund. The per capita tax is fixed each year by the convention. In 1900 it was 7 cents a month. The local initiation fee may not be less than $10 nor more than $25. New locals may admit members at a lower rate for the first 30 days after they are established; and the executive board has power to grant any local permission to do so for a limited time.

A member 5 months in arrears for dues is to be suspended, and when 6 months in arrears is to be dropped from the roll and may not be reinstated "unless upon payment of an initiatory fee." A subordinate union 6 months in arrears for dues to the national union is to be dropped from the roll and is not to be restored until it pays double the amount of its per capita tax for the time it has been in arrears.

The names of delinquent members are sent by the secretary of the international union to each local, and each local secretary is required to post the list in a conspicuous place in the meeting rooms on pain of fine of $5. No union may receive

into membership any person whose name appears on the delinquent list until he has settled the fines or claims with the union by whom he was termed delinquent.

On December 31, 1899, there were 22 different rates of initiation fee, as follows:

Number of unions.	Rate charged.	Number of unions.	Rate charged.	Number of unions.	Rate charged.	Number of unions.	Rate charged.
1	$1.00	4	$11.00	2	$17.00	2	$22.00
1	.50	2	12.50	1	18.00	1	22.25
1	2.50	115	15.00	33	20.00	57	25.00
32	10.00	6	15.25	1	20.25	1	26.00
1	10.25	1	15.75	1	21.25	1	30.00
1	10.75	2	16.00				

The unions in and near New York City and Chicago charged $25; so did those of many smaller places; but only $15 was charged in Philadelphia, St. Louis, and Boston, and only $10 in San Francisco, New Orleans, and Baltimore. The one union which charged $26 was in Denver, and the one which charged $30 was at Missoula, Mont.

In 1899 the bricklayers' union introduced a yearly working card to which monthly stamps indicating the payment of per capita tax were to be affixed. The secretary, in his report of December 1, 1900, expressed thorough approval of the system, but said that some local unions had failed to put it into operation. He believed that it could be brought into successful working in the course of another year.

Benefits.—The constitution specifies among the powers of the local unions that of establishing beneficial or mortuary funds. It forbids locals to tax traveling cards for such funds.

Strikes.—1. *Earlier provisions as to authorization of general strikes.*—The rules of the union have for a long period provided that in order to receive aid from the general organization, any union desiring to strike must obtain the consent of two-thirds of the entire number of the local unions in the organization. Formerly the general officers had no discretion in submitting the petition or "bill of grievances" of a union desiring strike assistance, to the subordinate unions, provided the petition was in proper form. The constitution of 1893 (art. 12, sec. 2), provided that the subordinate union desiring to make application for authority to strike must take a vote by written ballot, a two thirds majority of all the members being required. In case there should be two or more unions in a city they must be regarded as one in taking such a vote. There was also a requirement in this constitution that subordinate unions should provide for joint boards of arbitration with their employers, and in practice the central executive board was wont to hold that in the absence of attempts to settle difficulties by arbitration the grievances of any union should not be submitted to the vote of the several unions.

2. *Attitude of general officers toward strikes.*—It appears from the reports of the president of the International Union from year to year, which contain a detailed statement of the action taken with regard to various bills of grievances from local unions, that it has been the policy of Mr. Heartz, the former president, of Mr. Klein, who has been president since 1894, and of Mr. O'Dea, general secretary, to interpret the limitations upon the authorization of strikes by the national organization, as strictly as possible. Thus there have been numerous instances in which the application of a local union to be permitted to appeal to the other unions for support was rejected on the ground of technical insufficiency, failure to take a written vote, insufficient majority, etc. In not a few other instances the application has been rejected on the ground that efforts to secure arbitration have not been properly made. In still other instances the application has been rejected on the ground that only one or more firms in the city were involved, so that the dispute was not a general one in which the principles of the organization were at stake. In a communication replying to such a petition, signed by Thomas O'Dea, secretary of the International Union, in 1894, it was stated that the customs and practices and laws of the International Union have always been opposed to granting aid in strikes against an individual or a firm. The right of the union to demand support is recognized only when its demands are refused in general by all the contracting parties or employers, necessitating a general lockout or stoppage of all work.[1] A similar provision was later incorporated in the constitution.

As an illustration of the policy of the international executive officers regard-

[1] Twenty-ninth Annual Report of President and Secretary, p. 40.

ing strikes, their annual report for 1894 shows that petitions for the submission of grievances to the local unions were sent in by 7 unions. In 6 of these cases the executive board rejected the application, while in the seventh case the local union appears finally to have decided not to submit its grievances to the other unions.

In that year the 1 referendum vote actually taken on the question of authorizing a strike was regarding the strike of a union at Grand Rapids, which had been authorized by the annual convention to submit its grievances to the local unions. This fact is interesting because the strike of the Grand Rapids union was the last which has received financial assistance from the international organization.

3. *Strike benefits.*—The constitution of the Bricklayers and Masons' International Union provides that if once the organization votes to grant assistance to a local union on strike, the members of the union who are married men shall be paid $7 per week during the continuance of the strike, and those who are unmarried shall be paid $5 per week. Careful provision is made in the constitution regarding the method of distributing strike money in order to prevent fraud. The executive board has for many years been given a certain degree of control over the conduct of strikes receiving aid from the general organization. Thus the constitution of 1893 (art. 12, sec. 4) authorizes the board to investigate the progress of any such strike from time to time, and to declare it off if the prospects of success are found hopeless. The International Union does not provide for any payments except those to the members on strike. Any money expended for contingent or other purposes must be furnished by the local.

The money necessary to pay these benefits is raised, if necessary, by assessment upon all the local unions, the amount of the assessment being determined by the weekly payments necessary to support the members on strike. The Bricklayers and Masons have also a law for maintaining a reserve fund in the general treasury, to be supported by a payment of 25 cents by each member on his initiation. Since there have been no general strikes supported by the union during the past 7 years, the reserve strike fund has been gradually accumulating, although no new assessments have been levied especially to augment it. The amount of the reserve fund at the close of 1892 was $7,106, while at the close of 1899 it amounted to $11,990, although $3,081 had been paid during the year 1899 for buying the trade journal of the organization. At the close of 1900 the amount was $14,147.

The annual reports of the secretary show how carefully this system of strike benefits and assessments has been conducted. As an illustration of the methods employed, the report concerning the last strike receiving aid from the general organization, that of 1894, may be interesting. The secretary's report states first the action of the annual convention indorsing the application of the Grand Rapids union for permission to apply to subordinate unions for support in its strike. Then follows a copy of the circular sent out to the unions, which contains in full the statement of grievances submitted by the Grand Rapids union, the action of the convention regarding it, and directions as to the manner of taking the vote on the question of supporting the strike, and of transmitting the result to the secretary. The required number of unions having voted in the affirmative, the secretary sent directions in detail to the Grand Rapids union as to the manner of conducting the strike, of distributing the strike pay, etc. At the same time a circular was sent out to all the unions, giving the result of the vote in detail, including the action of each special union, and fixing the rate of assessment for the support of the strike at 3 cents per member per week. The secretary of the Grand Rapids union was required to send a weekly pay roll to the secretary of the International Union, together with a report as to the progress of the strike, the negotiations with the contractors, etc. To these weekly reports the secretary responded with advice and suggestions. After the strike had been in progress several weeks, the president of the International Union authorized a deputy to visit the scene of the strike and report the conditions. On receiving his report, the executive board thought it advisable to continue the granting of aid only for 2 weeks longer. The local union was informed of the intention to declare the strike off, and, consequently, it made more strenuous efforts to arrive at an agreement with the employers. The circular declaring the strike off was held up 1 week longer than the time which had been set, but was finally sent out. The strike was apparently not settled until after the International Union had discontinued its aid, but it finally resulted in a compromise. The report of the secretary contains a full statement of the amount paid each week of the strike, and the number of men, married and unmarried, receiving aid. After the close of the strike a notice was sent out to all the unions, stating the amount of expenditures and of receipts, the result of the strike, and containing a table for equalizing the contributions of the unions. The amount actually levied at the rate of 3 cents per week had been greater than was necessary to cover the expense of the strike, so that some of the unions which had paid in full were entitled to a rebate, while

e sums due from the others were decreased by an amount sufficient to properly qualize the assessment.[1]

4. *Working of strike system prior to 1894.*—Notwithstanding the restrictions bove outlined regarding the authorization of general strikes, the number of such trikes up to 1894 was considerable, and caused no little dissatisfaction on the art of the executive board. The following table shows the entire number of trikes receiving general sanction from 1883 to 1894, together with the amounts aid out by the International Union, and the results of the strike:

Year.	Location.	Weeks on strike.	Amount paid by International Union.	Rate assessed per week.	How terminated.
				Cents.	
83	Hamilton	2	$1,676.23	.10	Won.
84	Natick				Settled.
84	London				Settled.
84	New Haven				Settled.
84	Buffalo	15	21,662.00	.15	Lost.
85	Cleveland	6	2,401.00	.25	Won.
85	Denver	3	531.00	.12	Won.
86	Providence	20	4,607.00	.05	Lost.
87	Providence	21	3,602.00	.05	Lost.
87	London				Settled.
88	Fort Wayne				Settled.
88	Hamilton	2	1,912.00	.05	Won.
89	Fall River	9	1,144.00	.05	Lost.
89	Ann Arbor	18	1,762.00	.05	Lost.
89	Ann Arbor	21	1,600.00	.05	Lost.
90	Cleveland	5	5,717.00	.08	Settled.
90	Pittsburg				Settled.
90	Toronto	7	11,523.00	.18	Won.
90	Cincinnati	1	1,158.61	.05	Won.
90	Cincinnati	1			
90	New Haven	56	26,148.00	.05	Lost.
91	Williamsport	62	10,561.00	.02	Lost.
92					
91	Pittsburg	49	45,688.00	.05	Won.
92					
91	Vicksburg	4	1,100.00	.02	Lost.
93	Utica	1	473.00	.02	Won.
93	Lowell	21	7,309.00	.03	Lost.
94	Grand Rapids	23	12,199.00	.03	Compromised.

"Settled"—satisfactory to the unions. No assessment collected.

It will be seen that the total number of strikes which received the approval of the International Union during these 13 years was 27. Assistance was granted in 21 cases, the other 6 strikes being settled before the payments became necessary. The most serious strike ever undertaken by the organization was that at Pittsburg in 1891 and 1892, which lasted 49 weeks and required the expenditure of $45,688, the weekly assessments upon all of the members of the organization being 5 cents.

Mr. O'Dea, secretary of the International Union, commented strongly in his report for 1893 on the undue number and expensiveness of strikes. He says that the general impression among members of the union is that victory is to be expected in the case of any strike which has such wide support and which, owing to the precautions regarding its authorization, is presumably so just. As a matter of fact, a considerable proportion of the strikes undertaken by the organization have been lost, and the fault is that of the organization and of its rules. The subordinate unions are under the impression that the executive board is thoroughly conversant with all matters pertaining to the proposed strike before it permits any union to submit its grievances to the subordinate unions. Such, however, is not the case. The board is as ignorant of the true state of affairs as the subordinate unions are. It can not go behind the bill of grievances as presented. The constitution requires that bills which are in regular form shall be submitted by the executive board to the subordinate unions for their vote. The vote is almost invariably in favor of supporting the strike. It is usually a sympathetic vote. The majority of the unions vote in the affirmative as a matter of pride, so that they may say that they have never voted against a strike. The secretary advises more careful attempts at arbitration and less disposition to enter upon strikes or to vote in favor of supporting them.[2] He recommends also the adoption of an amendment to the constitution

[1] Twenty-ninth Annual Report of Secretary, pp. 21-45.
[2] Report of Secretary, 1893, pp. 26, 27.

increasing the authority of the general executive officers regarding strike petitions. In accordance with this recommendation the annual convention, which met in June, 1894, adopted constitutional amendments, which, with some modifications, are the existing laws as to the authorization of strikes.

5. *Existing provisions as to authorization of strikes.*—The present rules of the Bricklayers' and Masons' International Union regarding the authorization of strikes are so stringent and so important as to deserve quotation in full.

"ARTICLE XVII.—*Strikes and lockouts.*

"SECTION 1. The policy of the International Union is protection. It seeks to maintain it by means of reason and conciliation through the peaceful methods of arbitration rather than by means of force. When reason fails and force is resorted to, then strikes are the result as a last resort.

"*Causes for strike.*—A strike will not be considered unless it be for a demand to maintain the standard hour worktime, or for a decrease in the hours of labor, a demand for an increase in wages, or to resist a reduction thereof, and all strikes must be of a general character, in which the union is arrayed against the employers as a whole, and vice versa. Any strike by a subordinate union against an individual, firm, or a minority of the employers of its locality, shall not be considered an International Union matter. And no application for strike will be acted upon until all efforts at arbitration have proved futile.

"2. Any subordinate union requiring the assistance of the International Union to vindicate its rights and privileges as guaranteed by this constitution, shall be required to conform to the laws and rules governing the same, and wait for an official answer.

"Where subordinate unions in distress are not allowed financial assistance, all International Union officers and subordinate unions are in duty bound in true union spirit to grant a l general support possible.

"3. *Bill of grievance.*—It shall transmit to the executive board of this union a bill of grievance which shall plainly state all the circumstances of the alleged trouble or difference existing in the locality. It shall state how and when it originated, what methods were employed to effect a settlement; if by arbitration, what propositions were advanced, and by whom, the names of the arbitrators, the number of meetings and dates of the same, and the ultimatum offered by either side. It shall state whether the negotiations for settlement were conducted by the arbitration joint committee or by the union direct.

"4. If a settlement can not be reached, the union shall at a summoned meeting order a ballot to be taken, and it shall require a two-thirds majority of all the members of the union to adopt a motion to strike. The vote taken must be by yes or no, printed or written on paper ballots, and they shall be cast and canvassed in the same manner as when officers are elected by the union. A record of the vote, and date of the meeting held, and the number of members present in attendance at the same, shall be entered on the minutes of the meeting, and a copy of the same shall be embodied in the bill of grievance. It shall also state its present numerical and financial standing, and be signed by the president and recording secretary, and attested by the deputy, with the seal of the union thereon.

"5. *Special deputy.*—On the receipt of such application to strike by the executive board, it shall at once send a special deputy to the scene of action to thoroughly investigate, and upon the report of such deputy (if all terms of the law have been complied with) the bill of grievance, together with the report of his investigation and the recommendation of the executive board, shall be submitted by the secretary of the International Union to the subordinate unions for their final action.

"6. *Vote on grievance.*—The corresponding secretary of each subordinate union, upon receipt of the bill of grievance from the secretary of the International Union, shall immediately notify the president of his union, who shall call a meeting of his union for the purpose of voting thereon, and he shall return the vote of the union, yes or no, within ten days from receipt of such bill. Any subordinate union failing to report their decision for or against a permission to strike within ten days, the secretary shall enter such union as voting in the affirmative upon the record of the International Union. Unions are requested to transmit answer, yes or no, by telegraph, to avoid delay. Any union failing to return an answer within twenty days shall be fined the sum of five dollars.

"7. Immediately upon ascertaining that a two-thirds majority of the several subordinate unions voting within the specified time are in favor of granting authority to strike, the president shall notify the union asking such permission, and action thereon shall be taken by said union within five days from the receipt of said notice.

"8. *On assessment.*—Each union shall take into consideration all matters submitted to it by the president of this union, and shall return the same to him immediately with its approbation or disapproval, and if authority be granted and he deems it expedient, he shall levy a tax not exceeding $1 during a strike on each member per week, and all the money thus raised shall pass directly into the treasury of the International Union. When official notice of assessment is submitted to the subordinate unions, it shall contain a statement of the question or questions voted upon by them, in tabulated form, and a notice stating the date the payment for such strike goes into effect. Upon receipt of an order from the president of this union, the treasurer shall transmit the necessary weekly amount to the receiver of said union on strike, by post-office order or express."

It will be seen that these new provisions not merely define very closely the grievances which may be a legitimate cause for a general strike, but require the international executive board to investigate the local conditions by the appointment of a special deputy before submitting the bill of grievances to the subordinate unions for their final action. The executive board is authorized to accompany the bill of grievances when submitted to the unions with its recommendations as to their action. In practice this seems to mean that the executive board uses its discretion as to whether it shall submit unwarranted appeals to the local unions at all.

The effect of this increased power of the central executive board over the authorization of strikes has been very marked. During the next year after the report above cited, 1894, the conditions in the bricklaying trade, as in most others throughout the country, were exceedingly unfortunate. Many bricklayers belonging to the International Union were out of work, while reductions in wages took place in the case of many others. The report of the secretary for the year declares that early during the year a large number of unions sought sanction for strikes to resist reductions in wages or otherwise to improve their conditions. During the months from February to April no less than ten such applications for support were forwarded to the general office. In view of this condition the executive board took advantage of its new powers to refuse to countenance appeals for permission to strike. It also issued an appeal to all the unions to refrain from strikes, and to vote against the support of strikes when petitioned by any union. This appeal pointed out the depressed state of business generally, the inability of the members of the union to pay strike assessment, and the likelihood of the failure of strikes if undertaken. As a result of this appeal, only a single strike was authorized by the vote of the unions during 1894, while since that date no strike has actually received financial assistance from the International Union. In one instance, in 1899, a vote of the subordinate unions did authorize a strike, but the difficulty was settled before assessments were actually levied for the support of the strikers.

The working of this system of central control over strikes is well illustrated by the experience of the bricklayers' organization in 1899. There were during that year four petitions from local unions for permission to appeal to the subordinate unions for strike support. Two of these difficulties were amicably settled by the special deputy sent to the place in question. One of the applications was rejected by the executive board on technical grounds. The other grievance was found on investigation to be a legitimate one, and the subordinate unions voted to support the strike. Meantime, however, the efforts of the special deputy to bring about a settlement were successful, and the strike was declared off before any assistance had been granted to the union. Aside from these formal applications for permission to inaugurate a general strike, seven other strikes of a local nature were brought before the executive board for consideration. In one of these instances the board held that the local union was not within its rights in prohibiting its members from working with a certain contractor. When the union refused to abide by the decision of the board in this regard its charter was revoked. In four other cases strikes threatened or actually in force were settled by the intervention of special deputies or of the other officers of the organization. In one case an appeal for aid was made without petition for formal strike assessments on behalf of the union. This appeal was refused on the ground that the strike was a sympathetic one in which the interests of the bricklayers themselves were not particularly involved. In one other instance, after investigation, the executive board declared its moral approval of a proposed strike, although financial support from the general organization was not asked for.

The vigorous policy of the central board in its control over the subordinate unions in regard to strike matters is shown by the occassional suspension or revocation of the charter of a local union for refusing to obey the orders of the board. This was the case, for instance, in regard to one union in Massachusetts in 1897. The local had appealed to the annual convention for support in a boycott to be instituted

against certain employers. The executive board, on investigating the matter, found that some of the material facts had not been brought before the convention; especially that another union in the same city had not consented to the boycott, and that the matter really involved a dispute between these two unions, in which the one refusing to sanction the boycott was beyond question right. The executive officers, therefore, sent a special deputy to try to bring about a settlement of the difficulty, and, when his services were rejected by the union, refused to approve the boycott. The local union continued insubordinate, declaring that the action of the convention took the question of the boycott entirely out of the hands of the executive board. Finally the executive board revoked the charter of the union, sending out a general circular to that effect, with an account of the dispute, to all the unions. The case is described in full in the annual report, but the next annual convention took no steps to override the action of the executive board.[1]

6. *Settlement of disputes by intervention of national officers.*—One of the most important results of the increased control of the executive board over the authorization of strikes has been the frequent settlement of disputes by the intervention of the board in connection with its investigation of the local conditions. The authority given to the board to appoint special deputies to visit the scene of the difficulty and investigate has been increasingly used, and their conciliatory action has become increasingly important. The first comment on this practice is contained in the report of the president for the year 1896. He declared then that the results of the appointment of such special deputies had invariably exceeded the expectations of the executive board. They had in various cases been able to prevent or settle troubles.[2]

Each annual report since 1896 contains accounts of a considerable number of cases in which special deputies have visited cities where strikes were impending. In many instances they report that the subordinate union rather than the employers is at fault, and by their influence they have been able to bring the union into line with the general conciliatory policy of the organization. In some instances the local unions are dissatisfied with the advice of special deputies, but the recommendations of the deputies are usually upheld by the executive board. From time to time, also, appeals are taken from the decisions of the executive board to the general annual convention. Here, again, most of the decisions of the board are sustained, although they are occasionally overruled. In still other instances the special deputies find real grievances existing, but are able, by negotiation with the employers in accordance with the conciliatory methods provided for by the rules of the bricklayers' organization, to effect a satisfactory settlement. The president and the secretary of the international union themselves at times visit the local unions and take part in negotiations with employers, or settle internal disputes within the unions.

As a result of all these endeavors on the part of the central officers to maintain peace in the ranks of the subordinate unions, general strikes of sufficient importance to warrant the support of the entire organization have been practically done away with. Moreover the number of local strikes has been very greatly decreased, and the instances in which amicable settlements of disagreements are reached by means of joint boards, or through the intervention of national officers, have greatly increased.

The officers of the organization itself appear highly satisfied with the results of their control over strikes. It is very evident that their attitude toward employers is friendly, and that they desire to settle all difficulties in an amicable manner if possible. The president and the secretary in each of their annual reports congratulate the union upon its success in avoiding strikes. Thus the report of President Klein for 1898 expresses the opinion that the general strike is really a thing of the past. The regulations of the organization over the conduct of the subordinate unions are too strong to permit financial loss to the general body through strikes on the part of local unions. The rules of the organization mean investigation, conciliation, mediation, and arbitration. The most successful mediator in the cases which can not be settled by local arrangement is the special deputy.

Secretary O'Dea also in his report for 1898 declares that the special deputies who have been employed during the year have performed their missions with fidelity, and have been successful in settling the disputes in which they have intervened.[3]

The present secretary, Mr. Dobson, remarked in his report of December 1, 1901, that while 55 unions had secured the 8-hour day during the preceding year, with, in most cases, an increase of pay, these gains had been made with very little serious trouble. He advised the new local unions to observe and follow the policy of the older ones, and to note their success in winning peaceful victories in respect to hours, wages, and other conditions.

[1] Thirty-second Annual Report, pp. 21–34.
[2] Rep. of President, 1896, p. 2.
[3] Thirty-third Annual Report of President and Secretary, pp. 4, 81.

Some further account of the methods of the Bricklayers in dealing with employers, particularly in regard to formal agreements and arbitration, is given on pp. 374 ff.

Hours of labor.—The union provides in its constitution that none of its members shall work more than 9 hours in 24, except in cases of extreme emergency, which must be reported to the executive board and receive its sanction. Among the powers reserved to the subordinate unions, however, is the power "to designate what constitutes emergency as to working overtime." But it is further provided that no union shall "allow its members to work 10 hours per day consecutively on any work merely because extra pay will be given for the tenth hour."

The executive board has also power to grant to such unions as may apply for it "the privilege to work such hours as will tend to hold and control any mason work in rolling mills, smelting works, blast furnaces, or corporation work held or controlled by scabs or nonunion men." The privilege is granted by the board reluctantly and sparingly. Members who go into a town where such a privilege has been granted must deposit their cards in the local union under penalty of a fine of $25.

The executive board may grant financial assistance to any local union which applies for it "with proof that with said assistance they can secure the 8 hours without regard to wages."

The following table is prepared from official reports of the secretary:

Number of 8-hour unions.—Bricklayers and Masons' International Union of America, March 7, 1896, and December 31, 1899.

	1899.	1896.		1899.	1896.
British Columbia	1	.....	New Jersey	11	2
California	1	.....	New York	31	16
Colorado	6	2	Ohio	9	5
Connecticut	2	.....	Ontario	2	.....
Illinois	13	2	Oregon	1	.....
Indiana	2	1	Pennsylvania	3	.....
Iowa	1	2	Rhode Island	1	1
Kansas	1	.....	Tennessee	1	1
Kentucky	1	3	Texas	6	1
Massachusetts	6	4	Washington	5	4
Michigan	3	1	Wisconsin	2	1
Minnesota	2	.....	District of Columbia	2	2
Missouri	5	3			
Montana	2	.....	Total	121	52
Nebraska	1	1			

In 1896 no union reported a day of more than 9 hours. In 1899 a single union at Lancaster, Pa., reported that its members worked 10 hours. It reported 9 hours in 1896. December 1, 1900, 172 unions out of a total of 441 were reported to have the 8-hour day.[1]

Wages.—The following table gives the rates of wages per hour of the several local unions on March 1, 1896, and on December 31, 1899, as reported to the general secretary and tabulated by him:

Rates of wages per hour, Bricklayers and Masons' International Union of America, March 1, 1896, and December 31, 1899.

Number of unions.		Rate per hour.	Number of unions.		Rate per hour.	Number of unions.		Rate per hour.
Mar. 1, 1896.	Dec. 31, 1899.		Mar. 1, 1896.	Dec. 31, 1899.		Mar. 1, 1896.	Dec. 31, 1899.	
.....	1	$0.20	3	6	$0.36½	.....	2	$0.43½
.....	1	.22½	.....	1	.36½	.....	1	.44½
.....	1	.22½	.....	1	.36½	1	1	.44½
1	2	.25	.....	1	.36½	.....	1	.44½
.....	1	.27½	.....	1	.37	46	69	.45
1	1	.27½	.....	3	.37½	.....	1	.47½
1	.....	.28	.....	2	.38	42	42	.50
9	15	.30	1	.....	.38½	3	16	.55
.....	1	.32	2	8	.38½	1	1	.55½
2	2	.33	31	22	.39	1	.....	.55½
39	38	.33½	.....	1	.39½	2	.....	.55½
1	2	.33½	43	64	.40	3	2	.56½
2	4	.34	.....	2	.40½	1	.....	.56½
.....	1	.34½	.....	1	.41½	1	1	.60
23	26	.35	2	.....	.43	2	5	.62½
1	.....	.35½	10	6	.42	4	3	.66½
11	5	.36	.....	2	.43½	.....	2	.75

[1] Annual Report, December 1, 1900, pp. 229, 250.

The following table gives average rates per hour by States and Provinces. ea local union in a State having the same weight in determining the averages:

Average rates of wages per hour by States and Provinces.

	Rate per hour.			Rate per hour.	
	Dec. 31, 1899.	Mar. 1, 1896.		Dec. 31, 1899.	Mar. 1 1896.
Alabama	$0.37½	$0.33½	Montana	$0.66⅔	$0.61
Arkansas		.50	Nebraska	.50	.45
British Columbia	.50	.56¼	New Brunswick	.33⅓	.33
California	.52		New Hampshire	.30	.30
Colorado		.50	New Jersey	.39⅜	.38
Connecticut	.39½	.39½	New York	.42½	.41
Delaware	.40	.40	North Carolina	.40	.40
Florida	.39⅜	.30	Nova Scotia	.30	.40
Georgia	.27½		Ohio	.41	.40½
Illinois	.44½	.41⅔	Oklahoma	.50	.40
Indiana	.42	.43	Ontario	.31⅜	.33⅓
Iowa	.42½	.46	Oregon	.55	.62½
Kansas	.47½	.50	Pennsylvania	.37	.35½
Kentucky	.42½	.46½	Quebec	.30	
Louisiana	.47½	.45	Rhode Island	.36	.37½
Maine	.33⅓	.33½	Tennessee	.40	.40½
Manitoba	.50	.50	Texas	.54	.51
Maryland	.31½	.31½	Virginia	.39	.40
Massachusetts	.42	.39½	West Virginia	.43½	.43
Michigan	.40	.36½	Washington	.37½	.55½
Minnesota	.39	.39	Wisconsin	.38	.40
Mississippi	.40		District of Columbia	.50	.50
Missouri	.50	.52½			

Scabs.—The constitution of the Bricklayers defines a scab as follows: "Whenever the word 'scab' appears in this constitution it shall signify an employer or employee who has violated the laws of this or subordinate unions, whom the members of the I. U. are debarred from working for or with until he or they have complied with the laws of said union."

Official journal.—The Bricklayer and Mason, the official journal of the union, is under the control of the editor, both as to its contents and as to its business management. The editor is directed to "advocate, through editorials in the journal, ideas consistent with true trade unionism." His salary is $1,500 a year, and he gives a bond of $2,000, on which the premium is paid by the organization.

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA.

History.—Two fruitless attempts were made by the carpenters, in 1854 and 1867, to establish a national union. The Brotherhood of Carpenters was established at Chicago in 1881 by 12 local unions, representing 2,042 carpenters. The first president of the brotherhood was Gabriel Edmondston, who organized a local federation of trades at Washington, and who was for several years secretary and then vice-president of the National Federation of Trades, which was established in 1881. The brotherhood afterwards absorbed the United Order of Carpenters and took the name of the United Brotherhood of Carpenters of America.[1]

The following table shows the growth of the organization:

Brotherhood of Carpenters and Joiners.

Year ending June 30—	Charters granted.	Charters surrendered.	Net gain of unions.	Number of unions in good standing.	Members in good standing.	Increase in membership.
1881				12	2,042	
1882	13	2	11	23	3,780	1,738
1883	11	8	3	26	3,293	[2]487
1884	21		21	47	4,364	1,071
1885	50	17	33	80	5,789	1,425
1886	104	7	97	177	21,423	17,059
1887	129		129	306	25,466	4,073

[1] Vigouroux, La Concentration des Forces Ouvrières, pp. 77, 78, 82, 87.

[2] Loss.

Brotherhood of Carpenters and Joiners—Continued.

Year ending June 30—	Charters granted.	Charters surrendered.	Net gain of unions.	Number of unions in good standing.	Members in good standing.	Increase in membership.
[illegible]	178	45	133	439	28,416	2,950
[illegible]	163	75	88	527	31,494	3,078
[illegible]	227	57	170	697	53,769	22,275
[illegible]	215	114	101	798	56,937	3,168
[illegible]	147	132	15	813	51,313	[1]5,624
[illegible]	104	201	[1]97	716	54,121	2,808
[illegible]	56	211	[1]155	561	33,917	[1]20,204
[illegible]	57	159	[1]102	459	25,152	[1]8,765
[illegible]	78	97	[1]19	440	29,691	4,539
[illegible]	46	79	[1]33	407	28,269	[1]1,422
[illegible]	63	42	21	428	31,508	3,239
[illegible]	73	49	24	452	39,845	8,337
[illegible]	250	23	227	679	68,463	28,618

[1] Loss.

Of the 679 unions on the rolls July 1, 1900, there were 40 working in the German language, 6 French, 2 Bohemian, 2 Jewish, 1 Scandinavian, and 1 "Latin." In distinctive trade branches there were 9 mill men's unions, 6 stair builders' unions, 1 of car builders and 1 of floor layers. In the Southern States there were 16 unions of colored carpenters.

Starting with a membership of 2,000 in 1881, the union grew steadily to nearly 6,000 in the middle of 1885. In the next year it made a great leap to a membership of about 21,500. In the fiscal year ending June 30, 1890, there was another leap from about 31,500 to nearly 54,000. The panic of 1893 carried down the membership from more than 54,000 on June 30, 1893, to less than 34,000 on June 30, 1894. On June 30, 1895, the number was barely more than 25,000. There was a gradual recovery to 31,500 in the middle of 1898, and a more rapid growth to almost 40,000 in the middle of 1899; and in next year—a year of greater general prosperity—the number rose to 68,500. The Brotherhood is now one of the strongest trade unions in America.

The number of members not in good standing (owing 3 months' dues) was not given in 1900. In 1899 the number was 9,847, making the total number of names on the books, June 30, 1899, 49,692. The aggregate membership on June 30, 1900, was probably not far from 80,000.

Jurisdiction disputes.—*Amalgamated Society.*—The Brotherhood has fought many contests, local and general, over questions of jurisdiction. It has a direct and evident rival in the Amalgamated Society of Carpenters and Joiners. The Brotherhood was able to have the Amalgamated Carpenters excluded from the Federation of Labor, on grounds of unity of trade control, when they first applied for admission in 1888. It was not till 1891 that they were admitted; then the Brotherhood consented to let them in.

In spite of constant jealousy, and occasional open contests, the two organizations generally maintain a state of outward peace. In Chicago there is a carpenters' executive council, in which representatives of the Brotherhood and of the Amalgamated Association meet together. In New York there is no such formal unity; but the Amalgamated Association has acted with the Brotherhood in its recent contest with employers.

The convention of the Brotherhood in 1900 received a petition from the Buffalo delegate asking for moral and financial assistance in the conflict between the members of the Brotherhood in Buffalo and the Amalgamated Society. The convention acted favorably. It also resolved to instruct the delegates to the next convent on of the Federation of Labor to move in that body that no body of carpenters be recognized except the United Brotherhood.

In February, 1901, the executive council of the Federation of Labor requested the two organizations of carpenters to make such changes in their laws that only one organization should have jurisdiction in any one city.

Wood Workers.—The interference between the Brotherhood and the Wood Workers is hardly less direct than that between the two unions of carpenters. As is noted below, under Membership, the Brotherhood claims jurisdiction over all men who run wood-working machinery. This is the particular province of the Wood Workers; and they in turn undertake to cover some hand work, which seems to be within the natural province of the Carpenters.

The convention of the Federation of Trades and Labor Unions, in 1885, instructed

the legislative committee to use its best efforts to organize the wood-working machine hands. A protest was made on behalf of the Furniture Workers' International Union against any interference with the machine hands under its jurisdiction, and it was agreed that the resolution should be taken as referring only to machine workers on "sash, doors, blinds, wagons, etc." No protest was made on behalf of the Carpenters' Brotherhood, though it was represented at the convention. As a result of the activity of organizers connected with the Federation, the Machine Wood Workers' International Union was organized in 1890.

An appeal was made to the convention of the American Federation of Labor, in 1889, to settle a dispute between the carpenters and the furniture workers of Pittsburg. The convention declined to interfere. It recommended "that organizations affiliated with the American Federation of Labor, whose trades are so closely allied as are the furniture workers and the carpenters and joiners, should in each district adopt a code of working rules suitable to that particular district," so that such disputes may be avoided.[1]

On September 21, 1894, an agreement was made between the Brotherhood and the Machine Wood Workers' International Union defining their respective jurisdictions. The next year, when the Wood Workers consolidated with the Furniture Workers and adopted the name of Amalgamated Wood Workers, it was considered that the change abrogated the agreement.

In October, 1897, after long negotiations, a new agreement was made, by which the Wood Workers were given full jurisdiction over all mill hands, except carpenters who might be at times engaged on mill work, and except millwrights and stair builders. The Brotherhood was to have sole jurisdiction over outside carpentry work and the fitting up of offices and stores.[2]

The Brotherhood convention of 1898 abrogated all agreements made by the executive board with other wood-working organizations, and ordered that no such agreements be made in future and that no such organizations be recognized by the Brotherhood. Locals and district councils were still permitted to make local agreements with such other organizations by vote of their members.[3]

The executive board continued to be of a less strenuous temper than the delegates to the convention. In October, 1899, it considered favorably the idea of sending a representative to the next convention of the Wood Workers, "to the end that a permanent understanding may be arrived at and all existing troubles settled at the next convention of the United Brotherhood."[4] Representatives of the Amalgamated Wood Workers presented themselves at the Brotherhood convention of 1900, and tried to come to an agreement on the basis of a division and mutual limitation of the field of work. The Wood Workers claimed, besides all work in mills, the right to put up saloon, bank, and drug-store fixtures manufactured in shops under their control. The convention refused, asserted its "jurisdiction over all carpenter work as specified in our constitution, believing that the division of control by two organizations of one trade can not be tolerated, particularly where the standard of wages of one is lower than that maintained by the other," and resolved that no agreement should be entered into with the Amalgamated Wood Workers. The executive board was instructed to "carry out the objects of the recommendation in each locality in such a manner as their best judgment suggests."[5]

General principles.—The declaration of principles prefixed to the constitution declares that trades-union men, above all others, should set a good example as good and faithful workmen; urges organized labor everywhere to try to secure more stringent immigration laws, particularly against the importation of destitute laborers; condemns prison contract labor, "because it puts the criminal in competition with honorable labor for the purpose of cutting down wages, and also because it helps to overstock the labor market;" declares that the shortening of the working day "increases the intelligence and happiness of the laborer, and also increases the demand for labor and the price of a day's work;" says that discussions and resolutions looking toward the securing of legislation "in favor of those who produce the wealth of the country" shall be in order at any regular meeting of the Brotherhood, but that party politics must be excluded.

A resolution was introduced in the convention of 1900 directing the delegates of the Brotherhood to the convention of the American Federation of Labor to demand that the officers of the Federation refrain from further appeals to the United States Congress, because experience had shown that such appeals were useless, and to

[1] American Federation of Labor Convention Proceedings, 1889, p. 34.
[2] The Carpenter, November, 1897, p. 7.
[3] The Carpenter, October, 1898, p. 1.
[4] The Carpenter, November, 1899, p. 10.
[5] Convention Proceedings, 1900, pp. 70, 71.

impress upon the convention and the wage workers at large "the necessity of keeping aloof from all capitalistic political parties and to enter into independent political action on their own behalf." The independent action referred to was apparently to be taken by joining the socialist parties. The majority of the committee on resolutions reported in favor of the resolution. The minority reported unfavorably, and the minority report was adopted by the convention.[1]

Convention.—The convention meets biennially. A local which has 100 members or less in good standing is entitled to 1 delegate; one which has more than 100 members and less than 500, to 2 delegates; more than 500 and less than 1,000, 3 delegates: 1,000 or more, 4 delegates. Each delegate has 1 vote, and there are no proxies. The mileage and expenses of delegates are paid by their locals. The president, the secretary-treasurer, and the recording secretary of the executive board must attend the convention, and their expenses are paid out of the general treasury.

A local which owes two months' taxes is not entitled to representation. At the convention of 1900 the representatives of 4 locals, though given seat and voice in the convention, were excluded from voting, because the per capita tax of the locals had not been paid. During the progress of the convention word came from the central office that the taxes had been received, and the delegates were then given the right to vote.

Constitutional amendments and referendum.—No amendment to the constitution can be adopted except by referendum. Amendments may be passed upon the proposal of the convention or of the executive board, or upon the proposal of any local indorsed by 5 other locals in as many States.

A two-thirds majority of the members voting is necessary to carry any measure on which a general vote is taken, whether or not it is a proposal to change the constitution.

Officers.—The general officers are a president, 2 vice-presidents, a secretary-treasurer, and an executive board of 5 members. The members of the executive board are required to come from different districts of the United States and Canada, defined in the constitution. All the officers are elected at the convention by a majority vote. If no candidate receives a majority, the lowest candidate is dropped and another vote is taken. The term of office is 2 years. Any general officer may be removed by a general vote on charges sustained by two-thirds of the members voting. In order to be eligible as a general officer one must be a journeyman carpenter, working at the trade or employed by the organization, and must have been a member in good standing for 12 months before the election. Similar qualifications are required for delegates to the general convention, except that membership for 6 months suffices, and that this qualification may be waived if the local represented has not been 6 months in existence.

The president has power to examine the books and accounts of all locals and district councils, either personally or by deputy. He has power to suspend any local for violation of the constitution or laws, and to suspend any general officer under charges, pending an investigation by the executive board. He signs all charters.

The secretary-treasurer receives all applications for charters and "shall sign and grant the same if in proper order." He decides points of law, subject to appeal to the executive board. He publishes the official journal and gives in it a monthly report of receipts and expenditures. His bond is $ 0,000.

The executive board elects a chairman and a recording secretary from its own members. It is required to meet quarterly. The president and the secretary-treasurer have a voice in its meetings, but no vote. It is required to audit the accounts of the secretary-treasurer every quarter and to inspect his books. It decides all points of law and all grievances and appeals which are submitted to it in legal form, and its decision is binding until reversed by the convention.

The president is not expected to devote his full time to the organization, and is paid by the day instead of receiving a regular salary by the year. The president's report to the convention of 1900 declared that the organization had reached such a size that the president could no longer perform his duties without giving his whole time to them, and that he ought to be steadily employed by the Brotherhood at a fair salary. The convention voted to amend the constitution in this sense and to fix the president's salary at $1,500. The convention also voted to separate the office of treasurer from that of secretary. On the referendum both proposals were defeated.

[1] Convention Proceedings 1900, p. 86.

Local unions and district councils.—A local union may be organized by 10 or more carpenters. It is declared that a local can not withdraw from the United Brotherhood, or dissolve, so long as 10 members in good standing object; but it may consolidate with another local by a two-thirds vote. When there are two or more locals in one city or borough of a city they must be represented in a carpenters' district council, composed exclusively of delegates from unions of the United Brotherhood. If there are several borough district councils in a city they must be represented in a central executive council. The laws of such executive council must be agreed to by a general vote of the members in the several boroughs. District councils have power to frame and enforce working and trade rules for their districts, and to adopt by-laws and rules governing strike benefits and other benefits to be paid by locals under their jurisdiction. Violations of trade rules within their territory are to be tried exclusively by them and not by the locals. By-laws and trade rules of district councils must be submitted to the locals concerned, and must be adopted by a majority of all members voting at a special meeting called for the purpose. They must also be submitted to the general president for his approval.

Besides the district councils, composed exclusively of members of the Brotherhood, there are often, in the larger cities, committees or councils in which the local organizations of the Brotherhood act with other organizations of carpenters. In Chicago, in 1890, the local unions belonging to the Brotherhood, those of the Amalgamated Society of Carpenters, and the assemblies of carpenters belonging to the Knights of Labor, formed a common committee to deal with their employers. They made a contract with the master carpenters for an 8-hour day, at 35 cents an hour, from April 13, 1891, to April 13, 1893. By 1896 the Knights of Labor were no longer recognized in the agreement.[1] The executive council still exists, representing the Brotherhood and the Amalgamated Society.

Local officers.—In each local union there is a financial secretary, who receives all money and pays it over to the treasurer at the close of each meeting. The financial secretary keeps the accounts of the members and reports monthly to the general secretary-treasurer, and quarterly to the local, on the numerical and financial standing of the local. There is a board of three auditors whose duty is to make a monthly audit of the books and accounts of the financial secretary and the treasurer. There is also a board of three trustees who have general supervision of the funds and property of the local. It is their duty to notify all members to be present at the first meeting night of each quarter, in order that the members' due cards may be compared with the books of the financial secretary. Each member who fails to attend this quarterly meeting is subject to a fine of not less than 25 cents.

Membership.—In order to be admitted to beneficial membership a candidate must be not less than 21 nor over 50 years of age, "and must be a journeyman carpenter or joiner, stair builder, ship joiner, millwright, planing mill bench hand, cabinet maker, or running wood-working machinery. He must be of good moral character and competent to command standard wages." The jurisdiction of the Brotherhood is declared to extend over all engaged in the occupations mentioned, "whether on the building in its erection or repairs, or employed in the preparation or manufacture of material for same." It is noted above that this claim of jurisdiction gives rise to disputes with the Wood Workers, whose field is embraced within that claimed by the Carpenters.

A candidate must furnish proof of citizenship of the country where he resides (the United States or Canada), or of intention to become a citizen. He must fill out and sign a regular application blank, and have it indorsed by two members in good standing as vouchers of his fitness to become a member. A two-thirds vote is necessary to elect to membership. A person who has been expelled, suspended, or rejected by any local can not be received by any other local except with the consent of that which expelled, suspended, or rejected him.

An apprentice over 18 years of age, or any candidate who is over 50 years of age, or who is disqualified for beneficial membership by reason of bad health, may be received as a semibeneficial member. (See below, under *Benefits.*) An apprentice so received becomes a beneficial member when he reaches the age of 21, if he has been 6 months in good standing, and if he is otherwise qualified. A semibeneficial member may vote and hold office, and is entitled to all trade privileges and to strike benefits.

No member can join or remain in more than one local, or join or remain in any other organization of carpenters and joiners, upon pain of expulsion.

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[1] Vigouroux, La Concentration des Forces Ouvrieres, pp. 99, 100.

No person who engages in the sale of intoxicating liquors can be admitted or retained as a member.

Apprentices.—A code of rules which was adopted by the convention of 1888, and which all locals are still urged to try to enforce, recommends the indenturing of apprentices wherever possible; requires an apprenticeship of 4 years, not to be completed before the age of 21; forbids an apprentice who has left his employer before the end of his term from working in any union place; enjoins on every local to limit the number of apprentices in some fixed ratio to the number of journeymen.[1]

Clearance cards.—A member who wishes to transfer his membership, or who leaves the jurisdiction of his local to work in that of another, must take out a clearance card and deposit it, on the first meeting night after having secured work, with the local which he wishes to join. His old local must issue the card on his paying all arrearages, together with dues for the current month and the next month, and 10 cents for the card. A member is not entitled to a clearance card until he has been 6 months a member since his last initiation.

Clearance cards have 2 coupons attached, numbered 1 and 2. When the card is deposited the financial secretary who receives it must sign coupon No. 1 and affix the seal of his union to it, and mail both coupons to the financial secretary of the local which issued the card as evidence that it has been deposited. The latter secretary must sign coupon No. 2 and affix the seal of his union and return it to the former as evidence that the card was legally obtained.

In June, 1900, the president suspended five New York locals because, having raised their initiation fee to $20, they attempted to compel any member who came with a clearance card from an outside district, where the initiation fee was $5, to pay the $15 difference. The action of the president was sustained by the next convention.[2]

Discipline.—Any member who violates the trade rules of the locality, or who undermines a fellow member in prices or wages, or who reveals business of the local union without authority granted by a vote, is punishable by a fine of not less than $5, or by expulsion. Any member who becomes an habitual drunkard, or wrongs or defrauds a fellow-member, or advocates or encourages the dissolution of any local union or division of its funds, or the separation of any local from the Brotherhood, or who is guilty of any improper conduct, is to be fined or expelled.

All charges must be made in writing and must specify the offense and the section of the constitution or by-laws which is violated. They must be referred to a trial committee of 5, selected by lot from 11 members named by the local union. The accused and the accuser have each 3 peremptory challenges. The committee must give the accused a fair and impartial trial after due notice, and must submit a full report of the case, with its verdict and the evidence, in writing, to the local. A two-thirds vote of the local is necessary to convict. A member must be charged and tried within the jurisdiction of the local or district council where the offense is committed. If he is a traveling member a copy of the verdict must be sent to his own local.

An appeal lies to the general president and from him to the general executive board. All parties to an appeal must make affidavit to the truth of their statements before a notary public. If any sum of money is involved the appellant must first pay it over to his local or to the district council to hold until the appeal is decided; but if the sum is greater than $5, such smaller sum as the general president may decide is to be received in place of the full amount. Under a decision of the general executive board made in 1896 a member forfeits his rights to appeal within the Brotherhood by taking his case to the civil courts.

Profane or unbecoming language during a meeting, or appearance at a meeting in a state of intoxication, is punishable by a fine of 50 cents for the first offense, $1 for the second, and by suspension for 3 months for the third. These fines are imposed by the president without vote.

Finances.—The charter fee for new unions is $10, including the cost of a seal and an outfit of books and stationery. The per capita tax is 20 cents a month. The convention of 1900 adopted a proposition to increase the tax to 25 cents a month, and to devote 5 cents a member a month to the establishment of a strike and defense fund; but it was defeated on the referendum vote by almost 10,000 votes against 4,000.

If a deficiency is likely to arise by reason of an increased death rate, the executive board has authority to draw such money as may be needed to cover it from the funds of the locals.

The initiation fee may not be less than $5, and the monthly dues payable to the

[1] The Carpenter, August, 1900, and repeatedly.
[2] Convention Proceedings, 1900, p. 15.

locals may not be less than 50 cents a month for beneficial members and 30 cents month for semibeneficial members and apprentices.

The locals are required to buy all their cards and supplies from the secretary treasurer, sending cash with their orders. A local is to be suspended when months in arrears for per capita tax.

A member who owes a sum equal to 3 months' dues, whether the obligation consists of dues or fines and assessments, is not in good standing and is suspende from all benefits, and is not again in benefit until 3 months after all arrearages ar paid in full. One who owes a sum equal to 6 months' dues is suspended withou vote of the union and can be readmitted only as a new member, subject to such reinstatement fee as may be determined by the local or by the district council No claim can be allowed for general benefit arising out of any sickness or acciden which occurs while a member is in arrears. If any local owes 3 months' dues o taxes to the general treasury, its members are not entitled to benefit and do no recover the right until 3 months after all arrearages are paid.

The following table gives a classified statement of the receipts and payments o the Brotherhood for certain biennial periods:

Finances of United Brotherhood of Carpenters, biennial periods, ending July 1

	1886–1888.	1888–1890.	1890–1892.	1892–1894.
RECEIPTS.				
Contributed by members:				
Charters, per capita tax, assessments	$44,494.80	$72,242.35	$124,961.27	$210,230.94
Supplies, pins, charms, etc	10,572.47	17,950.32	26,565.41	
Contributed for protective fund	23,205.21	62,848.12	64,877.24	
Total contributed by members	78,271.98	153,040.79	216,403.92	210,230.94
Advertising, subscribers, etc	60.75	1,245.55	640.50	4,527.70
Interests, subrent, etc		315.97	291.00	117.74
American Federation of Labor		12,060.64		
Sundries	177.45	425.00		110.99
Total general income	78,510.18	167,067.95	217,334.42	214,986.77
DISBURSEMENTS.				
Death and disability benefits	35,025.16	57,842.49	117,346.00	104,649.73
Paid for strikes, etc	11,161.83	72,119.98	60,014.24	38,615.00
Total for two benefits	46,186.99	129,962.47	177,360.24	143,264.73
Paid for Journal	7,543.02	11,383.67	13,261.39	19,982.12
American Federation of Labor tax	1,099.70	2,058.94	2,884.88	2,000.05
American Federation of Labor assessment		3,200.80		
Badges, charms, etc	1,588.43	4,197.97	5,128.94	2,020.83
Charity	152.50	200.00		
Total for objects of order	56,570.64	151,003.85	199,210.65	167,267.70
Expenses of general administration	10,913.52	18,417.11	21,850.41	36,188.59
Total disbursements	67,484.16	169,420.96	221,061.06	203,456.29

Benefits.—A beneficial member must be not less than 21 years old, and must not have been over 50 years old when he joined, and must have been then in sound health. There is not, however, any provision for a medical examination. If a beneficial member dies after being 6 months in good standing, his wife or his legal heirs named in his application are entitled to a funeral benefit of $100; after 1 year, $200. After 1 year's membership, if total and permanent disability, which will make it impossible ever again to follow the trade for a livelihood, is incurred while working at any of the occupations over which the organization claims jurisdiction, a disability benefit of $100 is paid; after 2 years' membership, $200; after 3 years' membership, $300; after 5 years' membership, $400. A semibeneficial member is entitled only to a funeral allowance of $50 after 1 year's membership in good standing.

On the death of a wife, provided she was in good health at the time of the member's admission, a benefit of $25 is paid on 6 months' membership and $50 on 1 year's membership. This benefit is paid "for 1 wife only."

If disability occurs "through actual negligence or through the use of alcoholic drinks on the part of the disabled brother" no disability benefit is paid. Neither death nor disability benefit is paid "in the case of any member whose disability or death is caused by intemperance, or his own improper conduct, or by any accident or disease incurred previous to joining the United Brotherhood, or while on

duty as a volunteer or militiaman, or by exposing himself to risks to which men in the occupations" embraced in the Brotherhood are not usually liable.

The following table gives the amounts paid for death and disability benefits from year to year and the amount in the treasury at the end of each year:

Amount paid for funeral and disability benefits, and balances on hand, United Brotherhood of Carpenters and Joiners, 1883 to 1900.

Year ending June 30—	Amount paid for funeral and disability benefits.	Balance on hand at end of year.	Year ending June 30—	Amount paid for funeral and disability benefits.	Balance on hand at end of year.
1883	$1,500.00		1892	72,613.35	55.23
1884	2,250.00	$28.34	1893	64,684.45	9,308.03
1885	5,700.00	228.02	1894	59,972.50	5,275.54
1886	9,200.00	2,080.12	1895	51,311.75	42.46
1887	16,275.16	3,333.55	1896	39,690.35	264.92
1888	18,750.00	7,980.51	1897	40,229.45	15,072.92
1889	25,575.00	6,535.65	1898	43,953.99	18,738.21
1890	32,267.49	5,986.22	1899	51,229.58	20,787.37
1891	44,732.65	8,232.51	1900	53,420.15	30,268.69

Of the $51,229.58 paid during the year ending June 30, 1899, $40,379.58 was paid on account of deaths of members, $7,050 on account of deaths of wives, and $3,800 on account of disability.

In 1900 the constitution was amended by a general vote of 9,345 to 3,271 to provide for a superannuation benefit. A payment is to be made to every member over 60 years of age who has been continuously in good standing for 25 years. The amount of the pension is to be fixed by the convention. Twenty-five cents a year per capita is to be set aside to cover it, and it is forbidden to use this fund for any other purpose.[1] By its terms, this provision is to take effect January 1, 1902; but as the union was organized in 1881 no one can have been a member for 25 years before 1906.

The convention of 1900 directed the executive board to formulate "a plan of reorganization of the Brotherhood, said plan to be of a more liberal policy as relates to benefits, and to include an out-of-work benefit and the present benefits as now prescribed by the constitution, with increased dues sufficient to meet the new reorganization." The dues and benefits are to be universal throughout the Brotherhood, and the plan is to be presented at the next convention in 1902.[2]

In addition to the regular benefits prescribed by the constitution, considerable amounts are voted from time to time in special donations. The convention of 1900 voted to place $2,000 in the hands of the executive board, to be used at its discretion for the benefit of the members of the Brotherhood and their families who suffered by the Galveston flood. The executive board was also instructed to issue a circular to the locals asking them to subscribe for the relief of the members in Galveston.[3]

The funds of locals can not be used for loans or donations to members or for political purposes. No donation for any purpose can be given, nor tax or special assessment levied, by any local union, except by a two-thirds vote of all the members present, after the proposition has been laid over from one meeting to another and all members have been notified that it is pending. No appropriation of money can be voted after 10 p. m.

Sick benefits are, however, a part of the regular expenditures of most locals, and the amounts so paid are considerable. For instance, in 1898 Local 375, of New York, paid $3,045 in sick benefits to 137 members out of about 725. At that time no benefit was paid for the first week of sickness. The New York district council amended its by-laws so as to require payments to begin from the first day when the sickness lasted two weeks. In 1899 $4,352 was paid to 131 members.[4]

The general secretary said, in his report for 1898, that the total amount of sick benefits paid by the locals since 1883 has been $683,644.[5]

The carpenters, like other organized workers, often give sums which are large in proportion to their means, in aid of the struggles of workers of other crafts. For

[1] Convention proceedings, 1900, p. 67; The Carpenter, November, 1900, p. 3; ibid, January, 1901, p. 9.
[2] Convention Proceedings, 1900, p. 45.
[3] Convention Proceedings, 1900, p. 88.
[4] The Carpenter, June, 1900, p. 3.
[5] American Federationist, October, 1898, p. 162.

instance, the Brotherhood contributed about $3,500 to help the miners in their strike of 1897; $500 from the general treasury, $1,626 in contributions of locals sent through the general office, and about $1,400 in contributions of locals sent direct to the miners' headquarters or given to visiting committees of miners.[1]

Strikes.—When any trade difficulty arises the president of the local or of the district council is first to appoint a conference committee of three capable members to try to adjust the dispute with the employer or employers. If the attempt is not successful, the question of sustaining the members involved is to be voted on at a meeting, of which one week's notice has been given to all members. The vote is by secret ballot. A two-thirds majority of the members present is necessary to insist upon the grievance. When such a vote has been taken a detailed account of the difficulty must be sent to the general secretary-treasurer. He, if the executive board think it necessary, is to deputize some suitable member to proceed to the scene of difficulty and try to adjust the trouble. If he fails, the question of sustaining the local action is submitted to the executive board.

Where a district council exists it must adopt rules for the government of strikes and lockouts in its district. Any local or district council which engages in a general strike without the consent of the executive board is liable to expulsion. Any member who goes to a city seeking work or goes to work where a strike or lockout is pending is subject to a fine of $25, or expulsion, or both.

When strikes or lockouts involving more than 6,000 members are in existence no other strike or lockout can be aided at the same time from the general treasury. No general strike can be sanctioned from November 1 to April 1. The president and the executive board have power to declare a strike at an end, so far as aid from the general body is concerned, whenever they deem it advisable.

Relief to members engaged in strikes or lockouts is to be given only to such extent and at such rate as the general funds may warrant. Previous to 1900 the constitution provided for a regular strike benefit of $6 a week. The president said in his report to the convention of that year: "Our per capita tax should be increased to such a sum as to be able to meet all the money demands made upon the funds of the general office. * * * You should either devise means of meeting the promises which the constitution gives or do away with the promise of a definite sum per week in case of strike. I believe there should be no stated sum per week unless we are willing to put the money there to keep that promise. Much dissatisfaction has been created by this lack of funds at headquarters." The convention offered two propositions for the vote of the members: First, to increase the per capita tax by 5 cents a month, and to devote this amount to the establishment of a strike fund: second, to remove from the constitution the promise of a definite strike benefit. The former proposition was rejected by a vote of 3,958 to 9,818; the latter was adopted by a vote of 8,636 to 3,975.

In the years 1888, 1890, and 1891 the Brotherhood was beaten, according to its reports, in only 1 out of 15 of its strikes. In 1889 and 1892 it was beaten only once in 40 times. But in 1893 it was beaten in one-fifth of its strikes, and in 1894 in one-half. This lack of success was associated, no doubt partly as cause and partly as effect, with a marked falling off in its membership. From 1895 to 1900 the Brotherhood admitted defeat in only 1 strike out of 35 or 40, while about 1 in 12 were compromised, and victories were claimed in the rest.

From 1887 to 1894 only 132 strikes, looking to an increase of wages, were approved; 91 strikes for the 8-hour day; 475 for the 9-hour day, and 51 for a shorter day on Saturday. Out of 873 strikes approved the Brotherhood claimed 761 victories and 58 compromises, and admitted 54 defeats.[2]

Secretary McGuire said in his report of 1898 that since 1883 the union had expended $354,293 in support of trade disputes. He continued: "In that period we have had 1,026 strikes and lockouts, of which 998 were successful, 61 were lost, and 67 compromised.[3] The past 2 years we had 81 strikes, lost 2, compromised 7, and won 64 of them; expending $8,697 for these 83 trade movements. The figures given below show the amounts we have expended for strikes and lockouts since November 1, 1886; previous to that date we had no provision for general strike funds. This appended statement proves that as our organization grows older and more disciplined, trade movements succeed with less expense: 1886–1888, $10,311; 1888–1890, $75,497, 1890–1892, $71,336, 1892–1894, $53,437; 1894–1896, $15,015; 1896–1898, $8,697; total, $234,293. Added to this we find $120,000 expended by the locals for local strikes in that same period, making a sum total of $354,293.

"In 70 per cent of the cities under our jurisdiction wages now average 50 cents a day more than they were before the union was started. Estimating on 8 months'

[1] The Carpenter, October, 1897, p. 3.
[2] Vigouroux, La Concentration des Forces Ouvrieres, pp. 83–85.
[3] The total and the items do not agree; they are, however, as given in the original report.

work in the year in these cities 12 years back we have a gain of $4,500,000 annually, or $54,000,000 more wages the past 12 years, for an expenditure of $354,293 in strikes."[1]

In September, 1900, the secretary reported that there had never been in the history of the organization a greater number of "trade movements" than in the spring and summer of that year. Two hundred and fourteen cities and more than 35,000 members had been on strike at various times. One hundred and thirteen of the contests were for the 8-hour day, 85 for the 9-hour day, and the rest for the enforcement of trade rules. Of the 214 movements the secretary reported 191 as successful, only 6 as defeated, and 17 as compromised.

The expenditures from the general treasury for strikes and lockouts in successive biennial periods, ending July 1, have been as follows:

1886–1888	$10,311
1888–1890	75,497
1890–1892	71,336
1892–1894	53,437
1894–1896	15,015
1896–1898	8,697
1898–1900	38,615
Total	272,903

The expenditures during the last biennial period include $12,820 for Chicago, $7,050 for Scranton, and $4,023 for New York. The largest single contributions to other places were: $2,000 to Galveston, $2,000 to St Louis, $1,700 to Newark, N. J., and $1,200 to Albany, N. Y. The fact that the most of the payments are in round numbers would of itself indicate sufficiently that the Brotherhood did not habitually make a regular weekly payment from the national funds to every participant in an authorized strike, according to the provisions which its constitution then contained. The custom is to pay lump sums to locals which are in difficulty, as the condition of the treasury and the weight of other demands may warrant. The convention at which this report was received proceeded afterwards to make an appropriation of $2,000 for the current needs of the Chicago unions, "in the interim between the close of the convention and the meeting of the board." In one case presented to this convention a local seems to have demanded more than the provisions of the constitution entitled it to. The district council of Boston asked for $1,089 as expenses incurred in their 8-hour movement of the previous spring. The convention ultimately appropriated $440.50, "as being the amount (shown by the papers in the application) they would be entitled to from the general office on regular strike pay."[2]

Hours of labor.—During 1890 there was a strong concerted movement of the carpenters for shorter hours, at the instance and with the support of the Federation of Labor. The secretary reported that it had been successful in 137 cities and had benefited 46,197 workingmen in that trade, and that countless others in every branch of the building trades were also gainers.[3]

The Secretary's report to the convention of 1898 said: "When the United Brotherhood was formed in 1881, the 10-hour day was universal among the carpenters. At this date there are only 23 cities under our jurisdiction working the 10-hour day; 105 have the 8 hour-rule, and 424 work 9 hours a day. This is a gain of 35 cities on our 8 hour list since our last convention, 2 years ago." The secretary added that the reduction of the hours of labor had "given employment to 15,130 more carpenters, union and nonunion men, than would have been working if the 10-hour day had still obtained."[4]

At the convention of 1900 the secretary reported that the members in 186 cities and towns were working under the 8-hour rule, a gain of 81 in 2 years.

Labor Day.—A local union is permitted to fine its members for not parading on Labor Day.

Wages.—A decision of the general executive board, made in 1887 and still in force, declares that grading wages is demoralizing to union principles and to the welfare of the trade, and that no local union should adopt the system. A member incapacitated by age or accident may be permitted, however, by consent of his local or district council, to work for less than the regular scale of wages.

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[1] American Federationist, vol. 5, pp. 162, 163.
[2] Convention Proceedings, 1900, pp. 48, 50, 75, 76.
[3] American Federation of Labor Convention Proceedings, 1890, p. 13.
[4] American Federationist, vol. 5, pp. 162, 163.

Piecework.—Members are forbidden to lump, subcontract, or work at piecework for any builder or contractor on pain of a fine of not less than $10 nor more than $50, or expulsion. This does not forbid taking a contract from an owner who is not an employing contractor, even though the owner furnish the material.

Union label.—The convention of 1900 adopted a resolution that a brotherhood label should be adopted, and should be issued only to shops which should pay the wages and comply with the conditions and trade rules of their localities, and that it should on no account be issued unless a minimum wage of at least 25 cents an hour was paid.[1]

The New York district council has adopted a local union label, which is stated to be the only label recognized by the locals of the city as marking union-made woodwork. Such a rule necessarily prevents the establishment of the Wood Workers' label as a power in New York, since it is only by the demand of the carpenters for union-label material that a considerable demand for such material can be created.

Journal.—The Carpenter, the official journal of the Brotherhood, is a creditable monthly paper of 16 large pages of about twice the size of the ordinary magazine page. About two pages are printed in German. Besides official matter of the Brotherhood and labor news of general interest it presents a considerable amount of instructive technical matter relating to the trade. In its general tone and attitude toward social questions it is perhaps not an unfair representative of the opinions of trade-union leaders in general. It is not distinctly radical, like the publications of the Carriage Workers and the Brewery Workmen. It does, however, represent the class feeling of the working people. It is in a true sense class-conscious.

The journal is sent free to members. The convention of 1900 proposed to send it only to locals which should subscribe for it at 25 cents a member a year, *but* the general vote rejected the proposal.

AMALGAMATED SOCIETY OF CARPENTERS AND JOINERS.

History.—This is an English organization in its origin, and still has its *chief* strength in Great Britain. It was established in 1860. The number of members has increased steadily and the growth during the past decade has been more rapid than ever before. The organization is now one of the largest and strongest *trade* unions in the world. It has local branches in almost every country where large numbers of English-speaking people are found. It appears probable, however, that in the United States the organization has been recruited mainly from carpenters who have emigrated to this country from Great Britain and Ireland. The secretary states, however, that 80 per cent of the considerable increase in 1899, 1900, and 1901 is composed of native carpenters and men of long years of citizenship in this country "who realize that high dues are necessary to preserve the fundamental principles of any labor organization, and to prepare it to meet its obligations to its members at the proper time. This was instanced in the great labor struggle in Chicago in 1900, when the Amalgamated Society was credited with being an exception, in that it was prepared to meet weekly all obligations to its members." The total number of members in the organization at the close of 1899 was 61,781, and the number of members in the American branch (the United States and Canada) was 2,784. At the close of 1900 the total membership was 65,012, and that of the American branch was 3,011. On June 1, 1901, the American branch had grown to 3,307 members. The local organizations in the United States are chiefly confined to a few large cities. The total number of branches in the United States is 44, and there are 9 branches in Canada.

Objects.—The preface to the constitution of the Amalgamated Carpenters lays stress upon the desirability of establishing benefit systems for the members of the trade. It points out that the fluctuating condition of employment makes protection against unemployment, sickness, superannuation, and death particularly necessary. The statement of the objects of the society in the constitution also enumerates as the most important objects the establishment of various forms of benefits. It is also stated, however, that the society aims at the general advancement, protection, and organization of the trade. It seeks to render legal assistance to members for the recovery of their wages, and to take legal proceedings under the Employers' Liability Act and the Workmen's Compensation Act of Great Britain on behalf of injured members. The preface also points out the desirability of bringing together carpenters and joiners throughout the world. By such a

[1] Convention Proceedings, 1900, pp. 44, 73.

strong organization the interests of the trade can be more effectually defended than by any partial union.

Another paragraph in the preface expresses the hope that the children of the present generation may see the universal establishment of productive and distributive cooperative societies, and declares that this condition can only come about by the universal spread of the principles of economy and sobriety. This improvement in character will be furthered by the educational means which the union may establish.

Conventions.—The chief legislative body of the Amalgamated Carpenters is much smaller than those of most American organizations. It consists of 17 members, elected from as many districts, established for that purpose. It is called the General Council. It meets triennially, and must also meet when summoned by the executive council, or when at least 20 branches of the society, by resolution, require it. A recent report of the general council complained that such a meeting had just been summoned without sufficient cause, and advocated a change in the rule. The general council may reverse any action of the executive council, may suspend its members, subject to appeal to direct vote of the membership, and has general control of the society's affairs.

Amendments to the constitution must be proposed by the branches, approved by the general council, and adopted by vote of a majority of the members present at special meetings of all branches of the society.

Officers.—The chief executive body is known as the executive council, and consists of 6 members, exclusive of the chairman. The provision regarding the election of this council is somewhat peculiar. Its members must be nominated by and from branches of the organization situated within 12 miles of the general office of the society, in England. The vote on these nominations is by members of all the branches within 50 miles of the general office. The members of the council hold office for 12 months, and half of them are replaced every 6 months. The chairman of the council is elected annually in the same way as the members of the council itself. The general secretary is elected triennially by vote of all the members of the society. The treasurer is elected annually by the executive council.

Special provision is made in the constitution for the election of the officers of the American District. There is a district committee composed of 6 members, including the president. These, in the same way as with the general executive council, are nominated by branches within a radius of 12 miles from the district office at New York City. The vote, however, is by the members of all the branches in America. The members of the district council hold office for 12 months. The American district secretary is nominated and elected in the same manner as the district council.

The compensation of these various officers is fixed by the constitution, usually at so much per week. The salary of the district secretary varies according to the number of members. The members of the executive council and of the American district council are paid 62 cents for each meeting which they attend. The officers of the local branches are all specifically established by the constitution, and their duties and compensation are fixed.

Membership.—Candidates for membership in the Amalgamated Society of Carpenters must be not less than 19 nor more than 40 years of age, and in good health; they must have worked at the trade five years and must be good workmen, of steady habits and good moral character. Apprentices may be admitted in the last year of their apprenticeship. Candidates proposed for membership must pay a small fee, which is, however, returned to them if they are refused admittance. Election is by a majority of the members of the branch present.

Trade and junior sections.—The Amalgamated Carpenters have recently established a "trade section" for persons who, on account of poor health or of old age, are not entitled to admission to the ordinary section and to the enjoyment of all the benefits. Candidates who have worked at the trade for 15 years, and are not less than 40 nor more than 60 years of age, may be admitted to this section on paying a fee of $1.75. The regular contribution is 12 cents weekly (as compared with 35 cents for the ordinary section), 9 cents per quarter to the contingent fund, and 18 cents per year for the special fund for trade purposes. Members of this section are entitled to the same strike benefit as regular members. The tool benefit is limited to $35; the accident benefit for total incapacity to $350, and for partial incapacity to $275, and the funeral benefit to $35. The trade section had 1,003 members in the American branch, against 2,283 ordinary or full members, on June 1, 1901.

A section has also been established for persons too young to be regular members. Anyone who has worked at the trade 12 months and is not less than 16 nor more than 18 years of age, if of good health and character, is admitted on paying an

entrance fee of 88 cents, a weekly contribution of 9 cents, and a quarterly contribution of 6 cents to the contingent fund. After 1 year's membership such a person is entitled to $2.10 per week sick benefit for 12 weeks, and $1.05 thereafter; also to the benefit of the contingent fund and to $21 funeral benefit. No person may remain a member of this section after the age of 21. The junior section had 1 members in the American branch on June 1, 1901.

Finances.—The financial system of the Amalgamated Carpenters is almost completely unified, there being usually no separate contributions, accounts, etc., for local unions, as distinguished from the general body. Each local holds the money received from its members subject to the order of the central treasury. The claims upon the local are paid by it in the first instance, but any deficiency in its funds is supplied by drafts on other locals having a surplus. The central treasury constitutes a clearing house merely. Unfortunately the accounts kept by the general treasury do not show the total of the receipts and expenditures of the locals, although accurate statistics of the total expenditures for the various benefits are kept. Ordinarily all expenditures of locals are thus guaranteed by the general treasury, but locals are also empowered to raise special funds for particular purposes by vote of the members, approved by the executive council, or, in America, by the district committee.

The scale of entrance fees varies according to age, a practice arising from the difference in risks connected with the benefit system. In the United States persons from 19 to 25 years old pay $2.63; from 25 to 30, $3.50; from 30 to 40, $5.25. Regular members in the United States pay a contribution of 35 cents per week. In addition members pay 9 cents per quarter to the contingent fund and 18 cents per year to the special fund for carrying on trade movements. See the paragraph above on trade and junior sections for the special provisions regarding members of those sections.

If, at any time, the cash balance of the society, as shown by the reports of the locals, becomes less than $10 apiece for the members of the ordinary section, $5 for the members of the trade section, and $2.50 for members of the junior section, the executive council must make a levy on each member in proportion to his rate of contribution. The executive council is also directed, in case of any great struggle between capital and labor in Great Britain, to take a vote of all the members there on the question of an assessment of not more than 6 cents per week per member.

The cash balance of the society at the end of 1900, the largest ever held, was $1,051,900,[1] or about $16 per member. There is no separate reserve fund for any particular object.

Benefits.—The society has a very considerable number of different benefits, a fact which accounts for the high dues of 35 cents per week.

Strike.—The "trade privilege benefit," which is practically a strike and lockout benefit, is $5.25 a week for members who have been 6 months in the society, $2.63 for those who have been members from 3 to 6 months. Members sent from the locality of a strike to another place to obtain work are allowed strike pay meantime and railroad fare. No payment may be made to persons not members of the organization.

Unemployment.—Any member who is out of employment, for satisfactory reasons, for 4 working days or more is entitled to $3.50 per week for the first 12 weeks, whether successive or not, and $2.10 per week for another 12 weeks. This makes a total of $67.20 which may be drawn in 12 months. Officers and delegates who are discharged because of holding office or doing the society's business are allowed their usual wages until they find employment.

Sick.—In case of sickness, not caused by improper conduct, a member of 12 months' standing is entitled to $4.20 per week for 26 weeks, and $2.10 per week as long as he continues ill.

Accident.—A full member who is totally incapacitated for life by accident, blindness, or paralysis, not caused through immoral or reckless conduct, is entitled to $700. A member partially incapacitated so that he can not earn full wages throughout his life receives $350. A member who is injured and temporarily incapacitated, but who is likely to recover, is entitled to $175.

Superannuation.—The superannuation benefit was established quite recently Any member who is 50 years of age, and who is incapable of earning the usual wages, may, if he has been 25 years successively in the society, receive $2.80 per week for life; if he has been 18 years in the society, he is to be allowed $2.45 per week.

[1] At $5 to £1.

Funeral.—On the death of any member in good standing for 12 months, a funeral benefit of $84 is paid. If the wife of such a member dies he receives $35, $49 remaining to be paid at his own death. In the case of persons who have been only 6 months in the society, $24.50 is paid at death.

Tool.—A tool benefit is paid in case of loss of tools by a member through fire, water, or theft. The benefit varies according to the value of the tools, but can not exceed $140. Similarly there is a benefit for the loss of tool chest, not exceeding $7.

In addition to all these benefits there is a contingent fund supported by quarterly payments of all members, which is used in relieving cases of special distress recommended by branches and approved by the executive or district council. This fund is also used for aiding members of the carpenters' and other trades not belonging to the organization.

The following table shows the entire expenditures of the Amalgamated Society of Carpenters for the various benefits up to 1899, together with the yearly expenditure per member, for each. It will be seen that there has been a steady increase in the outlay for all the benefits except those for unemployment and for strikes or trade privileges. The per capita expenditure per year for superannuation benefit has naturally increased from year to year, and no average taken for past years would be significant:

Total amount of benefits paid during the years from 1860 to 1899.[1]

	Total.	Average cost per member per year.
Unemployment benefit	$2,874,864	$3.38
Tool benefit	235,775	.28
Sick benefit	2,481,595	2.92
Funeral benefit	446,005	.52
Accident benefit	239,825	.28
Superannuation benefit	649,915	.....
Trade privileges (strikes)	967,450	1.14
Benevolent grants	153,735	.15
Grants to other trades	128,005	.15
Total	8,176,625	.....

The following table shows similar facts for certain specified years. It is natural that the expenditure for certain classes of benefits should be much more uniform from year to year than that for others.

	1880.		1885.		1890.		1895.		1899.	
	Amount.	Per capita.	Amount.	Per capita.	Amount.	Per capita.	Amount.	Per capita.	Amount.	Per capita.
Unemployed	$109,610	$6.16	$174,545	$6.76	$71,325	$2.32	$193,230	$4.75	$74,965	$1.22
Tools	7,060	.09	7,495	.27	7,770	.25	8,645	.21	14,525	.24
Sick	58,655	3.30	83,595	3.24	94,840	3.09	142,895	2.96	167,065	2.70
Funeral	9,620	.29	14,565	.56	16,610	.52	21,005	.52	24,030	.48
Accident	6,000	.34	8,750	.34	5,850	.19	9,500	.23	17,475	.28
Superannuation	2,435	.13	12,905	.50	27,490	.89	54,825	1.34	81,335	1.31
Trade privileges	12,610	.71	23,125	.90	46,485	1.51	33,065	.81	82,845	1.34
Benevolent grants	3,490	.19	5,255	.20	4,120	.13	6,415	.16	12,955	.21
Grants to other trades	195	.01	440	.02	1,630	.05	720	.02	9,355	.15
Members		17,764		25,781		30,693		40,657		61,781

[1] At $5 to £1.

The following summary of the accounts of the first Chicago branch, one of th largest in the American district, with 123 members, for the year 1899, will sho the working of the benefit system in the locals.

INCOME.

Contributions, fines, and levies	$1,85
Membership and proposition fees	4
From American District Council	50
Miscellaneous	4
	2,44

EXPENDITURES.

Unemployed benefit	$76
Tool benefit	6
Sick benefit	213
Superannuation	27
Trade privileges (strikes, etc.)	110
Accident benefit	350
Contingent fund grants	40
Funeral benefit	60
Officers' salaries	67
Delegate to American Federation of Labor	77
Miscellaneous expenses	127
Remitted to San Francisco branch	100
	2,249

It is usually the case that American branches spend more than local contributions and receive money from the general office through the American District Council, as in the above account. The practice of transferring surpluses to other branches is also illustrated by the accounts of this union.

Strikes.—The system of strike management of the Amalgamated Carpenters is somewhat complicated. In the first place, it is provided that whenever the members of a branch society in any locality decide that a change in the code of working rules and customs of the district is desirable, or that it is necessary to take some action to secure a better carrying out of the local rules, they may vote to establish a managing committee which shall remain in office for 12 months. Where there are two or more branches in any place, they must act jointly in selecting such a committee. In towns or districts where there are organizations of carpenters not affiliated with the Amalgamated Society, as is usually the case in the United States, a "united trade committee" may be formed composed of representatives of the various organizations. Where such a committee exists its members may also constitute the managing committee above provided for, although this is not essential. Each district is allowed to form its own regulations for the guidance of the managing committees or united trade committees, subject to the approval of the executive council, or of the district committee in the case of the American and Australasian districts. These united trade committees and managing committees, however, have no power themselves to declare strikes, except that at their discretion they may authorize a refusal to work with nonunion men. Otherwise, before making any demand upon employers the members of such committees must send a memorial regarding the proposed demands to the executive council (or, in America, the district committee). On receiving the sanction of the council to these demands, the committee may communicate with the employers and undertake the general management of the movement. If, however, it is deemed necessary to strike in order to enforce the demands, the sanction of the executive council or of the district committee must be again sought. In case the strike is duly authorized, a strike committee is to be elected by the members of the society on strike. When the same members are not elected on both the managing committee and the strike committee, the former is to meet only when its services are required. The strike committee acts in conjunction with and under direction of the managing committee. It has the detailed control of the distribution of moneys received from the society. The executive council or the district committee has power to put an end to a strike at any time.

In America the district committee largely fills the rôle regarding strikes which is filled by the executive council in England. The district committee is required to send notice of applications for support in demands or in strikes to the executive

council in England, but it is not necessary to await the approval of the executive council if the district committee considers that circumstances warrant immediate action. Indeed, no resolution or act of the district committee can be set aside by the executive council unless it is in direct violation of the rules and objects of the society. A large degree of autonomy is thus given to the American district, although it is still entitled to call upon the parent society for financial support in strikes thus authorized.

The society reported to the Federation of Labor in the fall of 1900 that it had won 10 strikes in America during the preceding year, compromised 1, and lost 1. The cost of the strikes had been about $15,000, of which the Chicago strike cost $11,500.

Provisions for obtaining employment.—The rules provide that each branch shall be provided with a "vacant book," and that members receiving strike or unemployed benefit must sign this book daily. This book is intended to facilitate the finding of situations for unemployed members.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.

History.—The International Brotherhood of Electrical Workers was organized in 1891. It includes line men, inside wire men, dynamo tenders, lamp trimmers, and electrical workers in general. In the summer of 1900 the secretary reported 136 locals, and estimated the membership at 7,000. In June, 1901, the membership was estimated at 10,000.

General aims.—The preamble to the constitution declares that in spite of the material splendor of the age, wage workers are poorer to-day than ever before, and that this is especially true of the electrical workers, who get lower wages in proportion to the risk and the high skill required than any other trade. The want of a strict apprentice system, it is declared, has burdened the trade with swarms of incompetent men. The formation of the brotherhood is intended to elevate the social and moral standing of the trade and of the community at large, in the belief that the interests of employers will also be served.

In the constitution the objects are more definitely stated as follows: "To rescue our trade from the low level to which it has fallen, and by mutual effort to place ourselves on a foundation sufficiently strong to prevent further encroachment. We propose to establish an apprentice system, to maintain a higher standard of skill, to encourage the formation of schools of instruction in line men unions for teaching the practical application of electricity and for trade education generally, to cultivate feelings of friendship among the men of our craft, to settle all disputes between employers and employees by arbitration, to assist each other in sickness or distress, to secure employment, to reduce the hours of daily labor, to secure adequate pay for our work, and by legal and proper means to elevate the moral, intellectual, and social condition of all our members."

The Electrical Workers have also adopted certain recommendations or platform planks. They declare themselves in favor of weekly payment of wages; they discountenance the use of articles made in penal institutions; they favor uniform lien laws making a mechanic's lien the first mortgage. It is also recommended that local unions do all in their power to make the 8-hour system universal, and that they strive to form a league of delegates from the various unions in the building trades in their respective cities.

Conventions and constitutional amendments.—The convention of the Brotherhood is held biennially in October. Each local union is entitled to one delegate for 50 members or less, two delegates for 100 members, and one delegate for each additional 100 members. The local is entitled to its full number of votes in the convention, though only a single delegate is sent. The expenses of delegates are defrayed by the local unions.

The constitution may be amended by a two-thirds vote of the delegates present at the general convention, but subject to the vote of the local unions. A two-thirds vote of all the members is necessary to sustain amendments.

Officers.—The officers of the Brotherhood are the grand president, grand secretary, grand treasurer, and six grand vice-presidents; they constitute the executive board. They each hold office for two years and are elected by the international convention. The election requires a majority vote, and at each unsuccessful ballot the candidate receiving the lowest number of votes is dropped.

The president has power to call a general meeting of the executive board whenever he deems it necessary, to decide all questions and controversies, subject to appeal to the executive board, and to perform the other customary duties of president.

The secretary is the chief financial officer, although he does not have actual cu tody of the funds. He must remit monthly to the grand treasurer moneys co lected from the local unions or other sources. He must keep a correct financi account between the local unions and the Brotherhood, and must issue quarter reports of receipts and expenditures. He must keep a general roll of the mem bers of the Brotherhood. His salary is $1,200 a year.

The general treasurer must pay all legal bills on the recommendation of th executive board and on warrant signed by the grand secretary. He receives salary of $200 per year.

The vice-presidents act as organizers in their respective districts. The exec tive board as a body is the final court of appeal in case of disputes of any sort, sul ject only to reversal by popular vote of all the members of the Brotherhood. Th executive board also issues charters to local unions and holds the bonds of th grand secretary and the grand treasurer. The members of the board when c duty receive $3 per day and expenses.

The officers of each local union are a president, vice-president, and recordin secretary, financial secretary, press secretary, treasurer, 2 inspectors, a foreman and 3 trustees. Each officer serves for 6 months, except the treasurer, whos term is 1 year, and the trustees, who hold for 18 months. The local unions ma fix salaries for such officers as they see fit. The duties of the officers are the cus tomary ones. The press secretary has charge of the preparation of an official le ter monthly for the journal published by the general office, and also acts as agen for the official journal in the union. The trustees have general charge of th funds and property of the local.

Membership.—On account of the existence of a benefit system the constitution o the Electrical Workers provides that only those of not over 50 years of age an of sound health are eligible to full membership. Candidates disqualified on thes grounds, however, may be admitted without being entitled to the funeral benefit or sick benefits. Candidates must also have served a regular apprenticeship o three years and be competent to command the general average wages. Member who become contractors or employers may remain members if they pay the scal of wages, hire only union men, comply with the rules of the brotherhood, and ar not members of contractors' or employers' organizations.

Each candidate, on applying for membership, must be examined as to his fitnes by a special committee of three members of the local unions. If the committe reports favorably and no objections are stated by any member of the union, a secre ballot is taken. If one-third as many black balls are cast as there are member present, the candidate is rejected.

The admission fee may not be less than $5.

Discipline and rights of members.—No member of the brotherhood is allowed to in jur the interests of another by undermining him in prices or wages or by any othe willful act by which the situation of any member may be placed in jeopardy.

Any member who leaves work in such a condition as to endanger his fellow craftsmen or the public generally must be expelled.

In case a member is defrauded of his wages and reports to his local unio within 4 weeks, the local union must advance sufficient funds to sue the employe for such wages. The amount advanced must be paid back immediately if the wage are collected, and at the rate of 10 per cent weekly if not collected.

Any officer or member who becomes a habitual drunkard or commits any offens that will bring the Brotherhood into discredit, or who endeavors to create dissen sion among the members, or who works against the interests and harmony of th brotherhood in any way, must be expelled.

Any member who willfully slanders another member or violates the recogni ed trade rules of the locality, or who is guilty of any fraud in connection with th funds of the union, must be fined, suspended, or expelled, as the local union shal direct.

Any member entering a meeting in a state of intoxication, or disturbing it in an way, or using profane or unbecoming language, must be admonished by the chair and if he again offends must be fined 50 cents; for the second offense, $1; for th third offense he must be suspended for three months.

Finances.—The local initiation fee may not be less than $5, $2 of which goes t the general office. The local unions must charge at least 60 cents a month due 20 cents of this goes to the general office as a fund for the management of th brotherhood, publication of the official journal, and the payment of benefits. I at any time the funds in the hands of the general treasurer fall below $500, an assessment of 25 cents on each member must be levied. It is also provided tha local unions shall set aside 5 cents per capita each month for a protective fund subject to the order of the national union. This law is not practically effective

Benefits.—Every member 9 months in good standing is in case of death entitled to a funeral benefit of $100, unless his death was caused by his own improper conduct or by accident or disease incurred before joining the brotherhood. Sick and accident benefits, according to the constitution of the national union, are to be regulated by the rules of the locals.

A strike benefit is paid of $5 a week to married men and $4 a week to single men.

Strikes.—The rules of the Electrical Workers provide specially for the establishment of committees of arbitration or conciliation to settle difficulties. Whenever any dispute arises the members involved must lay the matter before their local union. In order to sustain the grievance the vote of the local union must be taken by a secret ballot, and a two-thirds majority is required. If the demand is approved, the union must immediately notify the general secretary of the exact nature of the difficulty, and he sends a statement of the case to all the local unions. Pending the action of the general office the president of the local union must appoint an arbitration committee to wait upon the employers. The general secretary, immediately after receiving notice of the difficulty, directs the member of the national executive board nearest to the point of disturbance to go there at once. Another arbitration committee must then be appointed by the local union, which shall, together with the member of the executive board, endeavor to adjust the difficulty. If this effort fails, the member of the executive board forwards to the general president a full statement of the grievance, with his advice as to the best course to pursue. The president submits the case to the executive board, and if a majority of its members favor the strike the local union may order it immediately.

Should the terms of settlement arrived at by the arbitration committee in any case be rejected by the local union, the general president must submit the decision to a vote of all the local unions, and if they approve it the action of the arbitrators is binding.

In case the executive board does not approve the application for permission to strike, the local union may appeal to a general vote of the membership, and if two-thirds of all the members voting favor the appeal it is declared sustained.

Any member working for any employer against whom a legal strike has been declared is to be fined such sum as the local union may decide, but not less than $5 for each day employed.

The general president and executive board have power, when satisfied that any dispute should cease, to refuse further financial aid to the local union.

An especially noteworthy point in the rules of the Electrical Workers is a provision that the regulations as to the authorization of strikes do not apply in cases where a local union is affiliated with the central labor body of any city, in which case the local has the option of obeying the order of the central body in preference to that of the executive board of the brotherhood. Nevertheless, the brotherhood reserves the right to decide the justice of any claim for strike benefits under such circumstances.

Members of the organization engaged in a duly authorized strike are entitled to $5 a week in the case of married men and $4 a week in the case of single men, to commence the second week after the difficulty has been authorized. Each local union is directed to set aside 5 cents per capita monthly for the protective fund, which it holds subject to the order of the central executive board. In case the protective fund becomes exhausted in supporting a strike, the executive board has power to levy special assessments to maintain it.

GRANITE CUTTERS' NATIONAL UNION OF THE UNITED STATES OF AMERICA.

History.—The Granite Cutters' National Union was organized in 1877, though local unions of the trade are said to have existed since 1820. The members are said by the secretary to be about equally divided in their employment between building work and monumental work. Everything in the way of granite cutting, from rough street and bridge work to statuary, is included in the trade. A considerable number of members work about the granite quarries. The number of locals reported by the secretary in August, 1900, was 145. Less than 5 per cent of the granite cutters are believed by the secretary to be nonunion, though about 300 are supposed to be members of other unions.

The trades of the Granite Cutters and the Stone Cutters are so similar that the two organizations could scarcely exist side by side without conflict. It is possible that the antagonism is increased by the fact that many of the granite cutters work

about the quarries and cut material, which is shipped to the cities in the finished state. The city stonecutters, like most workmen whose occupation makes it practicable, have a strong tendency to local protectionism. The wage scale of the quarry granite cutters is rather lower than that of city workers in any kind of stone, and this aggravates the trouble. In Chicago the Stone Cutters were strong enough for a time to keep the Granite Cutters out of the building trades council. In the days of the council's power, under the rule that building workmen must carry building trades council cards, the Stone Cutters had strikes called to prevent members of the Granite Cutters' Union from working at their trade on buildings. Complaint was made of this in the convention of the Federation of Labor in 1899. The Stone Cutters are not affiliated with the Federation and no direct pressure could be applied to them; but the Federation requested all of its local and national unions which were represented in the building trades council in Chicago to instruct their delegates to cast their votes and use their influence so that the members of the local union of Granite Cutters should not be interfered with in following their craft in the city.

Objects.—The objects of the Granite Cutters' Union are stated in the constitution to be: "To encourage a regular apprentice system and a higher standard of skill; to cultivate feelings of friendship among the craft; to assist each other to secure employment; to reduce the hours of daily labor; to discourage piece work as tending to degrade the trade; to secure adequate pay for our work; to furnish aid in case of death, and assist, to the best of our ability, disabled members; to endeavor by legal and proper means to elevate the moral, intellectual, and social condition of all our members, and to improve our trade."

Convention.—A convention may be called by a majority vote of the members in good standing. The convention consists of 1 delegate for a State having 500 members or less and 2 delegates for a State having over 500 members. No convention has been held since 1880.

Constitutional amendments.—The constitution provides for a revising committee of 7, to be elected "when it becomes necessary to amend or alter this constitution." The members are to be chosen by a plurality vote of the members in good standing. No branch is to nominate more than 1 candidate and no State is to have more than 1 representative. Four revising committees have been formed since 1880, the last in 1897.

Amendments may be proposed by any branch at any time, and are to be received by the national committee, published, and placed on file, and "voted on at the first meeting of the revising committee or convention." It is also possible to amend the constitution, however, by a general vote of the members. Any proposition requiring the vote of the union is to be laid before the union a month before it is voted on, so that amendments can be offered. The original proposition and each amendment is to be voted on separately, and the proposition which receives the highest plurality vote is the decision of the union.

Officers.—The officers are a president, a secretary-treasurer, and 5 members of the national committee. The president and the committee members are elected by the branch where the seat of government is fixed. The president serves for 1 year. The committee members are elected for 6 months, 3 going out at the end of one quarter and 2 at the end of the next. The seat of government is chosen by vote of the whole membership once in 2 years. If there is no choice on the first ballot, a second ballot is taken, in which only the 2 branches which have received the highest votes are eligible.

The secretary-treasurer is elected for 2 years, by a majority vote of all the members of the union. If there is no choice on the first ballot, the 2 highest candidates are voted for on the second ballot. The union pays the cost of his removal to the seat of government. In addition to the ordinary duties of his double office the secretary-treasurer edits and publishes the official journal. He may be removed from office on charges preferred by any branch or by the national committee. Such charges are to be investigated by a committee of 3 members in good standing, 1 chosen by the body which brings the charges, 1 by the secretary-treasurer, and the third by these 2. If the committee finds the charges sustained, it is to report to the union, and the secretary-treasurer may be removed only by a two-thirds vote of the whole membership. The salary of the secretary-treasurer is to be fixed by vote of the union for the term for which he is elected. If he is called away from the seat of government on union business, he receives the expense of conveyance and $2 a day over and above his wages.

Any branch may appoint a business agent, with the consent of the national union, paying half his salary by extra local assessments and half from the general fund. The agent's pay is not to exceed the established day wages of his branch.

Membership.—Regular granite cutters, stonecutting-machine workers, and tool sharpeners are eligible to membership. Machine workers are not allowed to cut granite in the usual way by hand unless they have served a regular apprenticeship. Granite cutters and tool sharpeners must keep to their respective trades; but a member who can cut granite and sharpen tools may pursue both callings in gangs where less than 8 cutters are employed. It is left to each branch to decide whether foremen shall belong to the branch or not.

Discipline.—Any member who uses threats or intimidation to compel nonmembers to join the union, contrary to the laws of the different States, shall be fined a sum at the discretion of the branch where the offense is committed.

Branch officers are subject to a fine of 25 cents for failure to attend meetings without satisfactory excuse. Any member who refuses to serve in any office or on any committee, without satisfactory excuse, is subject to a fine of 25 cents; but officers may decline a reelection or reappointment, and any officer may be excused from serving on any committee. Unnecessary talking or abusive language during a meeting involves a fine of 25 cents.

Any member who reports the doings of the union to outsiders without authority may be fined as the branch deems proper. Any member who reveals the transactions of the branch or undermines a brother member or otherwise puts the situation of any member willfully in jeopardy, is liable to a fine of not less than $5 or more than $25.

A member tried by his branch for any offense is entitled to appeal to the national committee, and thence to a popular vote.

If a member is in doubt of having a fair trial by the branch where he is accused, he may submit his case to a board of 7 members in good standing, 3 to be chosen by him, 3 by the branch, and the seventh by these 6. Such a board, if it convicts, may fix the fine to be imposed, not exceeding $50. There is no appeal from its decision. No other national union seems to have provisions of this sort—for trial by a jury which the accused has had a voice in choosing—except the Garment Workers, in the particular case of an accusation of slandering a general officer.

Finances.—The initiation fee for apprentices who present themselves at the first regular meeting of the branch after their apprenticeship expires is $1. For all others the initiation fee may be any sum not less than $2 nor more than $50, at the discretion of the branch. The dues are 70 cents a month. All the receipts of all branches are treated as a common fund. Each local branch is required to transmit the whole of its receipts, after paying hall rent, a small sum for the salaries of local secretaries and committees, and the cost of books, papers, etc., to the national office. Remittances are to be made monthly.

Whenever the funds of the national union reach $2,000, $1,000 is to be invested in United States registered bonds. No money can be drawn from bank except upon an order approved by the national committee and signed by the president and secretary-treasurer.

If any dispute necessitates expenditures which reduce the funds of the union to less than $1,000, the national committee may levy an assessment upon all employed members. After such a dispute is settled no money may be paid out of the general fund for any purpose except the settlement of debts contracted in the dispute, and the expenses of the general management and funeral claims, until $12,000 has accumulated in the treasury.

When a convention or a revising committee meets, it is to audit the books of the national office. At other times an auditing committee of three members is to be chosen once a year, by a plurality vote, from the six branches nearest the seat of government, no more than one auditor coming from any one branch.

Any member over 3 months in arrears for dues, journal charge, or special assessments is in bad standing and not entitled to any benefits. When 12 months or more in arrears a member is to be suspended, and must pay 75 cents a month on applying for reinstatement. All over 2 years in arrears are to pay $20 for reinstatement. Reinstated members are not entitled to funeral benefits until 6 months after the readmittance fee is paid in full. Twenty-five per cent of their earnings is to be paid toward the readmittance fee until it is settled.

Benefits.—A death benefit of $125 is paid on the death of one who has been a member for 6 months and is in good standing at the time of his death. If a member dies by accident before he has been a member for 6 months, his heirs are entitled to full benefit.

The strike and lockout benefit is $1 a day. Members victimized, or thrown out of employment in consequence of their support of the union, seem to be entitled to no benefit. The constitution only says that they shall be assisted in securing employment and given such help as is possible. Any member who has

reached the age of 55, and has been in good standing for 5 consecutive years, entitled to full benefits by paying the journal charge of 30 cents a year and a extra assessments, and 40 cents per month in place of the regular dues of 70 cent Any member who is sick or out of employment for 2 months or longer is exemp from half dues if he has kept in good standing.

Strikes.—Branches may make bills of prices to govern their localities, but mu submit them to the national committee for approval. When an advance demanded, the employers must have not less than 3 months' notice. On the othe hand, employers are required to give at least 3 months' notice of a proposed redu tion. If they fail to do so, branches are directed to resist the reduction, and the are entitled to support from the general fund.

If in any dispute a local branch decides by a two-thirds vote that a strike is nec essary, the secretary of the branch must lay a full statement of the case before th national committee, showing the number of members, both those in good standin and those in bad, belonging to the branch, the number of nonmembers in the loca ity, the state of the trade, the number voting for and against the strike, and al other matters pertaining to the case. The national committee may then authoriz a deputation of not more than 2 members from the nearest point or points to inves tigate the case and report. After obtaining all possible evidence it is to lay th matter before the union as a whole. Permission to inaugurate a strike is consti tutionally given by popular vote.

Members taking part in an authorized strike are entitled to a strike benefit of $ a day. To draw the benefit they must report daily at an appointed place and hour

The secretary declared in 1900 that the fear of strikes seemed to be the strongest influence tending to make employers fair. The 8-hour day was gained in some places without strikes, but this was only because the members were on strike else where and were determined to cut no more granite except on the 8-hour system The granite cutters' general strike for the 8-hour day in 1900 lasted from 6 to 1 weeks in various places, and cost in strike pay alone $115,000. The secretary says "But we moved up a peg and do not begrudge the expense."

The attitude of the granite cutters toward arbitration is referred to on page 389.

Hours and wages.—The constitution adopted in 1897 provided that, beginning with the year 1900, hours of labor should not exceed 8 per day and wages should not be less than $3. In the spring of 1900 the union undertook an extensive strike to enforce this provision. It was successful as to the hours, and it is now understood that its members universally work an 8-hour day. It was only partially successful as to wages. The secretary-treasurer reported in August, 1900, that the minimum wages were $2.80. In the spring of 1901, according to the statement of the secretary, advertisements for men were posted in granite-cutting sheds throughout the country. The secretary regards this increased and general demand for workmen as an exemplification of the trade-union argument for shorter hours, that the shortening of the day increases the opportunities for employment.

Subcontracting.—If a branch has a bill of prices and a standard of wages, no member may subcontract where the bill of prices is in force, under penalty of a fine of not less than $30. Each branch may define what constitutes subcontracting in that locality. The constitution says that a subcontractor "is generally defined as a workman who contracts with his employers for a quantity of work to the injury of his fellow-workmen."

Convict labor.—The union discountenances instructing convicts in granite cutting in prisons and reformatories, and urges the branches to do their utmost for the repeal of all laws which provide for the cutting of granite in such institutions. Convicts who have worked 3 years at granite cutting in prison may, however, be admitted to the union; the initiation fee is left to the branch where they make application.

Official journal.—The Granite Cutters' Journal is published monthly and is sent to all members. It has been published since 1877. Some columns are printed in Italian. Each member is obliged to pay 30 cents a year to cover the cost of it. When a member ceases to be in good standing he ceases to receive the Journal. The subscription price to outsiders is $1. The Journal is the medium of communication between the officers, the local branches, and members of the union. The constitution forbids the issue of any circular or document having reference to the affairs of the union otherwise "than through the channels provided for in the constitution, under a penalty of not less than $1 or more than $10 for each individual implicated, and the publication of their names in the Journal." This does not apply to inquiries or information regarding the standing of members who present themselves at a branch which they do not belong to without the proper card, or

regarding the character and standing of any candidate for election to an office in the union, or regarding the facilities of any branch nominated for the seat of government.

BROTHERHOOD OF PAINTERS, DECORATORS, AND PAPER HANGERS OF AMERICA.

History.—The Brotherhood of Painters and Decorators was established on March 15, 1887. In 1894 a bitter factional strife arose which split the organization in two. Each faction claimed to be the Brotherhood of Painters and Decorators of America. One maintained its headquarters at Baltimore; the other at Lafayette, Ind. The Lafayette branch incorporated under the laws of Indiana on December 7, 1894.

The officers of the American Federation of Labor made repeated efforts to bring about a consolidation of the two organizations. They failed year after year; and in their view the reason of their failure was the refusal of the branch which had its headquarters at Lafayette, Ind., to meet the other branch in conference, with a view to union. The executive council of the Federation, therefore, recognized the other branch, which had its headquarters at Baltimore and afterwards at Syracuse, as the true Brotherhood of Painters, and treated the Lafayette branch as a seceding and traitorous organization. In spite of this, the Lafayette branch seems to have maintained a strength fully equal to that of the other.

In the American Federation of Labor convention of 1898 there was much discussion of the division of the Painters' Union and of the action of the executive council in recognizing the Baltimore branch as the genuine organization. One delegate asserted upon the floor that the Lafayette faction had twice as many members as the other.

The American Federation of Labor convention of 1899 directed the executive council, within 30 days, to revoke the existing charter held by the Baltimore faction, and within 6 months to call a convention of all painters, decorators, and paperhangers of the United States and Canada, for the purpose of consolidating all unions of these crafts into one international union. The convention elected a committee of three to attend this convention of paper hangers, organize it, "act as a committee on credentials, and finally decide all questions upon which the contending parties fail to agree."

In consequence of this action, a conference was finally brought about, at which an agreement for consolidation was completed. The representatives of each brotherhood nominated candidates for the several offices and named a city for headquarters. The choice of officers and the situation of headquarters was determined by a common vote of the members.

The number of members in the two organizations was not reported. The number of locals affiliated with the Syracuse Brotherhood was given as 147, and the number affiliated with the Lafayette Brotherhood as 145. The receipts of the Lafayette Brotherhood for 5 months, from January 1 to June 1, 1900, were $10,009, and its expenses $11,283. The receipts of the Syracuse Brotherhood for a period substantially the same were $3,248 and its expenses $3,697. Lafayette was chosen as the headquarters of the united Brotherhood, and the secretary of the Lafayette Brotherhood as the secretary of the united organization. These facts would seem to indicate that the body which had been treated by the Federation of Labor as the seceding body was in reality the stronger. The united Brotherhood acts under the charter of incorporation which was taken by the Lafayette organization in 1894. The name was changed to Brotherhood of Painters, Decorators, and Paper Hangers of America in the spring of 1900, just before the consolidation.

An organization called the National Paper Hangers' Protective and Beneficial Association has for some years maintained an independent existence and has made repeated applications to the American Federation of Labor for a charter. The matter has come up in the conventions of the Federation in 1898, 1899, and 1900. The Federation has uniformly decided that the paper hangers should be under the jurisdiction of the Brotherhood of Painters, though it has recommended that they be organized in separate unions and be granted autonomy within the painters' union. The promoters of the separate organization of the paper hangers have not acquiesced.

The following table gives the number of local unions and the number of members reported at certain periods:

Brotherhood of Painters, Decorators, and Paper Hangers.

Years.	Unions in good standing.	Membership in good standing
Mar. 15, 1887	13	49
Dec., 1887	65	1,96
Dec., 1888	111	3,98
Dec., 1889	1.1	6,64
Dec., 1890	174	8,06
Dec., 1891	204	10,16
Dec., 1892	264	12,12
Dec., 1900	550	30,00

On February 1, 1901, 380 local unions, 13 district councils, and 31,280 members were reported.

General aims.—The articles of incorporation of the brotherhood give its objects as follows:

For the purpose of aiding members to become more skillful and efficient workers.

The promotion of their general intelligence.

The elevation of their character.

The regulation of wages, and their hours and conditions of labor.

To cultivate feelings of friendship among the members of the association, and to assist each other to secure employment.

The promotion of their individual rights in the prosecution of their trade or trades.

The raising of funds for the benefit of sick, disabled, or unemployed members, or the families of deceased members.

And for such other objects, for which working people may lawfully combine, having in view their mutual protection or benefit.

Among the objects stated in the constitution are the reestablishment of an apprentice system to encourage a higher standard of skill. The constitution also contains the following clause, which is used by several other organizations. "To rescue our trade from the low level to which it has fallen, and by mutual effort to place ourselves on a foundation sufficiently strong to resist further encroachments"

Convention.—The convention is held biennially on the first Monday in December, unless otherwise ordered by popular vote. The question of holding a convention is to be submitted to the members during the preceding August.

Representation of locals is based on the number of members on which per capita tax has been paid. Unions which have 100 members or less are entitled to 1 delegate; more than 100 members and less than 500, 2 delegates; 500 and less than 1,000, 3 delegates; 1,000 or more, 4 delegates. Each delegate has 1 vote, and no proxies are allowed; but distant and small unions may join in sending a delegate. The general brotherhood pays mileage at the rate of 2½ cents a mile, and the rest of the expenses of the delegates are paid by the locals. Each delegate must have credentials signed by the president and recording secretary of his local and verified by its seal. A local must have been in existence 6 months in order to be represented, and a member must have been continuously in good standing for 6 months in order to be a delegate.

Constitutional amendments.—Amendments to the constitution may be proposed by the executive board, or by a two-thirds vote of the convention, or by any local. In the last case the proposal must be seconded by 5 other locals, no two of which may be in the same State or Territory. In any case the amendment is valid only when accepted by a two-thirds majority on a popular vote.

Officers.—The officers are a president, 4 vice-presidents, no two of whom may be from the same State or Territory, and a secretary-treasurer. No general officer can be reelected. The term of office is 2 years. One must have been a member in good standing for 12 months to be eligible to a general office.

Officers are elected by the convention, and a majority of the total vote is necessary. If no one receives a majority, the candidate who has received the lowest vote is dropped. If the members vote not to hold a convention, nominations are made by the several locals, and officers are elected by popular vote.

The president has power to suspend any local or district assembly for any violation of the constitution or laws of the union, subject to appeal to the membership.

The secretary-treasurer is required to keep a roll of all members, with name, age, number of card and date of admission, and also a roll of all members expelled, suspended, and withdrawn. He publishes the official journal. His bond is fixed at $15,000, and is to be increased if the amount in his hands at any time is greater.

The president and vice-presidents constitute the executive board. The board elects a corresponding secretary from among its own members. The secretary-treasurer sits with the board and has a voice in its proceedings, but no vote. The board has general control of the brotherhood, subject to appeal to the convention. It may impeach and try any general officer on charges brought by any local and seconded by one-fifth of all the locals. If it finds the accused guilty, it may remove him from office. Its action in such cases is subject to appeal to popular vote.

The members of the executive board receive $2.75 a day for the time given to brotherhood business, and $2 a day for expenses, besides railroad fare. By a vote taken in March, 1901, the president is placed at headquarters under salary. The secretary-treasurer had been the only salaried officer. The president and the secretary-treasurer now receive $100 a month each.

Local unions.—A new local may be organized by any number of painters, decorators, or paper hangers not less than 7. The existence of one local in a city does not prevent the establishment of more, unless the existing local offers reasonable objections. Local unions are required to hold regular meetings at least once in each month, on pain of forfeiture of charter. The constitution says that they should hold social gatherings at stated times for the entertainment of the members and their families and for invited guests. The constitution also contains the following clause, which is found in substantially the same terms in the constitutions of several other organizations:

"Each local union should maintain labor bureaus, found libraries, invite speakers from other trade unions to deliver lectures, join central labor unions or trade assemblies where such exist, maintain friendly relations with other trade and labor organizations, and do all in their power to strengthen and promote the labor movement."

The constitution provides that the Brotherhood shall not be dissolved while there are 5 dissenting locals, and that a local shall not dissolve or withdraw from the Brotherhood so long as 7 members in good standing object.

District councils.—Where more locals than one exist in a city they are required to establish a district council. The by-laws of the district council must be adopted by popular vote of the locals. A district council can levy an assessment only by a two-thirds vote of the members of the locals. Any local may appeal from the district council to the executive board, or may protest to the board against any proceedings of the council. Where district councils exist they issue working cards to members.

Membership.—A candidate for membership must be a painter, decorator, or paper hanger, working at the trade and competent to command the average wages, and of good moral character. For full beneficial membership he must be of sound health and not more than 50 years of age. No "militiaman, special police officer, or deputy marshal in the employ of corporations or individuals during strikes, lockouts, or other labor difficulties," can either be admitted or remain a member.

Any applicant of good moral character, disqualified from membership because of his physical condition, may be admitted as an honorary member by the payment of the entrance fee and 10 cents a month as dues. No per capita tax is charged for honorary members, and they are not counted in fixing the representation of locals in the convention. A member who joins after he is 50 years old, but while he is in sound health, counts as a full member, but is entitled to only partial benefits.

Contractors or employers may be admitted at the option of locals. They must pay the union scale, must hire only union men, and must not belong to any employers' or contractors' association. No contractor is eligible to office, or to vote on questions of trade rules, time, and wages.

Every applicant for membership must sign a regular application blank furnished by the general office, stating his age, health, and such other information as may be asked for. This blank must be countersigned by 2 members in good standing and forwarded to the general office. The qualifications of the candidate are examined by a special committee of three appointed by the local, and he is admitted by a two-thirds vote of the local. One who has been expelled, suspended, or rejected by one local can not be admitted to another except by consent of the first.

Apprentices.—The Painters declare that the indenturing of apprentices is the best means of giving the efficiency which a working man should possess, and also of giving the employer some return for the effort which ought to be made to produce competent workmen. Boys who wish to learn the trade should be required to

OPERATIVE PLASTERERS' INTERNATIONAL ASSOCIATION OF THE UNITED STATES AND CANADA.

History.—The Operative Plasterers' International Association of the United States and Canada was organized in 1882. The number of locals in existence at various dates is given by the secretary as follows:

July, 1883	12	January, 1893	80
July, 1884	14	January, 1894	72
July, 1885	16	January, 1895	75
July, 1886	18	September, 1896	63
July, 1887	23	September, 1897	62
January, 1889	32	September, 1898	38
January, 1890	52	September, 1899	56
January, 1891	90	September, 1900	106
January, 1892	70	June, 1901	131

The number of members was reported as 1,784 on November 30, 1898, and 6,260 on September 11, 1900.

The organization includes nearly all plasterers in the larger towns throughout the greater part of the country. In the New England States, in some parts of the South, and generally in small places, the Bricklayers and Masons' unions do plastering and admit plasterers.

General aims.—The objects of the Plasterers' Association are stated in the constitution in terms similar to those commonly used by other unions. The preamble says: "Recognizing the right of the employer or capitalist to control his capital, we also claim and will exercise the right to control our labor, and be consulted in determining the hours per day and the price to be paid for it."

The convention of 1900, in expressing sympathy with the anthracite miners in their strike, which was in progress at the time of the convention, added the following sentence: "And we also urge them to strive for the only permanent settlement of this question—that is, the operation and ownership of the mines by the State—for the good of the whole people."

Convention.—The convention is held biennially in September. Locals are entitled to 1 delegate for the first 100 members or less, and to 1 additional delegate for each additional 100 members or fraction thereof. This provision is unusual; in most unions a fraction of the quota must be more than half in order to give an additional delegate. There are no proxies.

Officers.—The officers are a president, 3 vice-presidents, a secretary-treasurer, and an executive board. The executive board consists of the 3 vice-presidents and 4 other members. All officers are elected by the convention, and all must be delegates to the convention. A majority is necessary to elect. No member can hold the same office more than two terms in succession, and when one has held an office for two terms, no other member of the same local can succeed him. The secretary-treasurer is forbidden to work at his trade or engage in any other business while holding the office, on pain of a fine of $25 for the first offense, and removal from office for the second. He is required to issue a general quarterly report, based on reports furnished by local secretaries, showing the state of trade at the seat of each local union, all changes of membership, the initiation fee of each local, and all receipts and payments to the national organization. In addition to the ordinary duties of his office, he has power to appoint organizers and to fix their salaries, subject to the approval of the president and the executive board. His salary is $1,300 a year, payable weekly. He is required to give a bond for $6,000, secured on real estate or by a trust company. The cost of the bond is paid from the general treasury. The president's salary is $100 a year.

The executive board decides appeals from the decisions of the president, and has power to authorize strikes. Its business is transacted by correspondence. Each member is required to make a decision within 10 days after any question is submitted to him, on pain of a fine of $10. The records of the association show, however, that in spite of this threatened penalty the members of the board have frequently neglected their duty in this respect.

Since 1894 the constitution has provided for a register of all the members to be kept at the office of the general secretary-treasurer, and for a record of every admission, suspension, and transfer from one local to another to be made there. This system affords the only safeguard, on the one hand, against understatement of the membership of locals and consequent loss of per capita tax, and, on the other hand, the only secure way of determining the right of members to strike

benefits and to death benefits. The register was not actually made until the present secretary-treasurer assumed the office in 1898. Even with the best efforts on the part of the general office it is not found possible to escape the results of carelessness or mismanagement of local secretaries. When strike benefits were to be paid in consequence of the great Chicago strike in 1900 the registered members of the Chicago local increased from 298 on May 8 to 412 on July 28, and many of the members who were then registered for the first time claimed to have been members of the local from 3 months to 14 years.[1] So far as these claims were true, the officers of the local had either failed by carelessness to register their names or had refrained from doing so to diminish the per capita tax due to the International Association. Trouble arose when strike benefits were wanted, and the secretary-treasurer refused to pay them to any but those who were registered in his office.

In the convention of 1900 complaint was made that local secretaries report the state of trade dull in their localities when the truth is otherwise. The executive board was directed to lay fines upon local secretaries who do not report the state of trade correctly.

Local unions.—A local union may be organized by 7 plasterers, and 5 members are enough to retain an existing charter.

Cards.—The traveling card of the Plasterers is a small book containing coupons, which are to be sent to the general secretary-treasurer to keep him advised of the movements of traveling members. One form of coupon is to be sent in by the secretary of the union which the member leaves and another by the secretary of that which he joins. The general secretary-treasurer keeps a record of every member and corrects it by means of these advices. A traveling card must be deposited with the local into whose jurisdiction the member has come at the first meeting. It must be deposited somewhere within 30 days from its date. It can not be deposited with any local while the local is on strike or lockout. If one who has been a member less than 6 months goes to a local which has a larger initiation fee than that which he has joined he must pay the difference.

Every member is under the control and jurisdiction of the association under which he is working, and may be fined by it for violation of working rules, whether his card has been deposited with it or not.

One thousand three hundred and ninety-seven transfers were recorded between November 30, 1898, and September 11, 1900.

Nonunion men.—No member may be allowed to work for any employer who is employing nonunion men in another city where a subordinate association exists.

Finances.—The per capita tax is 5 cents a month, payable quarterly. The charter fee for new unions is $10, including the cost of a seal.

The receipts, expenses, and balances on hand for successive years are given in the following table:

Period ending—	Receipts.	Expenses.	Balance.
Jan. 1, 1893	$9,986	$9,147	$840
Jan. 1, 1894	6,169	2,668	3,522
Jan. 1, 1895	6,331	2,422	3,909
Sept. 1, 1896	6,925	2,556	4,368
Sept. 1, 1898	2,652	3,788	3,232
Sept. 1, 1899	2,211	2,515	2,891
Aug. 1, 1900	4,433	6,812	513

Benefits.—A death benefit of $50 is paid on the death of a member, provided both he and his local union have been in good standing in the Association for 6 months. A certificate of death must be obtained from the attending physician, and the heirs must make oath before a notary public that they are entitled to the benefit.

During the biennial period ending Septemper 1, 1900, 63 members of the Association died, and 31 were entitled to benefits. Six benefits were refused because, although the members had paid their dues, the per capita tax of their local unions had not been paid to the national office.

Strikes.—Any local union which wishes to strike and to have support from the national organization must notify the general secretary-treasurer, giving its reasons, 30 days before the strike, and the case must be submitted to the executive board. A full statement of the circumstances, including the number of members and the number of unemployed men in the place, must be supplied. If the board refuses

[1] Convention proceedings, 1900, p. 15.

its consent, the local may still strike, but on its own responsibility. A local can not be allowed to strike until it has been in good standing in the International Association for 6 months. A local which is working 10 hours a day can not be permitted to strike for higher wages unless it is getting less than $2.50, nor one which is working 9 hours unless it is getting less than $3. Any demand for a reduction of hours may be sanctioned.

Not more than 2 locals may be authorized to strike at the same time. The first 2 which apply are to be supported (except in accordance with the rule above) if the executive thinks their claim is just. "No local shall receive benefits from the International Association when it goes on strike or locks out in sympathy with any central labor union."

Each participant in an authorized strike is entitled to a benefit of $5 a week, beginning the third week. A member is not entitled to a benefit for any week in which he has 2 days' work, and all members must report at headquarters promptly at 9 a. m. and at 3 p. m. daily when not working. Strike pay is disbursed on pay rolls made out in triplicate, 1 copy for the general secretary, 1 for the local, and 1 for the officers who make the payments.

The secretary-treasurer has power to levy such weekly assessments as may be needed to support a strike or lockout. The raising of a standing defense fund to care for the members during strikes is declared to be one of the main objects of the Association. For this purpose two assessments a year of not more than 50 cents are to be levied, according to the constitution, provided the executive board think that the prosperity of the trade will justify it. The constitution provides that the defense fund shall never be lower than $1,000, but shall be kept above that sum by assessments. This rule has not heretofore been followed. The entire assets of the Association at the time of the last report, September 15, 1900, were $1,412.45. Three thousand three hundred and fifty dollars was paid for strike benefits during the preceding year.

The general president is directed to appoint a member, subject to confirmation by the executive board, to proceed to a place where a strike or lockout exists, as the representative of the International Association, to attend all meetings of the committee in charge of the strike and to report weekly or oftener. He has power to examine all books and papers of the local union. He receives the rate of wages of the local of which he is a member, with all reasonable expenses.

The secretary said in his report of September, 1900, that 50 demands for more pay or less hours had been made by the local unions during the preceding 2 years, and that all had been victorious but two, excepting the demands published in the report for August 31, 1900, which had not yet been heard from. This statement does not include the great strike or lockout in Chicago. For the support of this trouble an assessment of 50 cents a member was levied by the international association. The largest number of members who received benefits in Chicago in any one week was 105. The whole number of individuals who registered for benefits during the 7 weeks of strike support was 204. The reported membership of the Chicago local at this time was 412, leaving 208 working or out of town or unaccounted for.

Hours of labor.—On August 31, 1900, one local was reported as working 7 hours a day; 65, 8 hours; 26, 9 hours, and 5, 10 hours. Six unions did not report.

Wages.—On August 31, 1900, 92 unions reported their wage scales to the general secretary. One local was receiving as little as $1.75 a day and 1 as much as $5. Five unions received $5; 2, $4.50; 18, $4; 30, between $3 and $4; 24, $3, and 11, from $2.25 to $2.84.

Piecework.—Members are not allowed to subcontract work from any contracting plasterer.

Inspectors of public buildings.—The Plasterers' convention of 1900 demanded that on every public building a journeyman plasterer, a member of the union, be appointed plastering inspector.

UNITED ASSOCIATION OF JOURNEYMEN PLUMBERS, GAS FITTERS, STEAM FITTERS, AND STEAM FITTERS' HELPERS OF THE UNITED STATES AND CANADA.

History.—The United Association of Journeymen Plumbers, Gas Fitters, Steam Fitters, and Steam Fitters' Helpers of the United States and Canada was organized in 1889. It is substantially a reorganization of the International Association of Plumbers, Steam and Gas Fitters, which was organized in 1880 and went to pieces in 1888 in consequence, it is said, of a great strike at Milwaukee.

At the convention held in August, 1900, the secretary reported the membership as 10,794. It was 8,512 at the previous convention in 1899.[1]

Convention.—The convention is held annually in August. Each local is entitled to 1 delegate for the first 100 members or less and 1 additional delegate for each additional 100 members or majority fraction thereof. Small unions may unite with others near by in sending a delegate. Each State and interstate association is also entitled to a delegate. The expenses of the delegates are paid by the bodies which send them.

Officers.—The officers are a president, 10 vice-presidents, a secretary-treasurer, an auxiliary secretary, and a general organizer. The officers are elected by the convention, for terms of 1 year, by secret ballot. The United States and Canada are divided into 5 districts, from each of which 2 of the vice-presidents are chosen. The 10 vice presidents constitute the executive board. At least 2 of them must be steam fitters.

The secretary-treasurer is required to deposit all money above $250 in the name of the United Association. He may not expend more than $25 at any one time without the approval of the executive board. He furnishes the bond of a surety company for $5,000, and the association pays the cost of it. He is editor of the official journal. His salary is $1,200 a year. He is authorized to hire such help as he needs.

The auxiliary secretary is to be furnished by the national secretary, at least once a month, with all information pertaining to his office, so that in case of a vacancy in the office of secretary he may be acquainted with the business of the office. In such case he succeeds to the secretaryship with full powers. While he is auxiliary secretary he receives no pay.

The vice-presidents have a right of succession in their order to the office of president if it becomes vacant. As an executive board they have general power over the business of the association between conventions.

The general organizer receives $1,200 a year with necessary railroad fare and other actual expenses. He travels from place to place, forming locals in unorganized towns, and helping and strengthening the locals which a ready exist.

Local unions.—Each application for a charter for a new local is to be considered by the executive board, and the board is directed to disapprove any application which has not been approved by the nearest existing local.

Any local existing where the members would be liable to be victimized if their connection with the united association were known is directed to work secretly until it has strength enough to justify it in working openly. It is not to work openly until it has obtained the sanction of the general executive board; and even then every member is forbidden to reveal the name of any other member without his consent.

These clauses imply concealment of the existence of the organization under special circumstances. There is, however, a secret ceremonial which all the locals are required to make use of. The secretary, in his report to the convention of 1900, called attention to complaints that had arisen as to the complicated nature of this ritual. "A change is suggested that will tend to eliminate it, or, failing in that, to simplify it so that it will be readily understood." He declared that many locals did not work under the secrecy which was supposed to exist, and that the secret formalities had become a costly feature because of the necessity of sending an officer to install each new local. Affiliation with the Federation of Labor would make it possible but for this to use the Federation organizers without any cost. "It might not be amiss to consider the advisability of expunging the signs and secret work that is contained in the ritual." The convention resolved that the ritual be revised, but that the secrecy of it be strictly maintained.[2]

Apprentices.—A rule has been in force since May 1, 1897, absolutely forbidding the employment of apprentices or helpers, helper and apprentice being interchangeable terms in the plumbing trade. This rule is defended on the ground that some employers were getting the most of their work done by boys, though they charged the public no less than if they had paid journeymen's wages. The national officers say that the rule was not intended to be permanent, and that it is not and never has been strictly enforced. It is said that no helpers are employed in Chicago, Cleveland, Omaha, or Denver. In many places only 1 helper is allowed to a shop; in others 1 helper is allowed to 3 or 4 journeymen.

The convention of 1900, upon the suggestion of the president, appointed a committee to meet a committee which had already been appointed by the Master Plumbers' Association, to make an agreement on the subject of apprentices. The

[1] Plumbers' Journal, October, 1900, p. 17.
[2] Plumbers' Journal, October, 1900, p. 20.

president said that the Western locals, with very few exceptions, had "taken the apprentice question and made much progress in either restricting or abolishing them; but the Eastern locals have not as yet manifested a deep enough interest the question."

Cards.—Members are transferred from one local to another by means of clearance cards, and they are under obligation to deposit such cards at the first meeting a local in whose jurisdiction they have found work. One who has been a member less than 6 months, if he is transferred to a local whose initiation fee is higher than that of the local which he joined, must pay the difference. This is to prevent persons from getting into locals which have high initiation fees by joining neighboring locals which have lower fees. When a member comes, without a due book or a clearance card, to a place where there is a local union, he is required to deposit $10 as a guaranty of good faith until his card has been procured.

Any member who starts in business for himself is required to withdraw from the association; a withdrawal card is granted to him.

Finances.—The United Association receives $1 for each member initiated or reinstated, and a per capita tax of 2 cents a week from each member, besides an annual tax of 25 cents for the support of the journal. Payment of each of these taxes is indicated by an adhesive stamp affixed to a book with which each member is provided. A profit is also made on the sale of supplies to the locals

The initiation fee of local unions may not be less than $10 in the case of any union which has existed 6 months or more. Dues may not be less than 20 cents a week.

The minimum dues were raised to 20 cents in 1899. At the convention of 1900 when the law had been in force nearly a year, 28 locals, out of 53 represented reported dues of 20 cents a week, 19 of 15 cents, 1 of 25 cents, and 1 of 30 cents. Four did not report. Those which had the smaller dues defended themselves partly on the ground that they had money enough to meet all demands, and partly on the ground that they could not afford to pay more.

Any member who owes over 3 months' dues stands suspended from all benefits and privileges of his local, and is not entitled to any benefits until 6 months after reinstatement. When 1 year in arrears he stands expelled, and must pay a year's dues to the expelling local and a new initiation fee to the local which he desires to join.

Assessments.—The secretary congratulated the convention of 1900 that "for the first time in the history of the United Association a successful assessment has been levied on our general membership." The assessment was laid for the purpose of maintaining the official journal. The amount received was $1,303.72, "almost two-thirds of the amount estimated to be paid at the last convention."[1]

Strikes.—Local unions are forbidden to declare a strike or make any demand upon their employers, with the expectation of receiving assistance from the United Association, without having received the approbation of the executive board. The constitution provides no fixed strike benefit, though it does provide for a defense fund in the general treasury and for a reserve fund, subject to the orders of the general executive board, to be held in the local treasury until it is needed. No local is entitled to assistance in a strike which lasts less than 3 weeks.

The officers spoke, in their reports to the convention of 1900, of the great number of strikes that had occurred during the previous year, and said that the largeness of the number had seriously impeded the progress of the organization. The executive board had given its consent to all the many applications for permission to strike, but had declined to promise financial assistance, on the ground that it would be impossible to help so many, and it was, therefore, best to help none. The president said that the most of the locals had been fortunate in securing victories, but there had been some disastrous failures. He recommended that the executive board be instructed to sanction no more strikes than can be safely assisted with the limited funds of the organization.[2]

The president suggested also that in order to guard against further defeats each local union be required to furnish, before striking, a correct statement of the conditions, including the wages paid and those demanded, the hours worked and those proposed, and an outline of the general condition of the trade. He also recommended that an officer be dispatched to the place where the strike is proposed, to inquire into the conditions, the state of trade, and the probable success of the strike. These measures would diminish the number of strikes and moderate the demands of the locals. The convention approved the president's suggestions.[3]

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[1] Plumbers' Journal, October, 1900, p. 20.
[2] Plumbers' Journal, October, 1900, pp. 15, 17, 50.
[3] Plumbers' Journal, October, 1900, pp. 16, 51.

By the convention of 1900 the following provisions for strike benefits were made: Five cents a member a week is to be placed in the defense fund. A part of this fund, not more than $1,000, is to be kept in the hands of the secretary-treasurer as a safeguard against delays. The remainder is to be held by the locals, and a quarterly report must be made upon it by each local, and published in the journal. In order to receive help from this fund, a local must have been a member of the association, in good standing, for 6 months before the strike. The strike must have been sanctioned by the general executive board. No benefit is to be paid until the strike has lasted 2 weeks, and none is to be paid unless half the members of the local are on strike or locked out. The executive board is forbidden to sanction so many strikes as to involve more than 500 members at one time, except when one local exceeds that number.

Payments from the defense fund are to be made to locals at the rate of $1 a week for each member on strike or locked out. The money is to be used at the discretion of the local; but if any is left on hand when the strike is settled, it is to be returned into the defense fund. When it has been decided that the fund shall be drawn on, the secretary-treasurer is to notify the local on strike to draw the amount of the first payment, which he is to specify, from the defense fund in its keeping. Thereafter the secretary-treasurer is to have remittances made to the local on strike by other locals designated by him, in sums equal to 1 week's benefit at a time. Locals are responsible for neglect of their secretaries in forwarding money, and are liable to a fine of $5 for a delay of 5 days in remitting, excepting Sundays and holidays, and to a further fine of $5 for each additional 2 days' delay. Twice a year the secretary-treasurer is to equalize the defense funds among the several locals in proportion to membership, directing those which have more than their share to remit to those which have less.[1]

Hours of labor.—The constitution provides that 8 hours shall constitute a day's work for all members, and that a half holiday shall be taken on Saturday. The half-holiday provision is specifically based upon the ground that the plumbing business is insufficient to furnish employment for more than 50 or 75 per cent of the journeymen, and that a reduction of hours will tend to keep more men employed.

Both of these rules are counsels of perfection. The president estimates the proportion of locals which have an 8-hour day at 40 per cent. The proportion of the members who have it may be somewhat larger, as it is chiefly the stronger unions which have obtained it. The president's report to the convention of 1900 drew attention to the fact "that there are too great a number of our locals that have made no move to curtail the number of working hours." He argued that to decrease the number of hours a day means employment for more men, and that means a chance to increase wages. The convention instructed the executive board to enforce the provision that 8 hours shall constitute a working day "in such localities as they may, from reports and observation, deem in such a condition as to enforce this law."

Uniform wage scale.—The president's report to the convention of 1900 discussed the idea of a uniform wage scale for the whole country, which, he said, had prevailed for some time in the minds of some members. He admitted strong reasons in favor of the plan in the extension of the business of some firms to all parts of the country, and in the consequent employment of plumbers under the jurisdiction of locals other than their own, which sometimes have higher wage scales than theirs. This gives rise, he said, to injustice toward the high-wage locals. He suggested the establishment of uniform scales to cover specified districts or particular States, but he considered the idea of a uniform scale for the whole country too radical to be considered at present.

Limitation of work.—The constitution includes this curious regulation for increasing the consumption of time: "The use of a bicycle or any other vehicle shall be discontinued by members of the United Association."

At the convention of 1900 an appeal was presented from a minority of the members of the local at Colorado Springs for countenance and aid in their effort to prevent members of the local "from furnishing stocks, dies, vises, and other bench tools, and also from riding bicycles for doing job work." The convention voted to discountenance these practices.[2]

Piecework.—Members are forbidden to do subcontracting or lumping from a master plumber, or to work for any person who has taken such a contract.

Machinery, etc.—The rules of the plumbers contain a long list of plumbing goods, such as drum traps with outlets and screws attached, lead pipe with ferrules and

[1] Plumbers' Journal, October, 1900, pp. 57, 68.
[2] Plumbers' Journal, October, 1900, p. 31.

nipples attached, etc., by which the work of their trade, they say, is gradually being taken from them, and the use of which should therefore be stopped. In the same connection they add a recommendation that all members advocate the exclusive use of iron sewer pipes in buildings, "believing it will benefit the health of the community and create a demand for more skilled labor." It is also provided that all brass and nickel waste, flush, and supply pipe shall be gotten out by the plumber who places it in position. "These rules to be enforced wherever practicable."

Small shops.—The president, in his report to the convention of 1900, declared that the small shop is rapidly becoming a most menacing evil. The small shops throw an immense number of apprentices on the trade. Their owners work long hours. In both ways the small shops tend to decrease the wages of the journeymen. Besides, the existence of the small shops and the help they give the large employers in a pinch is one of the great difficulties which the association meets in strikes.

Separation of trades.—The association prohibits plumbers from working at steam or hot water fitting or gas fitting, and steam and gas fitters from working at plumbing, in any town where these crafts are organized separately within the United Association, or from allowing any mechanics aside from those named to infringe on these trades.

Cooperation.—The president, in his report to the convention of 1900, recalled the fact that the International Union which preceded the present United Association of Plumbers, established a cooperative shop some years ago in Milwaukee, while the Milwaukee local was on strike. The experiment was a failure. The president said that it was probably because of the glaring want of success in cooperation that the International Union disintegrated and the United Association was organized. He recommended that a committee be appointed to lay down a general plan which the locals might follow in establishing cooperative shops as a means of fighting the employers during strikes. He recommended, however, that no effort be made to maintain shops as business ventures when the strikes were over. He also advised that the clause of the constitution which forbade members to work on jobs where the material has been furnished directly to the owner or the general contractor, be abolished. This clause, he declared, had prevented the establishment of a shop in Chicago by the union, which might have been expected to bring victory to the organization in the great strike of 1900.[1]

Official journal.—The plumbers publish an official journal, in the form of a monthly magazine. It is sent to all members, and supported by a special tax of 25 cents a year.

NATIONAL ASSOCIATION OF STEAM AND HOT-WATER FITTERS AND HELPERS OF AMERICA.

History.—The National Association of Steam and Hot-Water Fitters and Helpers of America was established in 1888. It includes men employed in the fitting of engine and boiler connections, and piping for power or heating purposes, for refrigerating, for fire extinguishing, and for all kinds of pumping. Until the present union was formed, the steam fitters, so far as they were organized, belonged to the unions of plumbers. Since that time there has been some friction between the Plumbers and the Steam Fitters, and some discussion of the advisability of amalgamation. When the Steam Fitters applied to the American Federation of Labor for a charter, in 1898, the Plumbers opposed the application on the ground that steam fitting was a branch of their trade. The charter was finally granted in November, 1899, with the provision that steam fitters who were members of the Plumbers' union might remain in it if they preferred, and that steam fitters might join the Plumbers' union in towns where they were too few to form a union of their own.

The ill feeling between the two organizations has never been dispelled. The Plumbers have always considered steam fitting a branch of their trade, and have not thought it right that it should be controlled by a separate national body. The executive council of the Federation had this dispute under discussion at its session in July, 1900, but declined to interfere, except by instructing a subcommittee previously appointed to continue the efforts it had already made, to get the two disputing unions to meet by committee and arrange for a settlement of difficulties and for a mutual recognition of cards.[2]

The Plumbers' official journal of October, 1900, said that negotiations were

[1] Plumbers' Journal, October, 1900, p. 16.
[2] American Federationist, August, 1900, p. 256.

pending between the Plumbers and the Steam Fitters "with a view of arranging a more amicable relation in the family."

In the convention of the American Federation of Labor in 1899 a dispute came up from Chicago between the Steam Fitters' Union and the local union of Sprinkler Fitters. The convention recommended that the bodies concerned devise means by which sprinkler fitters might come under the jurisdiction of the Steam Fitters' Union.

In 1889, at the end of its first fiscal year, the Steam Fitters' Association had 5 locals. By 1893 the number had risen to 25. It fell to 19 in 1894. In 1895 and 1896 there were 22, 19 in 1897, and only 16 in 1898. In 1899 there were 27, and in 1900, 38. The number of members claimed in the summer of 1900 was 2,000. The secretary-treasurer estimated at that time that about 500 steam fitters belonged to the Plumbers' Union, and that about 20 per cent of the men working at the trade were nonunionists. In June, 1901, the secretary-treasurer reported 41 locals in good standing, but said that, by reason of the depression of business in the preceding summer, the number of members in good standing was reduced to 1,500.

Conventions.—The convention meets annually. Local branches are entitled to 1 delegate for the first 100 members, provided the number is not less than 10, and 1 additional delegate for each additional 100 members or fraction thereof.

Constitutional amendments.—The constitution can not be amended except on the proposition of a local branch, submitted in writing to the secretary-treasurer at least 3 months before the convention, and approved in the convention by a three-fourths vote. An amendment of the laws governing local branches, proposed by any local branch, may be passed by a two-thirds vote of the convention.

Officers.—The officers are a president, a vice-president, a secretary-treasurer, three organizers, and an executive board of seven or more members, of whom at least one-third are to be helpers, and not more than one member is to come from any one State. All officers are elected annually by the convention. The secretary-treasurer receives a salary of $250. His bond is only $500. The executive board has supervision of the union in the intervals between the conventions and has power to remove officers for neglect of duty and to appoint their successors. It may levy assessments in aid of strikes.

Local unions.—If an application for a charter comes from a town within the jurisdiction claimed by an existing local, the secretary-treasurer is required to notify the local. If it protests, the question of granting the new charter is referred to the executive board.

Joint boards.—Where there are a Steam Fitters branch and a Helpers' branch in the same town, they are directed to have a joint executive board of 5 fitters and 5 helpers. Where two or more local branches exist within 100 miles of each other they are to maintain a conference board.

Membership.—It is prescribed that each local branch shall have an examining board (where circumstances will permit) to examine into the qualifications of candidates for membership. Any member who moves to another city must satisfy the requirements of the local examining board, if it is demanded, even though he has passed an examination in the city that he came from.

Withdrawal and transfer cards.—Any member is entitled to a withdrawal card on payment of all dues, assessments, and fines which stand against him. He may again affiliate with his branch at any time by presenting his card and paying 1 month's dues. If he presents the card within 12 months of the date of issue he must pay all dues and assessments for the interval.

A transfer card is issued, without vote, on payment of all dues and assessments to date of application. The acceptance of it is not obligatory on other locals. If it is accepted it is to be returned by the recording secretary to the local branch which issued it.

A traveling card is granted for any time not exceeding 1 year on the payment in advance of all dues for the period covered.

A local branch which admits a member from another branch is at liberty to charge him any difference which may exist between the admission fees of the two branches.

Any member who goes to work in a town where a local branch exists, even temporarily, must make his presence known and be subject to the local working rules, by-laws, examining board, and wage scale. If he is sent by an employer in the town he comes from, and if his wages are higher under the rules of his own town than under those of the place he comes to he is not obliged to take lower wages. Men so sent out by employers from their homes must have all their expenses paid by their employers.

Finances.—The charter fee for new locals is $15, which covers cost of necessary blanks. The per capita tax is 16 cents a quarter for steam fitters and 11 cents a quarter for helpers.

The initiation fee of local branches may be not more than $50 nor less than $2 for fitters, and not more than $25 nor less than $1 for helpers. When a helper passes into a fitters' branch, he may be charged a transfer fee, not exceeding the difference between the two initiation fees.

Strikes.—The constitution contains the rather unusual provision that "all local branches are requested to notify the national secretary-treasurer before entering into any general strike," giving all necessary information about the cause of it. If the strike is indorsed by a majority of the executive board, the secretary is to issue an appeal for assistance to all local branches. Elsewhere in the constitution it is provided that no general strike can be ordered by any local branch for a reduction of hours of labor or an increase in wages without the indorsement of a majority of the executive board; and if this law is not complied with the local branch has no claim on the national association. The executive board has power to levy an assessment in aid of a local branch "which may have been ordered on strike for a reduction of the hours of labor or an increase in the rate of wages or against non-union men, and through said strike should become financially embarrassed." The usual practice seems to be to appeal to the locals for voluntary aid.

The union reported to the Federation of Labor in the fall of 1900 that it had lost two strikes and compromised one during the preceding year. One thousand one hundred persons were involved. The cost of the strikes was about $9,000.

Hours of labor.—About August 1, 1900, the secretary reported that 19 locals were working 48 hours a week; 18, 54 hours, and 1, 60 hours.

Wages.—Members of advanced age or inferior ability are sometimes permitted to work for less than the union scale.

Nonunion men.—Where fitters and helpers are organized, fitters are forbidden to work with any but union helpers, and helpers to work with any but union fitters.

Order in meetings.—It is provided that no refreshment other than water shall be allowed in the meeting room while the local branch is in session, and no smoking shall be allowed during initiation.

JOURNEYMEN STONE CUTTERS' ASSOCIATION OF NORTH AMERICA.

History.—The present general officers of the Stone Cutters' Association do not know when the local unions of the stonecutters first united in a national body. The secretary has a copy of a monthly journal issued by the Journeymen Stone Cutters' Association of the United States of America in February, 1857. Not only the association, but its official paper, was by this time a going concern. The local unions attached, which are mentioned in this paper, are those of New York, Washington, Cincinnati, Chicago, Cleveland, Philadelphia, Baltimore, and Hamilton, Ontario. It is probable that the national association had existed for some years before this. It is certain that local unions had existed for many years. An old silk banner of the Newark union hangs in the office of the general secretary, which bears the inscription "Founded in 1834." The Washington union is also of many years' standing. There is a tradition of a conflict with President Jackson in 1829 about hours and wages on work at the White House. The Washington stonecutters are said to have marched in a body at the laying of the corner stone of the Capitol in 1792. The stone which was laid on July 4, 1828, to commemorate the commencement of the Baltimore and Ohio Railroad was presented by the stonecutters of Baltimore.

The Stone Cutters do not publish statistics of membership, but the secretary states the membership at approximately 10,000 men.

Relations to other trade unions.—Though local unions of the Stone Cutters usually join central labor unions or building-trades councils in their cities, the union, as a whole, shows no disposition to ally itself with others. It is proud of its long history, and is not ready to acknowledge either that others can help it or that it ought to exert its strength on behalf of others. The Stone Cutters' Journal of July, 1900, taking as its text the desertion of the Kansas City Building Trades Council by most of the strong unions except the Stonecutters and the Painters, advises stonecutters generally to maintain an independent attitude. They are drawn into sympathetic strikes and are "left to hold the bag." The stonecutters have the highest wages that are paid to any mechanics in the building line and the shortest day. They got these advantages by their own efforts, at the sacrifice of their own time and money. They should maintain them and let other people look out for

their own interests. "In these days of squabbling building-trades councils, American Federations, Knights of Labor, and antagonistic central bodies, stonecutters haven't anything in the world to gain by having anything to do with any of them, but everything to lose by the connection."

Objects.—The association mentions among its objects to establish an apprentice system and to encourage a higher standard of skill.

Convention and constitutional amendments.—The written constitution makes no provision for conventions. Conventions have, however, been held when it has seemed desirable to the local unions. There was one in 1892 and another in 1894. None has been held since. An extensive revision of the constitution was made by the executive board, and ratified by vote of the lodges, in 1900. Any local may at any time propose an amendment to the constitution. The proposition is sent to the general secretary-treasurer, and by him published in the Journal. If lodges which have one-fourth of the electoral votes second the proposal, it is submitted to a general vote. Each branch has 1 so-called electoral vote for each 25 members, or fraction thereof, on the roll at the time of the collection of the last per capita tax. A majority of such votes is enough to carry an amendment.

Officers.—The officers are a president, a vice-president, a secretary-treasurer, and an executive board of 7 members. The United States and Canada are divided into 7 districts, and 1 member of the executive board is chosen from each district. All officers are elected by popular vote, and a plurality of electoral votes is sufficient.

The secretary-treasurer, in addition to the other duties of his office, is editor of the Monthly Stone Cutters' Journal. His salary is $1,500 a year. He has an allowance of $600 for two assistants. It is his duty to attend conventions, and he is allowed his railroad fare and $2.50 a day for expenses. He furnishes the bond of a guarantee company for $3,000; the cost of it is paid by the organization.

The business of the executive board is almost all transacted by correspondence, and the decisions of the members, with explanations, are published in the Journal. A considerable space in each Journal is occupied by the letters from members of the board, conveying their judgments and the reasons for their judgments on questions that have been presented to them.

Printing and headquarters.—The constitution provides that bids for printing and supplies shall be invited annually, and that the general president, together with a committee of 2 from his local union, shall select 4 of the best and lowest bids from union printers, from which 1 shall be chosen by a general vote of the members. The headquarters are to be fixed for the year in the town where the printing is done. This plan of determining the place of the headquarters according to the bids for printing was formerly carried out according to its intent, though the secretary explains that it was not usual to accept the lowest bid. Since 1893 the headquarters have remained continuously at Washington, D. C., and the policy of the union seems to be to keep them there.

Local unions.—A branch may be organized by 7 practical stonecutters who have never disqualified themselves by working contrary to union principles. Wherever 7 members with general union cards are working together they are compelled to form a branch under penalty of forfeiting their membership. When a job starts where no branch is in existence the first member who goes to work on it must notify the general office and give the names and addresses of all stonecutters in the town.

Stonecutters are of necessity a shifting population. The construction of a great public work, a dam or a large building, will gather a considerable force and keep it together for months or years; when the particular work is completed not a stonecutter may be left in the place. This state of things explains the need of the regulations which have just been quoted. It results in a constant formation and dissolution of branches in particular places, quite aside from any change in the strength of the organization as a whole.

On joining the association a local must define the limits of its jurisdiction. The limits may not go beyond a radius of 25 miles, unless by the special sanction of the executive board. The executive board has power to grant a charter for a new local within the jurisdiction of an existing one, provided the hours and wages are equal at the time of application.

Independent locals.—The stonecutters of New York, Philadelphia, and Boston are united in local unions which are not affiliated with the national body. Their relations to the national union are entirely friendly, and the national union regularly exchanges cards with them; i. e., it receives men on certificate of membership from them, and they in turn receive its members on its certificate. The constitution of the national union provides for the exchange of cards with all bona fide stonecutters' unions within its jurisdiction, provided they charge not less than $10

initiation fee, and provided they reciprocate and furnish a monthly report of general union members whom they receive. The Journeymen Stone Cutters' Journal regularly publishes a list of these independent locals and the names of their secretaries after the list of the locals of the national union and their secretaries.

The constitution provides that if a local union which has been a member of the association recedes, its initiation fee, if it desires to return again, shall be fixed by the executive board.

Membership.—The constitution prescribes that the members of the association shall be journeymen stonecutters and carvers only. "Any man shall be considered a practical stonecutter who can comp ete stone work true and perfect. This will include all kinds of stone work—plain, molded, or carved."

Apprenticeship.—The branches may regulate the number of apprentices in each yard within their jurisdiction; but in no case may the number exceed 1 in a yard where less than 15 men are employed, 2 where less than 100 are employed, or 4 in any case whatever. An apprentice can not begin to learn the trade before he is 15 years old nor after he is 18. An apprentice must register his name, age, and residence, and the name of the firm that he is apprenticed to, with the branch. The term of apprenticeship is 4 years. An apprentice who is registered under a contractor is to be compelled to finish his time under him. If he leaves his employer and engages with another, in violation of the rules of the branch, he is to be treated as a scab.

It is declared to be "the imperative duty of shop stewards and members to see that all apprentices in their respective shops are given good work, in order that they may become skilled workmen, fitted to take their places as journeymen in our midst."

It is asserted by the general secretary that, while formal contracts of indenture are no longer made, the rules of the association regarding apprenticeship are generally enforced. It is said that the association takes pains to see that apprentices are given opportunities to learn all kinds of work, instead of being kept upon one kind, as the interests of the employer would dictate. If an employer refuses to give an apprentice proper opportunities, the apprentice is taken away from him and put in another shop. The unsatisfactory employer is not allowed to take another apprentice until the term of the first has expired. Apprentices generally receive $1 a day the first year, $2 the second, and $3 the third.

Traveling cards.—If a member leaves a branch without a traveling card, on going to another branch he must make a deposit of $1, to be held until his card is produced. The branch is to keep not less than 25 cents for the trouble of sending for the card.

Discipline.—It is unlawful for any member or branch to issue any circular letter or document having reference to the general affairs of the organization, except through the executive board. Any branch which makes a false charge against a candidate for one of the general offices is liable to a fine of $100. These paragraphs seem to be very little enforced. No fine has ever been levied on account of a false charge against a candidate for office, though such charges have been made. One reason may be that the enforcement of the law would devolve upon the accused person or upon his immediate associates, and that they feel a delicacy about putting the law in motion.

The constitution provides that any man who has ever "committed himself" (the stonecutters' phrase for scabbing) can not hold any general office or be a delegate to the convention. For such an offense a member may be fined by the branch where the offense was committed not less than $35 nor more than $80. No part of such a fine can be remitted, except with the approval of the executive board.

The Stone Cutters have for many years published quarterly a list of scabs, arranged according to the locals by which they were reported. When any union detects a man whose name is on the list in such a position that he can be forced to pay a fine, it asks the union which reported him as a scab what fine stands against him. It often happens that his offense and he have been forgotten. As the general secretary says, in such cases, "on general principles somebody makes a motion to collect a $100 or $150 fine. The only reason given is, 'We need the money.'" The constitution provides that when a branch disbands without specifying the fine against any scab in its jurisdiction, the branch which collects the first part of such fine shall fix the amount and be entitled to 20 per cent, the remainder to go to the general union.

In February, 1900, the secretary complained that over 2,000 names were standing on the scab list, many of which had been there for years, and many of which were the names of masons, quarrymen, and others who were not properly stone cutters at all.[1] Mr. J. Clifford, in a letter to the Stone Cutters' Association, on

[1] Stone Cutters' Journal, February, 1900, p. 3; February, 1900, supplement, p. 19.

coming into the presidency of it in December, 1896, said: "I am inclined to believe our methods of creating scabs are altogether too ready. Personal feeling often helps to get a man on the scab list that never should be there. I believe that if a man could take his case before the executive board without depositing the full amount of his fine, which is sometimes $100 or $150, we would have less men on the scab list than at present. Putting $150 on a man is practically scabbing him for life. Then he always keeps up a guerrilla warfare on the trade as long as he lives. The sooner you put a stop to that kind of business the better.'[1]

In the convention of 1891 an effort was made to declare a general "jubilee," during which those who had "committed themselves" should be admitted for an initiation fee of $20 in lieu of all fines and penalties. The proposition for such a general jubilee was voted down, but it was resolved that any branch which chose to proclaim a jubilee in its own locality might do so.[2] A large proportion of the branches did declare jubilees, and some men came in under them, but not so many as was expected. Says the secretary: "The only time that a man comes in who has been fined and expelled is when he is compelled to."

Finances.—The charter fee for new locals is $10 for every 100 members or fraction thereof. The per capita tax is 25 cents a month. The general office also receives half of all initiation fees and fines. These go to the strike fund. An assessment of $1 for this fund is also levied every year. Any member four months or more in arrears must be compelled to pay 25 per cent of his earnings each pay day until he is clear on the books.

The general initiation fee is $10. An apprentice who has completed his term of 4 years within the jurisdiction of the association is admitted on the payment of $2.50, provided he applies within 1 month after his term expires. Any applicant from a foreign country, without a card from a recognized stonecutters' union, is charged $25. One who brings such card is not admitted free, because the number of American stonecutters who wish to go abroad is not great enough to justify the American union in exchanging cards; but he is admitted, in consideration of his faithfulness to unionism, for the same fee as an American citizen—$10. Any man who leaves the jurisdiction of the union (the United States and Canada), without a foreign traveling card, must pay an initiation fee of $50 on his return. Foreign traveling cards, authorizing travel outside of the United States and Canada, are issued by the general office on application by a branch, but no member can get such a card twice within 3 years.

This regulation of foreign travel requires explanation. The stonecutters, particularly in the Eastern cities, have complained bitterly of the "harvesters," who come from Europe, work during the busy season, and return. In 1888 several propositions for high initiation fees for foreigners were discussed in the convention and rejected. The convention finally fixed a uniform initiation fee of $10, with a provision that any member who should leave the jurisdiction of the union and afterwards return should be charged a reinitiation fee of $15, and that for leaving and returning a second time he should be charged $50. This was not satisfactory to some of the Eastern unions. The New York City union immediately rebelled and resolved to charge $50 to all applicants for admission who should come from any place outside of the United States, and to refuse to exchange cards with any union which should not maintain the same initiation fee. First the Newark union and then other unions in Eastern cities followed the lead of New York. The Western unions which did not sympathize with the movement were compelled to join it or see the national union go to pieces. Self-interest pressed the same way; for the foreigners were flocking West to avoid the high Eastern initiation fees. Within about 6 months the national union had yielded to the demands of the rebels.[3]

Initiation fees are directed to be paid in installments, at the rate of 25 per cent of the applicant's earnings.

If a branch collects dues or fines for another branch, it is entitled to a fee of 10 per cent. This, together with the expense of forwarding the money, is to be paid by the member.

Benefit.—On the death of a member in good standing his heirs are entitled to a funeral benefit of $100. A member who is in arrears for dues and assessments for more than 4 months forfeits his claim to the funeral benefit, and does not recover it until 1 month after he has paid up. If a member has paid his dues to his branch, and the branch has failed to forward the per capita tax to the general office, the branch is liable for the funeral benefit.

Loans may be made by a branch to a member who is out of work, and if a trav-

[1] Stone Cutters' Journal, December, 1896, p. 9.
[2] Journal supplement, September, 1891, p. 4.
[3] Journal, January to August, 1888.

eling card is issued to him the amount of the loan is noted upon the back. If he deposits the card with another branch he must make payments on the loan at the rate of 25 per cent of his wages, whenever he works, together with the cost of remittances.

Strikes and lockouts.—The constitution says: "A strike is where the men themselves take the first step to raise their wages or to enforce some article in the general union constitution and by-laws. A lockout is where the employer makes the first move to reduce wages, increase hours, or introduce rules in opposition to the general union constitution and by-laws."

A strike can not be declared without a three-fourths vote in favor of it at a special meeting of the local branch. After such a vote a statement of the demands, of the state of trade, of the number that would be out of work, the number in and out of benefit, and the number of members who voted for and against a strike, must be laid before the executive board. If the board considers the case clearly stated, the question is to be presented to a vote of the branches; and a strike is not sanctioned unless a majority of the votes cast by the branches are favorable to it. When such a vote has been given, the board is directed to make every effort to reach an amicable settlement before finally ordering a strike.

During a strike members are directed to work for any contractor who agrees to their rules, provided he confines himself to his own contract and does not work for the firm whose men are out.

The president, at the request of a local branch which is on a strike, may visit the place and undertake a settlement, and he may also call for help on the nearest members of the executive board. The president and the members of the board are to receive for such services the common rate of wages, their railroad fare, and $2.50 a day additional, all to be paid by the local branch.

No branch may strike within 1 year of its organization. No branch may strike and receive strike pay while 10 per cent of the aggregate membership of the National Union are already on strike.

Strike and lockout pay is $5 a week. A daily report must be made to the general office of the names of all members on strike. Any member forfeits his strike pay for any day on which he may fail to answer roll call, and a branch forfeits its pay for each day on which the strike roll is not sent in. No strike pay is allowed for the first week. A member not in good standing can not draw strike pay.

Difficulty of paying strike dues.—Despite its age and strength the union has been most remiss in keeping the promises which it has made to strikers. A strike of the Stone Cutters in Toronto in 1890 entailed strike payments by the National Union of $8,651. The National Union had not money in its treasury to meet the payments and the members were reluctant to pay the necessary assessments. At the convention of 1892 a levy or assessment of $1.50, to be paid in 3 installments, at intervals of 6 months, was declared; but the secretary-treasurer complained in the Journal 6 weeks after the convention that only 2 branches had made a payment.[1]

Another levy of $1.50 was laid at the convention of 1894 to pay the old strike claims of Toronto, as well as others of Detroit and Milwaukee. The Toronto debt was finally settled in 1895, 5 years after it was incurred; but in March, 1896, replying to a complaint from the Detroit local that its claim was still unsettled, the general secretary-treasurer declared that only about one-third of the members had paid the last levy. In July, 1896, a member of the executive board offered a proposition that this levy be annulled and those who had paid it be credited with the amount on account of per capita tax, and that a new levy of $1.50 be laid, to be paid within 6 months. This proposition was carried by a vote of 41 locals against 27, only about one-third of the locals voting at all.[2]

In 1900 provision was made for a strike fund, to be maintained by an annual levy of $1, payable on or before the 31st of August of each year. The Stone Cutters' Journal for September, 1900, published when the time for the first levy had expired, declared that the plan was a complete failure, and that out of a membership of about 10,000 only 853 had paid the levy. In the October Journal the secretary said in desperation that it would be better to remove the strike laws from the constitution, to nullify the annual levy, and return the money to those who had paid it. The secretary continued: "You have had 14 years' experience with promises to pay strike claims, and it has been conclusively proven to my mind that the rank and file of the general union do not propose to pay strike bills, and we base our statement on the fact that they have never done it so far."

The president said in December, 1896, "I notice the branches and executive board vote to legalize any strike that takes place; vote to grant any loan whenever a

[1] Stone Cutters' Journal, October, 1892, p. 2.
[2] Stone Cutters' Journal, August, 1895, p. 3; September, 1895, p. 2; March, 1896, p. 11; July, 1896, p. 9.

branch requests one, but bitterly complain whenever a levy is put on to pay the bills with which they just voted should be paid. I have often heard men say, 'Of course, pay the death benefit: he was a good fellow,' and it was an oversight that he allowed himself to run out of benefit. It's the same way with strike pay. They say, 'What good is the general union if it does not pay strike claims?' They vote without a moment's hesitation to allow a strike claim of two or three thousand dollars for strike pay, and stoutly maintain that the men were entitled to the money and ought to have it. At the same time, if a levy of 50 cents is put on to pay it with, you will see the same man kick desperately against its collection, and demand to know why the general union can not get along without all the time levying its members."

Wages and hours.—A resolution of convention recites that a few branches tolerate what is known as the grading system, but that such a system tends to destroy that friendship which is essential to true unionism, and that the branches where the grading system is in use ought to make an earnest effort to abolish it.

The policy of the organization is to fix a standard wage and to expect all members to conform exactly to it. The general secretary declares that he has scarcely ever known an instance in which an employer has paid more than the standard wage by reason of superior ability or speed, except when the purpose has been to get a fast man to set a killing pace for his companions. "If a man is known to accept pay beyond the regular rate, he is said to be taking blood money, and he is despised as much as a man who works below the rate."

Members over 50 years of age and physically unable to earn the standard rate of wages may be granted "exempt cards" on the recommendation of an investigating committee. The committee is to regulate the wages of exempt members.

The association adopted a law in 1892 which prohibits members from receiving pay in any other form than legal currency. It is explained by the secretary that this rule was not necessitated by the existence of company stores, which have never troubled the stone cutters. It resulted from the action of several real estate boomers in western towns, who induced stone cutters to take a part of their pay in town lots of problematical value.

The stone cutters were one of the first trades to obtain, in some places, the 8-hour day. It is said that in Washington, D. C., after the civil war the regular day was 8 hours, and wages were $4.50 a day. During the hard times, from 1873 to 1879, the stone cutters in many cities suffered severe losses of wages, as great, it is said, as a fall from $4 a day to $1.50, or even $1.25. At Washington, along with a fall to $3, there was a lengthening of the hours to 10. The 8-hour day was not recovered till 1882. But in most places where the stone cutters had obtained the 8-hour day they did not relinquish it. The Journal said in March, 1889, "Every man who has enough common sense to know right from wrong knows that wages are certain to rise to a certain point, and the stone cutter who dropped from $4 to $1.25 knew he could get back to $4 without saddling 2 hours more a day on himself and forcing his brother to walk the streets in idleness, hungry and wretched."[1]

In August, 1893, and again in September, 1897, the secretary-treasurer of the Stone Cutters published statistics of the hours and wages of a considerable number of branches, and also of those of unorganized stone cutters in certain places. The following tables are a summary of his figures. The secretary-treasurer presented the facts as proving that short hours make high wages: "It is invariably the case where the least number of hours prevail the wages are the highest." The averages are simple averages, in which each place, without regard to the number of men employed there, has the same weight.

Average wages per day of organized stonecutters, in the number of places given, under the systems of 8, 9, and 10 hours, respectively.

Hours per day.	Number of places.		Wages per day.	
	1893.	1897.	1893.	1897.
8	42	46	$3.97	$3.63
9	54	51	3.65	3.27
10	8	7	3.41	3.29

[1] Journal, March, 1889, p. 1.

Average wages per day of unorganized stonecutters, in the number of places given under the systems of 8, 9, and 10 hours, respectively.

Hours per day.	Number of places.		Wages per day.	
	1893.	1897.	1893.	1897.
8	.....	3	.....	$3.62
9	8	32	$3.53	3.06
10	18	61	3.24	2.92

Piecework.—The association prohibits subcontracting and piecework, on pain of expulsion of any branch which permits it. This rule applies to plain and molded work. Carving is left to the option of the branches.

Machinery.—The stone pick is declared in the constitution not to be a stonecutter's tool, and members are directed to use every effort to discourage its use. The stone pick is a heavy tool, shaped like a digger's pick, and used in a similar way. The stonecutters admit that stone can be cut faster with it than with a hammer and chisel, but they exclude the use of it on the ground that to use it requires nothing but brute strength, and that it affords a means of supplanting skilled stonecutters with mere laborers.

The constitution instructs branches to make every effort to prevent the introduction of planers, and it provides that it shall not be permitted to ship planer work into any city where the union has succeeded in abolishing planers. The introduction of planing machinery has threatened greatly to interfere with the employment of skilled stonecutters in building work. The machines can be run by men of little skill. The union has in some cases tried to prevent the use of them altogether, and in others has insisted on their being run by union stonecutters. In 1896 the Chicago union demanded that planers be run by union stonecutters at a wage of 50 cents an hour with an 8-hour day. After a strike of 12 weeks a compromise was made by which one-half of the machines were to be run by stonecutters and one-half by planer hands. In 1898 the journeymen demanded that the contractors employ 8 hand stonecutters for every planing machine. After a strike of about 10 weeks it was agreed that the contractors should employ 4 members of the stonecutters' union for every double planer and 2 for every single planer. It was testified before the Industrial Commission[1] that this agreement was to last till May, 1900, but that in January, 1899, in violation of this agreement, the journeymen demanded that no machines be operated after April 1, 1899. The contractors got the time extended to June 1, 1899, but were compelled to stop the machines then, and were not able to use them again until they conquered the right in the great building-trades strike or lockout of 1900. The action of the stonecutters on this question was one of the complaints of the contractors in that great contest.

Complaint was also made by Chicago employers that the Marble Cutters' Union would not permit the use of the pneumatic tool for carving. The employers asserted that this tool is used all over the world, and is almost indispensable for delicate work.[2]

Competition between places.—The association does not countenance the transportation of cut stone from one place to another unless the wages and hours are equal, except where the interchange of work between two branches is mutually agreeable without regard to wages or hours.

Convict labor.—The constitution says that the association will not sanction the introduction of stone cut by prison labor.

Army and militia.—The constitution says: "This association does not approve of or sanction any of its members belonging to any volunteer military organization, except on a call from the Government for the defense of their country." The general secretary explains that this rule is established because the principal use of militia companies in ordinary times is considered to be to hold down the workingmen. During the war with Spain many stonecutters enlisted with such entire approval of the organization that they were kept in good standing on the books, according to the statement of the secretary-treasurer, without the payment of any dues during their military service. It is asserted with pride that at the beginning of the civil war the whole union of the stonecutters in Washington, D. C., enlisted as a body, pursuant to a unanimous vote.

[1] Reports of the Industrial Commission, vol. viii, Testimony, p. 356.
[2] Reports of the Industrial Commission, vol. viii, Testimony, p. 291.

At the time of the Homestead strike in 1892, the Stone Cutters' convention adopted resolutions offering the Homestead workmen their "sincere sympathy and unqualified approval in the determined course they have followed from first to last in their bitter conflict with the monopoly known as the Carnegie Steel Company," and saying: "While we deprecate and deplore deeds of violence and bloodshed which sometimes ensue between employers and employees in the settlement of disputes, and maintain that extreme measures should only be resorted to when life and liberty are involved, we believe that the violent resistance to the band of mercenary cutthroats and illegal hirelings known as the Pinkerton detectives, by the locked-out Homestead workmen, was justifiable." At the time of the great railroad strike of 1894 the Stone Cutters' convention, after indorsing "the stand taken by the governor of the State in his earnest appeal to the President of the United States asking for the withdrawal of the Federal troops until such time as the State was unable to enforce the laws," resolved: "That we discountenance all efforts that are being made to use the powers of the Government in the interest of the employing classes, to the detriment of the masses of toilers, who are not guilty of crime, but simply asking a fair return for their labor."

Journal.—In 1886 a monthly paper, called the Stone Cutters' Journal, was established by the secretary of the union as his private property. It was published in this way until May, 1888. Beginning with June, 1888, an official journal, under the title of The Monthly Circular, was published by the organization. The title was changed to The Stone Cutters' Journal in September, 1892. Under that title the paper is still published. The subscription price is $1 a year. The paper is furnished free to members, a sufficient number being sent to each branch to supply all the members of it.

The Journal is a monthly paper of about 20 pages, 10 x 13½ inches. A large part of it is filled with business of the union, appeals and disputes, and decisions of the executive board upon them. A letter from each member of the board is published, containing a statement of his vote on each matter on which he is ready to give a decision. There are also informal reports of the state of trade at various places, and of jobs open. There are lists of locals, and of members admitted, transferred, and disciplined. Some space is given to technical matter.

The constitution makes it the duty of the corresponding secretaries of branches to make a report to the general secretary of the condition of trade and of contracts that have been let, to be printed in the journal. It is the policy of the general secretary to make the dissemination of information as to opportunities for work the most important feature of the paper. The editorial columns constantly contain complaints of the slackness of the corresponding secretaries in regard to the required reports.

MOSAIC AND ENCAUSTIC TILE LAYERS AND HELPERS' INTERNATIONAL UNION.

History.—The Mosaic and Encaustic Tile Layers and Helpers' International Union was organized in 1898. Its members are engaged in tiling floors, walls, ceilings, and fireplaces. In August, 1900, the secretary reported the number of locals as 22 and the number of members as 460. The membership for 1898 is given as 200 and for 1899 as 430.

Conventions.—The convention is held annually on the second Monday in June. Each local is entitled to 3 delegates. Each delegate has 1 vote, and there are no proxies. The expenses of delegates are paid by the international union.

Constitutional amendments.—The constitution may be amended either by a two thirds vote of the convention, confirmed by a two-thirds vote of the members on a referendum, or by a recommendation of the executive council between conventions, approved by a two-thirds vote of the members.

Officers.—The officers are a president, 3 vice-presidents, and a secretary-treasurer. They constitute the executive board. All officers are elected by ballot in the convention, and a majority is necessary to elect. When there are more than 2 candidates, the lowest is dropped after each unsuccessful ballot. The term of office is 1 year.

Membership.—To be eligible to membership one must be an encaustic tile layer or helper and competent to command local wages. An application for membership must be signed by the applicant and indorsed by two members in good standing. The executive committee must examine into his qualifications and report to the local. No person who has been expelled or suspended from any local, or who is in arrears to any local, is eligible to membership, except by the consent of the

local of which he was a member. No candidate can be initiated on the night on which he is proposed. Election to membership is by ballot, and a two-thirds vote in the affirmative is sufficient.

Discipline.—Any officer or member who becomes an habitual drunkard, or commits an offense that will bring the union into discredit, or tries to create dissension among the members, or works against the interests and harmony of the union, or advocates or encourages dissolution or division of the funds of any local, or separation of a local from the international union, is to be expelled. Any officer or member who slanders a fellow-member, or violates the trade rules of the locality, or fraudulently receives or misapplies the funds of the union, or injures the interests of a fellow-member by undermining him in his wages or by any other willful act which places his situation in jeopardy, or who reveals the business of the union without authority, is to be fined, suspended, or expelled. Any officer or committeeman who fails or neglects to perform any duty required of him is to be fined 25 cents for each offense. Violations of trade by-laws are tried by the local executive council. A member who has been supended or expelled for any misdemeanor can be received into the union again only by a two-thirds vote of the local, approved by the general executive council.

Cards.—A working card, good for 3 months, may be issued to any member who desires to travel, on payment of dues in advance. The member must sign his name on the back of the card when he receives it. This furnishes a means of identification. Before the card expires he must deposit it with the local union under whose jurisdiction he is employed. If there is no local there he must send 3 months' dues to the local which issued the card and procure a new one before the first expires.

A withdrawal card may be granted by a two-thirds vote of the local to any member who retires from the trade. It is valid during the good conduct of the person receiving it, but may be "annulled for any gross violation of the interests of the trade."

Finances.—The charter fee collected from new local unions is $15, for which, besides the charter, a ledger, a daybook, and 15 constitutions are furnished. No seal and no other supplies seem to be included in the outfit. The per capita tax is 10 cents a month, of which 5 cents goes to the general fund, and 5 cents is devoted to the payment of the mileage of delegates to and from conventions. The executive committee has power to levy an assessment of 25 cents a member whenever there is a deficiency in the general fund, but not oftener than once a month. A union 3 months in arrears is to be notified, and after 1 month's notice is to be suspended.

The local initiation fee may not be less than $2, nor the local dues less than 50 cents a month. Local unions are forbidden to levy assessments except by a two-thirds vote of all members present, and the vote on an assessment can not be taken until at least 2 weeks after the meeting at which it is proposed. No appropriation of money can be voted by a local union later than one hour and a half after the beginning of the meeting. Any member 3 months in arrears for dues is not in good standing. His name is to be announced by the financial secretary at the next meeting, and if he does not settle his account in 1 month he is to stand suspended.

For the fiscal year ending June 15, 1900, the total receipts of the international union were [illegible],908 and the total expenditures $710.

Strikes.—When a difficulty with employers arises, the members must lay the matter before their local. If the local approves of their position the local president must appoint an arbitration committee to call on the employers and try to adjust the difficulty. If the committee is unsuccessful, the question of sustaining the members may be voted on at the next meeting. A two-thirds vote by secret ballot is necessary to sustain a strike. If the assistance of the international union is desired, the local must not inaugurate a strike without the consent of the international union, given either by the executive council, or, if it fails to consent, by a general vote of the members on appeal. A two-thirds majority of all the members voting is necessary to sustain such an appeal. The executive council is forbidden to permit more than 1 strike at the same time. Any local may inaugurate a strike without the consent of the international union, but such action is entirely at its own risk.

Strike benefit is $6 a week, beginning with the second week after the strike is authorized. No member is entitled to strike benefit unless he has been a member in good standing for at least 3 months before the strike.

The constitution directs each local to set aside 8 cents a member a month for a protective fund, to be held in the custody of the local, subject to the order of the executive council. The executive council has power to levy such special assessments as may be necessary to sustain strikes.

The president and executive council may declare a strike at an end, so far as the support of the international union is concerned, when they are satisfied that it should cease.

Cooperation and profit sharing.—The constitution of the Tile Layers says: "Rejecting with deserved contempt the puerile, when not mischievious, schemes, of which cooperation and profit sharing are examples, we see the necessity of strengthening and developing the historic and natural form of working-class organization, the trade union."

Piecework.—Members are forbidden to perform piece or subcontract work or to work for a subcontractor, under a penalty of $50 fine and suspension until the fine is paid.

Hours of labor.—In August, 1900, the secretary reported that 10 of the locals, or about half, were working a 48-hour week.

NATIONAL BUILDING TRADES COUNCIL.

History.—The National Building Trades Council was organized in December, 1897. It is composed of local building trades councils, national building trades unions, and local unions of building trades which have no national organization. The American Federation of Labor has repeatedly, by formal resolution of convention, manifested opposition to the idea of such a council or federation, on the ground that it constitutes a split in the labor movement. The Federation might not object to seeing the building trades form an alliance in acknowledged subordination to itself, as the metal trades are now doing. The National Building Trades Council, while denying any hostility to the American Federation of Labor or any wish to cause a division in the labor movement, is indisposed to make itself formally subordinate to the Federation. It has expressed to the Federation a desire to establish such mutual relations as exist in many places between the local building trades councils and the central labor unions, by the mutual sending of fraternal delegates. This would place the National Building Trades Council on substantially the same basis in relation to the Federation which the British Trades Union Congress stands on. They would meet on a footing of equality, as independent sovereignties, and their intercourse would be maintained by an interchange of ambassadors. The Federation is not disposed to accept such an arrangement.

While the general purposes and the general form of organization of the American Federation of Labor and the National Building Trades Council are similar, and while there seems to be no serious obstacle, except lack of disposition, to the ranking of the less general body as a branch of the more general, there are some differences of organization and method between them. The American Federation of Labor, though it aspires to gather within itself all labor organizations, is primarily a federation of national trade unions. It is they that have votes in the convention in proportion to their membership, while city central bodies have each only one vote. The National Building Trades Council is primarily a union of local building trades councils. In its convention each local building trades council has a vote for each trade represented in it, and the national unions have only one vote apiece.

Objects.—The National Building Trades Council mentions among its objects the establishment of the 8-hour day, abolition of the contract system on public work, the equalization of wages in the different building trades, the establishment of a national working card, the promotion of better feeling between employer and employee, and the securing of legislation in favor of building-trades workers; especially of a mechanic's lien law.

Conventions.—The convention meets annually. Each local building trades council is entitled to one delegate for each trade represented in it, and on a call of the roll may cast one vote for each of its trades without regard to the number of its delegates. Each national union and each local union which has no national organization is entitled to one delegate and one vote.

Constitutional amendments.—The constitution may be amended in convention by a majority vote. It may also be amended by referendum by a two-thirds vote, on a proposition of the executive board or of any affiliated body. On the referendum each body is entitled to the same number of votes which it would have in a convention.

Officers.—The officers are a president, who is also chief organizer, six vice-presidents, and a secretary-treasurer. The officers constitute the executive board. They are elected at the convention by roll call, and a majority is necessary to elect. The secretary-treasurer receives a salary of $100 a month, and is allowed $25 a

month to be expended for editing the Labor Compendium, the official journal of the organization. Officers or organizers when traveling or working for the organization are entitled to the highest rate of wages paid in their respective trades, and to expenses of transportation, with $2 a day for hotel bills.

Finances.—The local building trades councils pay three-fourths of a cent a month for each member in good standing in the local unions affiliated with them. Local unions which have no national organizations and are directly affiliated with the National Building Trades Council pay 5 cents a member a month. National unions pay a lump sum of $10 a year. Five dollars is charged for each certificate of affiliation.

Working cards.—It is the desire of the National Building Trades Council to enforce the general use of a national working card issued by itself. Its constitution requires all local building trades councils to procure the working card of the National Building Trades Council for their entire membership.

Strikes and arbitration.—The constitution of the National Building Trades Council recites that it is one of its main objects "to abolish strikes and lockouts, or at least to reduce them to a minimum," and requests the local building trades councils to do their best to establish conference or arbitration boards with associations of master builders whenever practicable.

The National Building Trades Council does not undertake to restrict or govern the organizations connected with it in the declaration of strikes, though its constitution provides that its president and secretary-treasurer shall, if called upon, proceed to a place where trouble exists and take full charge of the management of the strike or lockout. It is forbidden to give assistance to any trade on strike unless the grievance has been indorsed by the local building trades council in the place where it occurs. The general executive board is authorized to levy an assessment of not more than 5 cents a member a week for not more than 10 weeks in any year for the support of strikes, and the constitution requires every affiliated organization to keep constantly on hand the amount of one strike assessment of 5 cents a member, so that it can be forwarded without delay.

CHAPTER VII.

LABOR ORGANIZATIONS IN THE GLASS AND POTTERY TRADES.

GLASS BOTTLE BLOWERS' ASSOCIATION OF THE UNITED STATES AND CANADA.

History.—The secretary states that the glass-bottle blowers were first organized in 1843, and that the present association has been active since 1865. In August, 1900, the secretary reported 61 local unions and about 4,300 members. The organization has almost complete control of the trade. By a great strike during 1899 and 1900 it nearly destroyed nonunionism, except in 2 factories in southern New Jersey.[1] In the summer of 1900 the secretary asserted that there were less than 200 nonunion glass-bottle blowers in the country.

The prescription or bottle department of the Flint Glass Workers does substantially the same kind of work as the glass-bottle blowers. The Glass Bottle Blowers have desired that the flint-glass-bottle blowers come into their union; but they have declined to take any official action which might be offensive to the officers and members of the flint-glass organization. The Flint Glass Union, on the other hand, proposed in 1900 that the 2 unions amalgamate; but the Glass Bottle Blowers rejected the plan which the Flint Glass Workers proposed.[2]

Conventions.—The convention is held annually on the first Monday after July 4. Any local which has 7 members in good standing is entitled to a representative, and larger locals have 1 representative for each 30 members, or fraction thereof not less than 20. The expenses of the delegates are paid by the locals. The convention has full authority to make price lists and regulate wages.

Constitutional amendments.—The constitution can not be amended except at the regular annual convention. Proposed alterations must be placed in the hands of

[1] Convention Proceedings, 1900, pp. 28, 29.
[2] Convention Proceedings, glass-bottle blowers, 1900, pp. 75–79.

the president at least 1 month before the convention, and the president must give notice of them to all branches. A two-thirds vote in the convention is required.

Officers.—The officers are a president, a vice-president, a secretary, a treasurer, and an executive board. The executive board consists of the president, the vice-president, and six other members. The present salaries of the officers are: President, $1,800; secretary, $1,500; treasurer, $400.

Membership.—Any glass-bottle blower who has served an apprenticeship in the United States or Canada in a union factory may be admitted to membership. A candidate must be proposed by a member in good standing, and is admitted by a majority vote of the local. Members are forbidden to work with any workman who persistently refuses to become a member of the association. Stockholders working in factories in which they had interests were formerly permitted to hold exempt or withdrawal cards, but since September 1, 1899, they have been required to be regular members and pay all assessments.

The by-laws provide that no foreign blower may be admitted into the association, but that the president and the executive board may authorize any branch to admit such workmen if it is thought necessary. This rule, nominally applying only to the current year, is annually renewed. It is intended to discourage foreigners from coming here; but it seems to have little effect. In practice they are usually admitted for an initiation fee of $50; sometimes for the regular fee of $5; sometimes, when they are in non-union factories, for nothing. The constitution provides that any member who encourages or assists any foreign glass blower to come to this country shall be fined not less than $100 and suspended from work for 1 year.

Apprentices.—By the agreement of 1900 with the manufacturers, the number of apprentices, which had been 1 to every 15 journeymen, was made 1 to every 10. The manufacturers had tried hard in 1899 for a liberalizing of the rule.[1]

If an apprentice leaves the trade, the employer can not have another in his place; but if an apprentice dies during his first year he may be replaced during that season. No branch is "permitted to debar its members from working with apprentices except it is manifestly injurious to the trade or association."

Cards.—Any member who travels in search of employment must carry a card showing him to be a member in good standing of the branch which he leaves, and he must surrender this card to the factory committee before going to work. Violation of this law involves a penalty of $5. All dues, fines, and assessments must be paid up before a transfer card can be issued. If the card is not deposited within 3 months from its issue, the holder forfeits his membership.

An honorable withdrawal card is furnished to any member who desires to leave the trade, and who pays up all arrears. The holder of a withdrawal card may rejoin the union within 1 year, provided a committee finds that his conduct toward the association and its members has been correct during the interval, and provided the finding of the committee is sustained by a majority vote of the local. If the committee reports unfavorably a two-thirds vote is necessary to admit him. If a withdrawal card is not presented within 1 year the holder must pay the regular initiation fee on readmission. Any member who becomes a manager for a glass-manufacturing firm must take out a withdrawal card.

Discipline.—Any member who exposes any business of the union, or who works or offers to work for less than the established prices, is to be fined or expelled. Any member who makes any agreement with any manufacturer contrary to the laws of the association, in order to obtain work, is to be fined $50.

All charges must be made in writing and referred to a committee of 5. The committee is to notify the accused, and, after a hearing, to report to the branch and suggest such punishment as it may deem proper.

Every member is "compelled to receive not less than $20 per week in cash or $40 every two weeks in cash, and all settlements shall be in cash." On the second pay day of each month extra money, if any, is to be paid. No deduction is allowed for accounts or bills. By a resolution of the convention of 1900 it was ordered that any member who allows store accounts, rent bills, coal bills, or the like to be offset against his wages shall be fined $25 for the first offense, $50 for the second, and $100 for the third. The president has power to order collection of money which members may owe to firms they have worked for. When such collection has been ordered the member can not receive a traveling card until the debt is paid.

In unionizing the factory of the Cumberland Glass Company in 1899, the president and the executive board agreed to collect debts due the company from 128 men who had worked for them. The president reported to the convention of 1900 that only a few of them had paid, and the convention passed a resolution that each

[1] Glass Bottle Blowers' Association Convention Proceedings, 1900, p. 13.

of them be required to sign an agreement, before starting to work for the next season, to pay $5 a week on the old debt. Any who should refuse to sign were to be suspended.

Finances.—The revenues of the association are derived from an assessment based on the earnings of the members. When no strike or lockout is on the assessment is 1 per cent on all money earned at the trade. When more money is needed to support a strike, the executive board, by a two-thirds vote, may raise the assessment as high as 10 per cent of all earnings, except that spare blowers who make less than $10 a week are not required to pay more than 1 per cent.

Any member who tries to defraud the association by not paying the full assessment is to be fined not less than $10 or suspended or expelled.

Benefits.—*Death benefit.*—The association pays a death benefit of $500 to the heirs or the legatee of every member in good standing. The fund is supported by an assessment of 25 cents on each member for each death from the beginning of September to the end of June. The accumulated fund is then used to pay losses which occur during July and August, when the members are not at work, and as much longer as it may be sufficient. Assessments are not resumed until the fund is exhausted.

Loans to members.—If a member borrows money from the association or any branch, or from a member, the amount is to be written on the back of his card, and any branch where he may deposit his card is to collect the debt and forward it to the owner. The debtor must pay 10 per cent of all his earnings for this purpose. Any branch which fails to enforce this law is liable to a fine of $100.

The president said, in his report to the convention of 1900, that the sections dealing with loans to members had been adopted to facilitate the rendering of aid to sick members and members out of work, but that they seemed to have resulted in loans to the unreliable, the idle, and the dissolute. In April, 1900, a collection list was sent out from the general office which contained the names of 441 members who had "borrowed money from every branch east and west, and no doubt are still borrowing;" men who traveled from one branch to another and, instead of clearing their cards of debt, were borrowing more and more. The national officers were ready to enforce the penalty against unions which failed to make collections according to the constitution, but the loose practices were so universal that there was scarcely ever a complaint by one branch against another.[1]

Strikes.—No factory is permitted to go on strike without the consent of a majority of the executive board. Members on an authorized strike receive $8 a week if they are married, and $5 a week if they are single. Strike funds are provided by an assessment based on the earnings of members. It may be as high as 10 per cent of earnings, if necessary. Any member who refuses to work in a factory not affected by a strike is to be stricken from the relief roll. No member can deposit his card in a branch where trouble exists for the purpose of receiving strike or lockout benefits. Any member who accepts work where a strike is going on is liable to a fine of $100.

Financial results of strikes.—In 1899 the association undertook to root out nonunionism from the factories of southern New Jersey. The great strike which resulted, lasting from April 8, 1899, to July 1, 1900, cost the association $172,659. From May 1 to June 30, 1899, the members were assessed 10 per cent of their wages. From September 1, when they resumed work after the summer rest, until December 16, they were assessed 5 per cent. The assessment was then reduced to 2 per cent; but on March 1 it was raised to 3 per cent, and continued at that rate until the close of the season, June 30. For the whole period from May 1, 1899, to June 30, 1900, the average assessment was 4.5 per cent of the wages.

Discussing the wisdom of the strike expenditure, considered as an investment, the president said that the association received 4 per cent on its deposits with Pittsburg banks. The interest on the whole cost of the strike, from April 8, 1899, to July 1, 1900, would have been $8,595. The association had received up to July 1, 1900, $29,727 from members who were nonunion men before the strike. The association, as such, had therefore received interest at 13⅔ per cent upon its investment, or enough to pay back the whole investment with interest in 8 years and 1 month. Considering the matter from the point of view of the members, the old members had secured an increase in wages of 8 per cent, and those who were formerly nonunion had secured an average increase of 40 per cent; in each case as return for an investment of 4.5 per cent during a period of 12 working months.

Abuse of strike benefits.—At the time of the strike of 1899 a considerable number of window-glass workers, employed by some of the same establishments which

[1] Convention Proceedings, 1900, pp. 56, 57.
[2] Convention Proceedings, 1900, pp. 24–26.

had run nonunion bottle factories, struck in sympathy with the bottle blowers, and were supported from the bottle blowers' funds. The president of the Bottle Blowers' Association, in his address to the convention of 1900, complained that 32 of these men refused to leave the place where they had worked, though they could easily have got work elsewhere, and persisted throughout the year in living in idleness upon the bottle-blowers' money. The bottle blowers were obliged to support them for fear of their going to work in the nonunion factories; some of them had threatened to do so. Their strike pay was finally stopped on March 2, and they then went so far as to threaten to sue the Bottle Blowers' Association for the continuance of it.

The president added that the association had had the same trouble with some of its own members. A considerable number who had left their working places in consequence of the strike, and had got employment elsewhere, came back; and it was the president's opinion that some of them did not care to work as long as they could get strike benefit.[1]

Hours of labor.—The hours of labor are 8½ a day, 51 a week. In 1900 the association attempted to reduce the day's work to 8 hours, but failed to carry the point.[2]

Holidays and summer rest.—Members are required to observe as holidays "Labor Day and night, Thanksgiving Day and night, Christmas Eve (or the day set apart for it when it falls on Sunday), Day and night, Decoration or Memorial Day and night." No member is allowed to blow glass during July and August.

In 1900 the curious phenomenon was presented of a cooperative glass plant, owned and operated by members of the Glass Bottle Blowers' Association, undertaking to run through July and August contrary to the rules which the union enforces upon employers. The union employers appealed to the union to enforce its rule upon its own members, and the convention referred the matter to the president and executive board. The recalcitrant members were suspended from the association; but they were reinstated in the fall.

Piece work.—All the work of the glass-bottle blowers is done by the piece.

Machinery.—The president in his address to the convention of 1900 referred to the introduction of machines into the bottle-blowers' trade. He recommended that no effort be made to oppose the introduction of machinery, but that the union try to arrange for the gradual introduction of it, without strikes or lockouts, and for the working of it by members of the union only.

The convention adopted a resolution that none but members of the association and regularly indentured apprentices be allowed to finish any vials, bottles, carboys or demijohns with any tool or device or machine under the jurisdiction of the union.[3]

AMERICAN FLINT GLASS WORKERS' UNION.

History.—The American Flint Glass Workers' Union was organized July 1, 1878. It includes makers of lamps, lamp chimneys, shades, clear-glass bottles, known as prescription bottles, pressed ware, and stoppers. It also includes engravers and cutters of glass. One hundred and forty-eight locals were reported by the secretary in August, 1900. The number of members reported on May 31, 1901, was 9,096, of whom 8,654 were reported as employed and 442 as unemployed. Of the unemployed 36 were reported locked out for being members of the union, and 48 on strike. The members were divided among the different branches of the trade as follows:

Press branch	2,022	Shade and globe branch	327
Chimney branch	1,929	Cutters' branch	314
Prescription (or bottle) branch	1,725	Caster-place branch	197
Paste-mold branch	1,411	Lamp workers' branch	83
Iron-mold branch	613	Stopper grinders' branch	73
Mold-makers' branch	354	Engravers' branch	48

In the sketch of the Glass Bottle Blowers' Association, some mention is made of the relations between it and the Flint Glass Workers. (See above, p. 172.)

General aims.—The constitution requires the members to "use all their influence to bring all eligible workmen into this order, so that they may form one compact body for the defense of their rights, protection of their interests, and the elevation of the mechanic to the standing he is justly entitled to."

[1] Convention Proceedings, 1900, pp. 22–24.
[2] National Glass Budget, August 11, 1900.
[3] Convention Proceedings, 1900, pp. 51–53, 109–111.

A further object is "to create a cooperative spirit among those whose interests are alike, thereby enabling them to act promptly on any matter that may affect their interests."

The convention of 1899, by a vote of 43 to 36, adopted a resolution to "call upon the workingmen of the world to unite under the banner of international socialism."[1]

Conventions.—The convention is held biennially in July. This date is especially convenient, because during July and August glass factories regularly close down and in that interval joint agreements are made for the next year's work. These agreements require the approval of the convention in those years when the convention is held. Special sessions of the national organization may be held whenever requested by a majority of the local unions.

Every local union is entitled to 1 delegate for the first 25 members or less: 1 for the second 25 or majority fraction thereof, and after the first 50, 1 for each additional 50 or majority fraction thereof.

An interesting provision is that which imposes a fine of $150 on any local union failing to send a representative to the biennial convention.

The constitution may be amended only at these biennial meetings. All proposals for amendments must be sent in in writing to the national secretary by May 1. He must notify all local unions of such proposals, and must furnish them with a programme of the business outlined for the convention.

Officers.—The officers are a president, a vice-president, a secretary, an assistant secretary, an agent and organizer, and an executive board. The president performs the duties of treasurer. The executive board is composed differently from those of most national unions. The president is not a member. The board consists of 31 persons, distributed in a fixed proportion among the various branches of the flint-glass trade. Apparently, however, the members of the executive board are elected by the general membership.

The president is directed to visit the local unions whenever necessary, watch carefully that in each union and factory all the local laws and the national laws are strictly observed, and see to it that no local works injury to the trade by low wages and high "moves."[2] The president also acts as organizer. The secretary has general charge of the accounts of the union, and is required also to keep detailed records of the condition of the local unions, the number of men employed and unemployed, the number of apprentices, etc. He makes quarterly reports to all the unions on these subjects, and also a biennial report to the convention. Moneys on hand must be paid over to the treasurer monthly. The treasurer must deposit moneys in such manner as the executive board may direct.

Individual members of the executive board have the same duties for their respective districts and branches of the trade which the president has for the whole union. They are required to keep general watch of the condition of the unions, the enforcement of the laws, etc. The executive board also has general discretionary power in the intervals between the conventions, and acts as an advisory board to the president.

The president, the vice-president, the secretary, the assistant secretary, and the agent devote their entire time to the work of the organization. The president is paid $2,000 a year, the vice-president $1,500, the secretary $1,500, and the assistant secretary and the agent $1,000 each.

Membership.—The flint-glass trade embraces a considerable number of subdivisions, such as blower, presser, finisher, mold maker, cutter, etc. Any person engaged in any of these branches, however, may become a member of a local union, provided he is not under 18 years of age and is of sober and industrious habits. The qualifications of candidates for membership are investigated by a committee of 3 members of the local union. The vote is taken by ballot, and an affirmative vote of two-thirds of the members present is required for admission. The membership fee is $3; but foreigners who wish to become members must pay $50, and must state their intention to become citizens of the United States. A foreigner must be elected to membership by a majority vote of the whole union; he can not be admitted by action of the local to which he applies.

The organizer reported to the convention of 1899, speaking of the difficulty which he had had in unionizing a certain factory, that several of the workmen were foreigners, and that they said they did not have the money to pay the initiation fee which was demanded of foreigners, and so were forced into a nonunion house.

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[1] Convention Proceedings, 1899, p. 185.

[2] The move of any article is the number of pieces which constitute a half day's work by the rules of the union or by agreement with employers.

Apprentices.—By a resolution adopted in 1899 each mold shop employing 2 or more journeymen is entitled to 1 apprentice every 4 years, but where more than 2 journeymen are employed there may not be more than one-fourth as many apprentices. Apprentices must be 16 years of age and not over 21, and must be indentured to the firm for not less than 4 years. An apprentice who quits his place may not be allowed to work in any other shop, and a firm which discharges an apprentice without good reason can not replace him.[1]

Discipline.—The Flint Glass Workers' Union has strict rules with regard to the conduct of members, the wages which may be accepted, etc.

The local unions are required to abide strictly by the "moves," prices, and system of work adopted by the biennial sessions of the national union, except as to such matters as are particularly left to the local organizations. If a local union is found guilty of violating any of the laws or regulations, the president of the national organization must appoint an officer to investigate the charges and report to the national executive board, which shall render a decision, and may inflict any penalty on a local union which they see fit, subject to appeal to the next biennial convention.

No mold maker is allowed to work for less than $15 per week, except that an apprentice who has just completed his time may work 1 year for $12.

"Any member who uses his influence to disorganize his fellow-workmen, thereby making it difficult for them to carry out the objects of this order, shall be fined $25.

"Any member known to go to his work drunk, or shall act in any manner detrimental to the interest of this order, or that will bring reproach upon the order or its members, shall be fined, reprimanded, suspended, or expelled from this union; and should said member be discharged for raising any trouble about the factory, the rest of the members will not uphold him.

"The members of this union shall not injure each other in their employment, such as undermining or conniving at members' jobs by seeking to or taking the place of a member who may be suspended from his job.

"Any member who, in order to obtain a place in a prescription factory, shall agree to make a certain number of bottles, shall, upon conviction of the same, be fined not less than $25, and not to exceed $100."

The provisions as to procedure in trials for offenses against the union are specially full.

A resolution adopted in the convention of 1899 recites that members of the union have used money in trying to be elected to various union offices, and enacts that any member who seeks election as an officer or as delegate to convention by bribery shall be fined $50 and shall be deprived of a seat in the convention.[2]

Collection of debts.—The Flint Glass Workers' Union enforces the payment by its members of indebtedness due to other members, but a clause in the constitution forbids the collection of debts due to other persons by union action.

Nonunion men.—The rules of the Flint Glass Workers' Union regarding the exclusion of nonunion men and of nonunion material are stricter than those of almost any other national organization. The following provisions of the constitution are especially noteworthy:

"No nonunion man or no boy shall be allowed to take a place to work at any of the trades represented in this A. F. G. W. U.

"Mold makers shall refuse to make or repair molds and plates to be worked by nonunion glass workers.

"Glass workers shall refuse to work or to assist to work molds or plates made by nonunion mold makers. All molds shall be marked with the name of the manufacturer, and no blower shall be allowed to work any new mold not bearing the name of the manufacturer.

"No union glass worker shall be allowed to make bottles or stoppers for nonunion stopperers to work.

"Union glass makers will refuse to make blanks for nonunion glass cutters, and union cutters will refuse to cut blanks made by nonunion glass makers."

The organizer, in his report to the convention of 1899, said:

"The progress made in unionizing the nonunionists is sufficient to excite honest exultation, yet they impose upon every member of our organization a responsibility. We must be courteous and ever ready to extend a helping hand to them, and must drop the prejudiced feeling entertained by so many of our members.

[1] Convention Proceedings, 1899, p. 188.
[2] Convention Proceedings, 1899, pp. 218, 219.

We must treat them as human and not as brutes, in order to profit by our accomplishment."

The convention adopted the following resolution:

"Whereas the abuse of nonunion men by members of the association by its bad effects seriously retards the work of organizing, as it creates in the minds of nonunion men the thought that they have nothing in common with us; therefore, be it

"*Resolved*, That we declare our position toward nonunion men to be that of consideration and tolerance, and recognize that they have the same 'inalienable right to life, liberty, and the pursuit of happiness,' the same right to earn a living at the glass trades, as have the members of the association; and be it further

"*Resolved*, That any member of the association who abuses a member of the association who has recently come out of a nonunion house, or anyone who contemplates joining the organization, shall be guilty of having violated section 2 of article 14, and upon conviction shall be fined not less than $5."[1]

While the preamble and the first resolution relate to nonunion men generally, it will be noticed that only men who have joined the association or contemplate joining it are protected by a penalty.

Nonunion competition—Factories owned by the union.—In the president's report of 1899 it was stated that the manufacturers had called attention to the fact that the entire flask trade was in the hands of nonunion houses, from which the union manufacturers were compelled to buy because they could buy cheaper than they could manufacture. They had suggested that some plan be adopted for allowing one or more of the union houses to make flasks on such terms that the union manufacturers need not buy from nonunion houses.

The president said that flasks were very largely made by men who could blow nothing else, and that the finishers in the flask shops could do nothing else than finish. These workmen were willing to join the union, and willing to try to better their condition, but their incompetency made them helpless and handicapped the efforts of the union to help them. As a means of repressing nonunionism the president suggested that one or more plants be established, to be owned and controlled by the workers and the manufacturers jointly, to be manned by the members of the union at prices lower than the existing scale, until nonunion competition should be suppressed, and to be used to supply union houses with flasks. The convention voted to build and equip two factories, to be owned by the union, and to inform any bottle house, other than a flask house, that the factories owned by the association would furnish them flasks at such a price that it could resell and make a reasonable profit.[2]

In accordance with this decision the union has built and is operating one bottle house of its own in Indiana.

Finances.—The initiation fee is $3 for Americans and $50 for foreigners. The per capita tax is fixed at each convention by a two-thirds vote. At present it is 23 cents a quarter. The great mass of the receipts and expenditures are intended for strike purposes. The defense fund is supported by the regular payment of 2 per cent of the wages received by the members. The local dues range from 25 cents to 50 cents a month.

The balance in the treasury of the organization on June 1, 1900, was $82,246. The receipts for the year ending May 31, 1901, were $159,177, and the expenditures were $174,001.

Benefits.—In 1893 the union adopted a provision for an assessment of 10 cents, to be levied on the death of a member in good standing. The union had about 7,000 members, and the death benefit was expected to amount to about $700. The panic of 1893, and a great strike of the employees of the United States Glass Company, reduced the number of members employed to about 3,500. The result was that the heirs of deceased members were disappointed in regard to the amount of their benefit. Some of them threatened legal proceedings, but their claim was against the individual members who had failed to pay, and they seem to have had no legal ground for suit against the union. In July, 1896, the benefit law was changed so that it promised $500 to the heirs of each member who should die. This law was abolished in November of the same year, and the organization failed to pay promptly the claims on account of those who died while it was in force. As late as 1899 the secretary reported to the convention that the heirs of one member threatened to bring suit to collect the benefit due under it, and that, according to a legal opinion which he had obtained, the claim on account of this member, and also more than 20 other claims, were enforceable at law. The claims were ultimately paid. The union has not since made any provision for sick or death benefits.

In the convention of 1899 it was proposed to appropriate $100 to help certain

[1] Convention Proceedings, 1899, pp. 118, 248.
[2] Convention Proceedings, 1899, pp. 43, 44, 52, 181.

locals in securing pardon for 2 members who had been convicted unjustly, as it was believed, of certain crimes. The chair ruled that as the constitution prohibited donations from the strike fund, and as the fund derived from the per capita tax was no more than sufficient to pay the necessary expenses, the convention could not make any donation that was not included in the absolutely necessary expenses of the association.[1]

Strikes and arbitration.—*Authorization of strikes.*—The authorization of a strike by a local union requires a yea-and-nay vote. The constitution especially declares that in case of the discharge of members for taking an active part in the affairs of the union all members must cease work. The question as to whether the discharge has been made on account of taking part in union affairs must be decided, however, in the same manner as questions regarding other strikes.

Should the union decide to strike, the secretary must furnish to the International president "a full and complete statement of the existing difficulty or grievances; also the number and names of men working in the factory; how many, if any, are stockholders; how many are members of the order; how many are not members; how much money the local union has in its general fund; and a thorough and impartial investigation shall be made, and no strike shall be declared legal until all honorable means of avoiding the same have been used." The president, or, if he is sick or disabled, the vice-president or some executive officer of the locality, after receiving such notice, shall go to the seat of difficulty, endeavor to effect a settlement, and, failing to do so, shall report a full and complete statement of the case, with his opinion of the chances of success or failure in case a strike is ordered. The case shall then be submitted to the different local unions, and work shall be continued until the local unions have decided according to law. "Should the decision of a majority of the members voting be favorable to the union where the grievance exists the men shall then cease work, and when any one part of a factory shall be engaged in a legalized strike it shall be required that the men of all other departments shall also cease work until the difficulty is settled." When the national union sanctions a strike the secretary "shall at once prepare a written statement of all the facts, as near as possible, and forward the same to all local unions, warning all true men not to accept employment in such factory or factories."

Strike benefits.—Members engaged in authorized strikes are entitled to a weekly benefit of $6. No union may receive such benefits unless it has been organized at least 6 months, and during a strike no union shall be allowed to receive members from other local unions with the intention of demanding strike benefits for them.

During a legalized strike the corresponding secretary of the local union must notify the national union, at least once a month, how the strike is progressing, giving the number and names of men receiving benefits, and the amount; and the national secretary must report to the trade once each month.

This strike benefit is supported by the payment of 2 per cent of the earnings of each member to the national organization. The money thus collected is under the control of a board of trustees, consisting of the national president, treasurer, and secretary, who must each give a bond of $25,000. Clerks are appointed in each factory to ascertain the exact amount of wages paid and to see to the collection of this assessment.

Policy as to strikes.—The president, in his report to the convention of 1899, said that the officers had adopted the policy of taking in the men in nonunion houses as rapidly as possible, with the understanding that they were not to strike for union conditions until organization should have proceeded far enough to justify the union in a general demand. The previous practice of calling out the workmen in one factory as soon as a majority of them were organized, without reference to the action of other nonunion houses, had enabled the manufacturers to obtain help from other plants, and so to defeat the object of the union.[2]

Hours of labor.—By a resolution adopted in 1899, 55 hours, ending at noon on Saturday, constitute a week's work in mold shops. Overtime is paid as time and a half.[3]

In the discussion of the establishment of a new list on certain tubing, the president mentioned that the workers on it had been able to make their day's work in 5 or 6 hours; but new competition, foreign and domestic, had now to be met, and it seemed necessary to alter the amount of work assigned to a day. There would be no trouble in making the proposed day's work in from 7 to 8 hours; and the president seemed to regard this as reasonable.[4]

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[1] Convention Proceedings, 1899, pp. 144, 145.
[2] Convention Proceedings, 1899, p. 19.
[3] Convention Proceedings, 1899, p. 188.
[4] Convention Proceedings, 1899, pp. 46, 48.

Holidays and summer stop.—Mold makers are paid time and a half if they work on May 30, July 4, Thanksgiving Day, and Christmas, unless the employees in the glass working departments also work on those holidays; then only actual time is charged for. "No mold maker shall be allowed to work on molds on the Sabbath day."

The summer stop varies from year to year, according to the circumstances of the trade, and it is different in the different branches. In view of the circumstances of one factory, which had worked longer than the rules allowed during the summer to help out another factory which had been destroyed by fire, the convention of 1899 passed a resolution to permit members in such emergencies to work without the summer stop prescribed by the rules.[1]

The proposal of the union to the Western Flint Bottle Association for the summer of 1899 was a stop of 2 consecutive months, beginning on the last working day of June. The manufacturers protested against so long a stoppage, on the ground that the existence of so much nonunion competition made it unwise. A stoppage of 2 consecutive months, to take place at any time between July 1 and September 15, was ultimately agreed to by a very close vote.

The stop in the mold-making department was fixed at 3 consecutive weeks, and that in the paste mold department at 6 consecutive weeks, beginning July 1.[2]

Piecework.—Nearly all the work of the Flint Glass Workers is paid for on a piecework basis. Much of it is reckoned nominally by the day, but in most cases the number of pieces which shall constitute a day's work is definitely fixed. The prescribed limits seem to be generally observed, though the organizer referred, in his report of 1899, to his success in inducing the members of one local—at Philadelphia—to cease their practice of doing more in a day than the established task or "move."[3]

Machinery.—The Owen lamp-chimney machine occupied a prominent place in the president's report to the convention of 1899. The president said that the Workers in their conference with the manufacturers had stated that they were not opposed to machinery, but would insist, if the machine was to be worked, on arranging the terms for operating it on the basis of the labor which the machine saved. "They urged the elimination of the machine by purchase, the selling price of chimneys to be advanced to pay for its purchase. * * * Some of the manufacturers favor the Workers' plan of eliminating the machine, but express the feeling that it is now too late to accomplish that purpose."

The president estimated that machine chimneys could be made at a labor cost not exceeding from 6½ to 9 cents, while the labor cost of the handmade chimneys was 15½ cents. The manufacturers wanted the workers to reduce their rates so that handmade chimneys should not cost more than 10 cents a dozen for labor. The president declared that this would be the height of folly. It would mean a reduction of about one-third in wages, and when the reduction had been made the machine would still be in competition. He proposed that the Workers raise a fund to buy the machine, and "advance wages to compel the consumer to pay for it." It had been ascertained that the machine could be bought, but there seemed to be a disposition to fix a price which would put it out of reach. If the machine could not be eliminated by purchase, then terms for the operation of it under union control must be arranged.[4]

These plans were not carried out; but the machine is operated under union rules.

A new machine for tumbler making having been introduced, the union officers maintained that machine work should be paid for on such a basis as to allow simply for the work which the machine saved; that is, to give the same pay as before for the same actual work. The most of the blowers said that it would save about two thirds of their work. A new scale was arranged, under which the feeders were to be paid one-third of the previous list, with a guaranty of $2 a turn. The manufacturers asserted that the production fell off materially under this list. They charged that the feeders took advantage of their $2 a day guaranty. To prove the assertion, they submitted the results produced before and after the settlement. This course of the feeders, if it were followed, was also unfair to the gatherers, who were working on a piece-work basis.[5]

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[1] Convention Proceedings, 1899, p. 188.
[2] Convention Proceedings, 1899, p. 182.
[3] Convention Proceedings, 1900, pp. 26–28, 188, 197.
[4] Convention Proceedings, 1899, p. 103.
[5] Convention Proceedings, 1899, pp. 33, 39–42.
[6] Convention Proceedings, 1899, p. 49.

AMALGAMATED GLASSWORKERS' INTERNATIONAL ASSOCIATION OF AMERICA.

History.—This is a new organization, formed in 1900. On July 1, 1901, the secretary reported the membership as about 600.

General aims.—The declaration of principles of the Glassworkers is verbally the same, excepting that it does not include the pulpit among the servants of the proprietary class and the betrayers of the working people, as that which is printed in full in the account of the Textile Workers.[1] The association names as its objects: "To establish an 8-hour workday and a fund for the protection of its members; to assist them to find work when unemployed; to enable them to obtain a fair price for their labor; to provide for accident, disability, and death, and to regulate the relations between workmen and their employers and between workmen and workmen."

Conventions.—No time is fixed for conventions. One may be held on the motion of any local which has been affiliated for two years or more, if approved by a majority of the local unions and a two-thirds majority of the members. Unions which have 100 members or less are entitled to 1 delegate; over 100 to 200, 2 delegates, and for every additional 300 members or major part thereof, 1 more delegate. One delegate may cast the entire vote of his union. A local must have been chartered 2 months and must not be in arrears to the general office over 1 month in order to be entitled to representation. The mileage of delegates is paid from the general treasury. The secretary receives $2 a day and the president $4 a day in addition to mileage for their attendance.

Constitutional amendments.—Constitutional amendments can be adopted only by a two-thirds vote of the members. They may be proposed at any time by the general council, or by any local, with the approval of 8 other locals. Once in 2 years, in September, locals are invited to suggest amendments, and all amendments so suggested at that time by any single local union are submitted to the general vote.

Officers.—The officers are a president, a secretary, and a treasurer. The general council consists of these officers and 4 other members. The secretary and the treasurer must be members of unions in the place where the headquarters are. The president and the 4 other members of the council must belong to locals in other parts of the United States and Canada; no 2 in the same State or Province. The term of office is 2 years. All officers are elected by the general membership on the Australian system. Each local may nominate 1 candidate for each office. The secretary supplies official ballots on which the names of all candidates are printed. A majority is necessary to elect. If there is a failure to elect for any office a new ballot is taken in which only the 2 candidates who have received the highest vote are eligible.

Local unions may nominate a city for headquarters when they make nominations for general officers; and there is a vote for headquarters, conducted like the vote for general officers.

The secretary receives all money due the general office and turns it over to the treasurer. He supervises the work of organization; and, with the consent of the general council, appoints both district organizers without salary and salaried traveling organizers. He receives applications for charters, and issues charters without action by any other officer. He issues the official journal, and furnishes to each local a monthly report of all receipts and expenditures, the rates of wages, the state of trade, and the hours of labor in organized districts.

No member is eligible to fill any general office until he has been 2 years continuously a member in good standing.

Central committee.—Whenever 2 or more unions are chartered in the same city or district they are required to form a central committee to regulate their joint affairs.

Shop stewards.—The locals are expected to appoint shop stewards to call and preside at shop meetings where business pertaining to the shops can be disposed of.

Membership.—The Association is intended to include "all wage workers engaged in the production and handling of glass, not already affiliated with a national or international union of glassworkers." It mentions a large number of occupations which it is intended to cover, among them those of glass cutters, glaziers, bevelers, silverers, glass-mosaic workers, glass-sign makers, glass packers, photograph-plate workers, and sand-blast workers. A candidate must be a capable workman, able to command the average wage, and of good moral character. In order to be

[1] P. 77.

eligible to full beneficial membership he must be between 18 and 60 years of age and in good health. Candidates over 60 years of age, or in poor health, may join as honorary members, paying 25 cents a month as dues. They are entitled to all privileges except the death, disability, and accident benefits.

Every application for membership must be in writing, signed by the applicant and indorsed by a member in good standing. Applicants are elected to membership by a majority vote. The pledge taken on joining includes a promise "to be respectful in word and action to every woman; to be considerate to the widow and orphan, the weak and defenseless, and never to discriminate against a fellow-worker on account of creed or nationality; to defend freedom of thought, whether expressed by tongue or pen, with all the power at your command; to educate yourselves and fellow-workers in the history of the labor movement, and to defend to the best of your ability the trade-union principle which guards its autonomy, and which regards capital as the product of the past labor of all toilers of the human race, and that wages can never be regarded as the full equivalent for labor performed."

Cards.—*Clearance cards.*—A member who wishes to travel or transfer his membership takes out a clearance card, paying at least 1 month's dues in advance and a fee of 10 cents. On going to work in any organized place the member must deposit his card at once.

Withdrawal cards.—Any member who wishes to retire from the trade may take out a withdrawal card. One who becomes an employer, hiring two or more men, or becomes a member of an employers' association, must take such a card. This does not apply to stockholders in union cooperative shops or factories.

Discipline.—Charges against a member must be made in writing and investigated by a committee of 5. The local union then decides the case on the evidence gathered by the committee. A member may appeal to the general council. One who has been suspended for working against the interests of the organization, or violating his obligations, or acting in a manner likely to bring the union or any of its members into discredit, can only be reinstated by a two-thirds vote of the members of the local union, and the payment of such fine as the union may impose. Each local union is required to give the general secretary the names of all members expelled, with the reasons, for publication in the official journal.

Finances.—The charter fee for new locals is $10. The per capita tax is 15 cents a month for honorary members as well as full members. The mileage of delegates to convention is defrayed by special assessments. If a deficiency is likely to occur the general council may levy an assessment, not exceeding 10 cents a month for each member in good standing, until the deficiency is made up.

The local initiation fee can not be less than $1, nor the dues less than 25 cents a month. A member who fails to pay his dues for 2 months is to be notified, and if he does not pay by the end of the quarter he is to stand suspended from all benefits. Members who are sick or out of work may, however, retain their claim to benefits by paying only the per capita tax, provided they report at every regular meeting of the local. One who is suspended from benefits, unless he was sick or out of work, must pay a fine of not less than $1 in addition to all dues and assessments before he is again entitled to benefit. Local unions are suspended from benefits when they owe an amount equal to 3 months' per capita tax.

Benefits.—On the death of one who has been for 6 months or more a member in good standing, and who was in good health at the time of his initiation or reinstatement, and has paid 6 months' dues, a funeral benefit of $50 is paid. In case of the total disability of one who has been a member in good standing over a year, a benefit of $150 is paid, provided the disability does not result from drunkenness or misconduct. Sick and accident benefits are left to be regulated by the local unions.

Strikes.—The constitution declares that strikes must only be sanctioned as a last resort, after every effort has been made to adjust the difficulty by arbitration. A local union must not take action to strike or formulate demands, except at a meeting of which all members in good standing have been notified. If two or more unions are interested, they must hold a joint meeting. A three-fourths vote by ballot is required to inaugurate a strike. Strike benefits will not be paid by the general organization unless the strike has been sanctioned by the general executive council. The constitution contains, however, a remarkable exception in favor of sympathetic strikes. A union which strikes, without consulting the general council, in support of the demands of another organization may receive strike benefit if the general council, after investigation, considers that the local acted with discretion. It is added, that even in sympathetic strikes local unions act entirely upon their own responsibility until the general council has approved their action.

The strike benefit is $5 a week. None is paid for the first week. If the strike

fund becomes exhausted, the general council may levy an assessment of 25 cents a week on all members, except those on strike.

Piecework.—Locals are required to do all in their power to discourage piecework. Members are forbidden to adopt piecework where day work is established.

THE NATIONAL BROTHERHOOD OF OPERATIVE POTTERS.

History.—The National Brotherhood of Operative Potters was organized on December 29, 1890. Fifty-one local unions in all have been established. The secretary-treasurer estimated the membership in the summer of 1900 at about 6,000, and supposed that about 25 per cent of the potters in the United States were non-union, and that not over 5 per cent were members of other labor organizations.

Convention.—The convention meets annually. Local unions are entitled to two delegates for the first 50 members or less and 1 additional delegate for each additional 50 members or majority fraction thereof. Representatives hold their office for 1 year. They must have been in good standing for 3 months. A local union can not be represented if in arrears for its dues to the national union.

When a local union sends less than its full quota of delegates those whom it sends may cast the full vote of the local. If a delegate is absent without cause his vote is lost. The national union pays the mileage of delegates, but their other expenses are paid by the locals.

Officers.—The officers are a president, 2 vice-presidents, a secretary, a treasurer, a statistician, and 5 trustees. The secretary collects all dues from local unions and turns the money over to the treasurer. The trustees draw and deposit all money above $100; that amount the treasurer is to hold for current expenses. The executive board consists of the president, the vice-presidents, the secretary, and three other members.

The constitution provides for statisticians, both national and local. The national statistician is to collect, both from the local statisticians and from all other available sources, all possible knowledge about the condition of the trade in this country and in Europe, and to report to the annual convention.

Transfer and withdrawal cards.—A member going from one place to another must carry a transfer card, and deposit it with the secretary of the local or the shop committee. Dues must be paid to the end of the month in which the card is issued.

A withdrawal card is granted, to a member withdrawing from the trade, by a majority vote of the union. If the member afterwards desires to deposit this card in any local union, it may be done only after an investigation by a committee as to his conduct toward the order.

Discipline.—No saloon keeper is permitted to retain membership in the union. If a member attends a meeting under the influence of liquor he is liable to warning, and for repeated offenses to fines or further penalties. If a member goes to his work drunk he is liable to be fined or otherwise punished.

If a member is elected to office and fails to serve he is subject to a fine of $3. A member who is appointed on a committee and fails to attend a committee meeting is liable to a fine. A member may not decline to serve on a committee unless he is already a member of another.

Charges against any member are tried by a special committee of 5, after at least 10 days' notice to the accused, and service of a copy of the charges. If the member is found guilty he has a further chance to be heard before the local union. A fine or a reprimand may be imposed by a majority vote of the union. A two-thirds vote is necessary for suspension or expulsion.

Finances.—The initiation fee is $1.50, of which 50 cents goes to the national union. For women the fee is 75 cents. The per capita tax is 15 cents a month, and is payable quarterly. If any local fails to pay the tax within 30 days after it is due, it is subject to a fine of 1 cent for each member, besides suspension.

Strikes.—When a grievance arises the shop committee is to report to the local union, and the local union, if it so decides, is to lay the matter before the president. The president is to go to the place, or send a deputy, and all honorable means are to be used to avoid a strike. If a strike seems necessary the question is to be submitted to a popular vote of all the unions. If a majority of the members voting favor the strike, work is then stopped. A local must have been organized 6 months before it is entitled to strike benefit; and an individual member must have been 6 months in the union, and if suspended must have been 6 months reinstated, before he can receive strike benefit. Members who find employment outside of their trade are allowed to earn one-half of the benefits given them by the

brotherhood, without diminution of strike pay. Sums above that amount ar deducted from the strike benefit.

If a member is discharged for taking an active part in the affairs of the orde and reinstatement is refused, the pottery is to cease work until it is granted. defense or resistance fund is provided by a tax of 1 per cent of the earnings of al members. This is collected every pay day by a clerk in each pottery. To ascer tain the exact amount due, the members are required to show their envelopes t the clerk.

The union reported to the Federation of Labor in the fall of 1900 that it had wo one strike during the preceding year, involving 56 persons, at a cost of $1,400.

Piecework.—Potters are paid on a piece-price scale, and a uniform scale adopte by the national union is now in use throughout the United States. When a new article is introduced the members who first make it, together with their shop committee, and with the consent of the local, are to agree with the employers upon a proper price for it. The price so established is reported by the local to the national president, and by him to the trade in general.

CHAPTER VIII.

LABOR ORGANIZATIONS OF MINE WORKERS.

UNITED MINE WORKERS OF AMERICA.

History.—The organizations among the coal miners of the United States have been subject to marked vicissitudes. The present organization bids fair to be stronger and more permanent than any of its predecessors. The immense number of persons employed in mining, the widely differing conditions in the different districts, the large proportion of the foreign born, who are often willing to work for low wages and who fail to appreciate the benefit of organization, have all interfered with the permanence of the unions.

The first miners' organization which was of national scope was the American Miners' Association, established in Illinois in 1861.[1] This gradually extended to several more eastern States, but each State or district organization was practically independent. Dissensions among the officers and failures in strikes practically broke up the organization in 1867 and 1868.

In 1869 the Miners and Laborers' Benevolent Association was organized in the anthracite coal region. It soon spread to the bituminous regions of western Pennsylvania and Ohio where it became very strong It also reached Indiana, West Virginia, Kentucky, and Maryland. It did not extend to Illinois or the more western States; but separate organizations in that region exchanged membership cards with it. It was finally absorbed in the Miners' National Association, a more widely spread body, in 1873. The new organization was prosperous for 2 or 3 years, having a membership of 21,200 in 1874. Later, however, wages fell, strikes were lost, and the organization was greatly weakened. Some of the lodges organized as local assemblies of the Knights of Labor, but not until 1878 and 1879 did miners' organizations again become important. For a few years there were strong local organizations in the different mining districts, but no very effective cooperation.

The growth of the competition among different coal fields led the miners to recognize the necessity of a national organization. At a convention held at Indianapolis in 1885, the National Federation of Miners and Mine Laborers was accordingly formed. This was the most effective organization yet established. It succeeded in inducing the employers of Pennsylvania, Ohio, Indiana, and West Virginia to meet in joint convention and establish scales of wages by annual agreement. Within a comparatively short time, however, this interstate agreement system broke down, although agreements were still made in particular districts between coal operators and the miners' organization.

The United Mine Workers was organized in 1890, and for the first time brought together practically all the organized miners throughout the country. The condition of the mining industry was, however, depressed during most of the early years of the new organization and its membership dwindled. It appears

[1] Sketch down to 1887 based on chapter by John McBride in The Labor Movement.

that before the great strike of 1897 there were only about 11,000 members in the union. At that time it was resolved to make a strong effort to raise wages by a general suspension. The unorganized miners were willing to follow the leadership of the officers of the United Mine Workers. During the strike many thousands of them were added to its rolls, while the successful outcome was still more influential in building up the membership. During 1898 277 local unions were organized or reorganized, and at the end of the year there were 628 locals, with 34,771 members. The growth during 1899 and 1900 was even more remarkable. The secretary-treasurer reported on January 1, 1900, 931 local unions with 91,019 members. On January 1, 1901, the number of locals had risen to 1,433, and the number of actual paid-up members to 172,529, not including those who were exempt from dues on account of prolonged idleness. The average paid-up membership for 1897 was 9,731; that for 1898 was 32,902; that for 1899 was 61,887, and that for 1900 was 115,511. During the past 2 or 3 years the organization has spent very large sums in organizing. The amount was $42,683 in 1899 and $62,286 in 1900. This was $1.15 for each person brought in in 1899, but in 1900 only $0.63.

The following table shows the membership of the United Mine Workers in each of the States on January 1, 1899, 1900, and 1901:

Growth of United Mine Workers.

State.	Membership on January 1—			Average number of miners employed, 1899.
	1899.	1900.	1901.	
Alabama	2,304	3,098	6,713	13,481
Arkansas	720	1,898	818	2,313
Indian Territory	667			4,084
Colorado			998	7,166
Illinois	18,467	27,736	35,226	36,756
Indiana	5,752	7,180	10,373	9,712
Kansas	901	6,233	7,032	8,000
Kentucky	1,672	1,451	1,919	7,461
Iowa	1,441	5,511	8,911	10,971
Maryland		450	1,333	4,624
Michigan	270	870	1,601	1,291
Ohio	14,165	14,339	22,051	26,038
Pennsylvania:				
Bituminous	7,513	10,102	17,948	82,812
Anthracite		8,493	53,161	139,608
Tennessee	524	2,737	3,551	6,949
West Virginia	375	421	897	23,625
Total	34,771	91,019	172,529	410,635

The table also shows the total number of miners, organized and unorganized, reported by the United States Geological Survey, employed in the mines of the different States during 1899. This will give some idea of the proportion belonging to the United Mine Workers. The total number of members in all the States, 172,529, is considerably less than one-half of the number of miners employed in the country. Since, however, the organization has scarcely a foothold in Colorado, and has not as yet made any effort to establish itself in Wyoming, North Carolina, and various other States which have a considerable number of miners, and since it has only begun to attempt to reach anthracite workers, a clearer view of the strength of the organization may be obtained by comparing the number of its members with the total number of miners in the individual States.

The ratio is largest in Illinois and Indiana. Ohio comes next among the great coal States; though the Ohio district, whose membership is given in the table, includes a few mines in Pennsylvania and several in the neighborhood of Wheeling, W. Va. In Pennsylvania the United Mine Workers have till lately been mostly confined to the bituminous mines of the western part of the State. Even there the organization has been much weaker than in Ohio, Indiana, and Illinois, as has been abundantly seen in the difficulty it has encountered in enforcing annual joint agreements. The table shows distinctly the effect of the efforts of the United Mine Workers to extend their membership outside the four central competitive States, Illinois, Indiana, Ohio, and Pennsylvania. The increase in Iowa and Kansas is particularly noteworthy. So far efforts to organize West Virginia have been comparatively unsuccessful.

The Mine Workers are one of those organizations, like the Brewery Workmen and the Typographical Union, which undertake to gather under a single jurisdiction all craftsmen employed about a particular industry. As the Printers have

contended with the Machinists, and the Brewery Workmen with the Engineers, Firemen, Coopers, Team Drivers, and Painters, so the Mine Workers have contended with the Stationary Firemen and the Blacksmiths. In all cases alike the principle of organization by industries as opposed by organization by trades seems likely to prevail.

The American Federation of Labor convention of 1900 declined to take any action on the controversy between the Mine Workers on the one hand and the Blacksmiths and the Firemen on the other, beyond offering the good offices of the Federation in adjusting the dispute. The committee which reported on the matter, however, expressed the opinion that jurisdiction over blacksmiths and firemen employed about mines should be vested in the United Mine Workers in the interest of solidarity among all workers in the industry. This recommendation accords with the decision of the convention in the case of the Brewery Workmen.

The Mine Workers' convention of 1901 resolved that members of the organizations of engineers, firemen, and blacksmiths should be admitted to the Mine Workers without initiation fee, on the presentation of membership cards of their own organizations, provided they joined the Mine Workers before May 1, 1901.

Objects.—The preamble of the constitution of the United Mine Workers declares that since without coal none of the grand achievements of civilization would be possible, it is just that those whose lot it is to daily toil under ground should receive a fair share of what they produce. The objects of the United Mine Workers of America are then stated: (1) To secure an earning capacity suitable to the danger and character of the work; (2) to secure proper methods of payment, including the proper weighing or measuring of coal, weekly payment, and payment in lawful money, "and to rid ourselves of the iniquitous system of spending our money wherever our employers see fit to designate;" (3) to secure protection for life and health and to reduce the catastrophes of mining to a minimum by securing proper ventilation, drainage, roof supports, etc., through the enforcement of existing laws and the enactment of additional ones; (4) to secure an 8-hour work day; (5) to prohibit the employment in mines of children under 14 or of those who have not obtained a reasonably satisfactory education; (6) to secure legislation prohibiting the employment of Pinkerton detectives or other persons to take armed possession of mines during strikes or lockouts; (7) "to use all honorable means to maintain peace between ourselves and our employers, adjusting all differences, so far as possible, by arbitration and conciliation, that strikes may become unnecessary."

Convention.—The convention is held annually, on the third Monday in January. Each local is entitled to 1 vote for the first 100 members or less, and an additional vote for each additional 100 members, or majority fraction thereof. One representative may cast any number of votes up to 5. It is expected that each delegate will normally cast 5 votes. The railroad fare of delegates is paid from the general treasury only for 1 delegate for 5 locals, or for such smaller number of locals as, taken together, may have 500 members. Any local which is situated 1 or more miles from another local is, however, entitled to send a representative and to have his fare paid from the general treasury.

No person is eligible as a representative who is not a miner or a mine laborer, or employed by the organization. No local can be represented which is in arrears for dues and assessments for 2 months preceding the month of the convention, nor any local which has not been organized at least 3 months, and paid 2 months' dues to district and national unions, before the convention.

Officers.—The officers of the United Mine Workers are a president, a vice-president, a secretary-treasurer, and an executive board composed of these and 1 member from each district, each member elected by his district. The officers, except the members of the board, are elected annually at the convention by a majority vote. Nominations must be sent in at least 2 months before the convention and transmitted to all the local unions, so that they can instruct their delegates for what candidates to vote.

The president's salary was raised by the annual convention in January, 1900, to $1,500; the vice-president's to $1,200; the secretary-treasurer's to $1,800, and that of the editor of the journal to $1,200; this increase being made in view of the increased wages of miners. Members of the executive board are paid $3 per day and expenses while engaged in work for the organization. As a matter of fact, it appears that all the members of the executive board act as organizers and give practically their whole time to the work.

The president is directed to attend or visit, in person or by some other national officer, local unions, district conventions, and other places where his services are required. The vice-president is to act as general organizer under the direction of the president. The secretary-treasurer must give bonds for $25,000, and may not have more than $15,000 subject to his order at any one time, all other funds being

deposited subject to the order of the executive board. The executive board constitutes a national board of conciliation and arbitration, and between conventions has full power to direct the workings of the organization. It may even order a general suspension of work at any time it deems it necessary.

Any salaried officer accepting a nomination or appointment to a political office must immediately resign his position as an officer of the organization.

An organizer who establishes a new union receives $7 of the charter fee. During 1900 the experiment was tried of paying him an additional $8, being the balance of the charter fee, when the new local had paid per capita tax to the amount of $25. It was thought that this would induce organizers to take an interest in maintaining the young locals and getting them on their feet. There seemed to be no such effect, however, and the additional payment of $8 was abolished by the convention of 1901.

Finances.—The charter fee paid by new locals is $15. The national union is chiefly supported by a per capita tax of 10 cents a member a month. If the members of a local have been idle for more than a month they are exempt from the tax. The national executive board may levy additional assessments. Boys under 16 are known as half members, and pay half as much tax and assessment as full members.

The local dues may not be less than 25 cents a month.

In order to support the several strikes which it was prosecuting, the executive board levied an assessment of 25 cents a member a month from March to November, 1900. The amount collected under this assessment up to December 31, 1900, was $173,629. This was 64.4 per cent of the amount that should have been paid, according to the monthly reports of membership made by the different locals. President Mitchell, in his next report, expressed his "keen disappointment at the failure or refusal of some of our local unions to contribute their share to the support of the men, women, and children who for months had battled and struggled, not in defense of themselves alone, but in defense of every coal miner in America." He added: "There are thousands of our members who received an increase in their wages last year which would amount to as much in any one day they worked as the organization required them to pay in any one month; yet these same men refused to comply with the laws and requirements of the organization, and threatened its very existence if the assessment were enforced." The convention of 1900 gave the executive board authority to enforce the payment of the assessment, under penalty of expulsion, on all locals which could not give a good reason for being excused. It was admitted by the president and by all that some locals, especially those in the anthracite region and some others which had received comparatively little benefit from the organization, might properly be exempted.

The convention of 1.00 submitted to the members a proposal to create a defense fund by a tax of 25 cents a member a month. Twenty thousand one hundred and thirteen votes were cast for it and 11,510 votes against it. The total number of votes was less than 30 per cent of the whole membership, and the affirmative votes less than 20 per cent. Under these circumstances the executive council, considering that it is hard enough to collect an assessment when a majority of the members have voted for it, determined not to put the law in force, but to submit it to the next convention. At the convention it was defeated.

The receipts and expenditures for 1900 were as follows:

EXPENDITURES.

Salaries and expenses of organizers, agents, etc	$62,622.91
Supplies, printing, etc	12,887.96
Office expenses	1,297.38
Telegrams, postage, and express	8,546.21
Donations for aid of strikers	154,676.82
Miscellaneous	10,484.81
Total	245,516.09

INCOME.

From tax	$138,625.28
From supplies	12,294.48
From Journal	7,188.61
From Journal roll of honor fund and other contributions	986.98
From assessment	173,629.40
From miscellaneous	1,220.52
Total	333,945.27

The amount of cash on hand was $39,378 on January 1, 1900, and $127,807 January 1, 1901.

It will be seen that the amount paid out during 1900 for the relief of those strike was about $155,000. At the convention in January, 1901, it was repor that the organization was then paying about $5,000 a week for strike benefits. a in June, 1901, the secretary stated that payments were still going on at about same rate.

Strikes.—*Authorization.*—The constitution gives a very considerable degree control over strikes to the central officers. The union has as yet no regu defense fund or provision for systematic strike benefits, but special assistance m be granted to strikers, and the moral influence of the organization is so importa that the approval of the central officers is very likely to be sought before a stri is inaugurated. The constitution provides that where a difficulty is of a pure local character, the officers of the local union must first try to bring about amicable settlement, and if they fail to do so, must appeal to the district organization of the United Mine Workers. The boundaries of the district are made conform as closely as possible to the limits of local competition. They usual correspond roughly to those of the State. No single district, however, is exact coextensive with a State, except in the cases of Illinois, Iowa, and Michiga Indiana is divided into two districts. In Pennsylvania there are three distric of anthracite workers, besides two of the bituminous. The district officers mu investigate and try to bring about a peaceable adjustment. If they fail, the may, if they deem best, order a strike. Appeals may be taken from the decisio of the district board to the national executive board. In case the dispute is wider importance, so that it affects the interests of mine workers outside of th particular district, the president and secretary of the aggrieved district mus appeal to the national president. He has power to approve or disapprove th action contemplated. The district may appeal from the national president to th national executive board, and from it to the national convention itself. Strike not receiving official approval are not regarded as legal strikes. The constitutio also declares that the national executive board shall constitute a national board of conciliation and arbitration, and the records of the work of the organizatio seem to show that these officers accomplish a great deal in the peaceable settle ment of disputes by negotiation.

Number and character of strikes.—Notwithstanding these provisions of the constitution and notwithstanding the system of joint agreements, the United Mine Workers carry on a considerable number of strikes. This is doubtless natural in view of the comparative newness and weakness of the organization. As it extends its scope it is forced to inaugurate strikes in order to compel recognition by employers. Attention has already been called to the frequent strikes caused by refusals of employers to abide by the joint agreements adopted by the interstate conference. Other strikes are conducted in the States not covered by the conference, and when the miners are successful the result is usually the introduction of the annual agreement system. Thus the report of the annual convention of 1900 refers to various strikes in West Virginia, Tennessee, Kentucky, and Alabama for the recognition of the organization and improvement in mining conditions. There were also several strikes in the central district of Pennsylvania, which is not covered as yet by the interstate agreement, and in the anthracite region. In other instances the organization has been strong enough to secure improved conditions without strikes.

Proposed establishment of defense fund.—In view of the frequency of the occasions for striking, the officers of the United Mine Workers urged at the annual convention of 1900 that a permanent defense fund should be established and that the national executive board should be given power to levy assessments when necessary to support strikes. The previous practice of requiring a special vote of the organization to levy an assessment was held to be unsatisfactory. A proposition for the establishment of such a fund was submitted to a vote of the local unions during 1900,[1] but was ultimately defeated, as is stated above under "Finances."

Recent wage movements, strikes, and agreements. Strike in Kansas, Arkansas, and Indian Territory, 1899.—The Kansas Bureau of Labor, in its reports for 1898, pp. 328–354, and 1899, pp. 459–467, gives a detailed description of the great strike in the coal fields of Kansas in 1899. The strike began in Indian Territory and was caused primarily by the refusal of the four great companies operating in that Territory and also in the adjoining States—the Western Coal and Mining Company, Southwestern Coal and Improvement Company, Kansas and Texas Coal Company, and

[1] Proceedings Eleventh Annual Convention, p. 20. Second quarterly report of national secretary-treasurer, 1900, p. 2.

Central Coal and Coke Company—to recognize the United Mine Workers and deal with its officers. Indeed these companies, it is charged, were trying to get rid of their union employees by gradually discharging them. The strike began on March 1, 1899, and continued for some weeks in Indian Territory and Arkansas before it was extended to Kansas. In April the president of the Kansas district of the United Mine Workers called a convention of the organization, which invited the mine operators of the State to a conference. The four companies chiefly concerned in the strike in Indian Territory and Arkansas also had mines in Kansas, but only one of these appeared at the conference. The efforts at a settlement with this company failed. A general strike was soon after ordered at the Kansas mines of the four companies concerned.

The officers of the United Mine Workers now decided that the time was opportune for a general movement throughout Kansas and adjoining States to obtain shorter hours and higher wages. Miners in the Eastern States were for the most part working 8 hours a day. A referendum vote of the members of the United Mine Workers in Kansas was taken and upheld the demand for the 8-hour day and for a uniform run-of-mine basis for wages, at the rate of 58 cents per ton for the summer months and 64 cents per ton for the winter months. Practically all the operators except the four companies involved in the great strike agreed to meet the miners in conference and to establish an arbitration board in case a scale of wages could not be agreed upon. As a matter of fact the conference, after a session of 6 days, in which the chief work was done by a joint committee of five members on each side, arrived at an agreement, which was signed June 21, 1899.

This agreement granted the 8-hour day, to take effect September 1, 1899; established the run-of-mine basis at the rate of 60 cents per ton the year round; and provided for a board of arbitration, to consist of 2 operators and 2 miners, and in case of failure to agree, of a fifth member chosen by these 4. It further provided that on June 1, 1900, the operators and miners who were parties to the agreement were to meet in conference to formulate a new contract, and that any difference which could not be settled in conference should be submitted to a board of arbitration, formed in the manner just described. This contract was a source of great satisfaction to the miners.

Meantime the 4 companies whose men were on strike had advertised in the Southern States for colored miners. About 175 negroes were secured in this way, but most of them were induced by the union miners not to go to work. They had no previous knowledge of the existence of a strike. Although, as stated by the report of the Bureau of Labor, there was no violence, the United States district court issued an injunction, at the instance of the mining companies, restraining all persons from interfering with or obstructing the business of the Western Coal and Mining Company. Some of the other companies also obtained an injunction against the strikers in anticipation of violence. Stockades were erected and policed with armed guards, but there was no serious disturbance. Before the issuance of this injunction, one of the State district courts had issued an injunction against the Kansas and Texas Coal Company, forbidding it to bring undesirable classes of people into the State to work at its mines. This order declared that the defendant had repeatedly and flagrantly violated the laws of the State relating to coal mines, had wholly ignored the rights of employees and of the public, and that the bringing of an undesirable and criminal class of people into the State was likely to cause riots and bloodshed, and to add to the public expense. The hearing on this temporary injunction was postponed from time to time, and finally the injunction of the United States district judge, above referred to, prohibited local courts and other officers from interfering with the importation of men and the operation of the mines of the company.

Mr. John P. Reese, of Iowa, a member of the national executive board of the United Mine Workers, had been sent to Kansas to help in directing the strike. On October 18, 1899, he held a meeting at Yale, Kans., where one of the mines of the Western Coal and Mining Company is situated. On November 17 an order was issued directing Mr. Reese to show cause why he should not be considered in contempt of court for violating the injunction. The judge found him guilty of contempt, and sentenced him to 3 months in jail. The opinion of the court, as quoted by the Kansas Bureau of Labor, seems to indicate that the evidence of contempt consisted largely in the fact that from 29 to 100 of the men went through the property of the company on the way to the meeting instead of following the public road; that they went as near to the mine shaft as the guard would let them, and that the men underground were intimidated by the announcement sent to them that the strikers "were on top." The court said: "I admit that the charge of the respondent's having used violent language is not clearly proven, but that this meeting on that day was intended and did have the effect of intimidating these men, making them quit their work, is undoubted." Mr. Reese was confined

in jail from November 23 to December 24. He was then released by order of the United States circuit court on habeas corpus proceedings. The circuit court said in its opinion: "It can not be adjudged that, upon the state of facts heretofore recited, the restraining order extended to and bound the petitioner. If it be assumed that such was the true scope and purpose, then it was void, in the sense that it was beyond the power of the court to make it."

Negotiations for the settlement of the difficulty continued without interruption. On May 15, 1900, the lessee of several of the Kansas and Texas Company's mines offered an amended contract to his employees, which they accepted. By June 25 the other companies had made similar contracts, and the difficulty was settled, except that the Kansas and Texas Company refused to make a contract for two of its mines, which it was operating without the intervention of a lessee. The contracts made are similar in character. They provide for the 8-hour day, for the payment of the rate of wages prevailing in the district, after July 1, 1900; and the employment of check weighmen where the miners desire it. No discrimination is to be made between union and nonunion men. Each company agrees to meet its men either individually, by committee, or as a whole for the purpose of considering grievances or other matters of business. No suspension of work is to take place except after written presentation of grievances and the allowance of a reasonable time for considering them and giving an answer.

The strike in Arkansas and Indian Territory was most serious and disastrous. The United Mine Workers had issued a call for a convention of miners and operators covering that district, but the operators ignored the invitation, and one railroad company in particular discharged a number of employees simply because of their membership in the miners' organization. After the operators had refused a second time to meet the miners in conference, a general strike was inaugurated, beginning in March. The national executive board of the United Mine Workers issued appeals to the various local lodges to send aid to the striking miners, whose condition had become very serious by the latter part of the summer. The convention of the United Mine Workers held in January, 1900, voted to levy an assessment to be used in supporting this strike.[1] The strike failed of its object. The president reported to the convention in January, 1901, that over 800 men were still idle in consequence of it. The executive board had offered to remove them to other districts where they could have work in union mines, but many owned their homes and plots of land and were reluctant to leave them.[2]

Anthracite strike, 1900.—The United Mine Workers had been trying for some years to organize the anthracite miners. By 1896 they had formed about 94 locals. After the great strike of 1897 in the bituminous fields, with its partial success in western Pennsylvania, the officers of the union were increasingly active in the anthracite region. It was not until 1899, however, that national organizers and members of the national executive board were stationed there. For more than a year before the strike of 1900 these officers were at work preparing the miners for the struggle.

"The monumental task which they accomplished in such a short time can not even be imagined by one unfamiliar with the actual conditions in the anthracite region. They had to organize men of 14 different nationalities and with almost as many different languages, religions, customs, and standards of living; they had to allay distrust on all sides, born partly of ignorance and partly of a past full of failures in efforts to attain the very objects that the United Mine Workers were striving for. They had to overcome a most bitter feeling of jealousy and hatred which had grown up between the miners of the three fields as a result of past strikes, and they had to encounter conditions of mining differing to such an extent in the separate districts as to make almost impossible common and general grievances."[3] They had to deal with a constant surplus of labor; they had to face a market oversupplied with coal; they had to fight the bitter opposition to organized labor of the operators and the railroads. They had to contend against the gloomy predictions of old and influential miners who testified that the condition of the mine workers had always been worse after strikes than before.

The anthracite coal region is divided into three fields—the northern or Wyoming and Lackawanna, the middle or Lehigh, and the southern or Schuylkill. The United Mine Workers organized each of these regions as a separate district. The men of the Wyoming and Lackawanna field, District 1, were the first to be thoroughly organized, and they were the first to take steps toward bettering their condition. As

[1] Proceedings Eleventh Annual Convention, pp. 17-20, 67.
[2] Proceedings Twelfth Annual Convention, p. 37.
[3] The Anthracite Coal Strike, by Frank Julian Warne; Publications of the American Academy of Political and Social Science, December 11, 1900, p. 26. The present sketch is largely drawn from Mr. Warne's article.

early as January, at a meeting of this district, President Mitchell was petitioned to call a general strike of all anthracite miners. After conferring with the presidents of the other districts, the petition was refused. The matter was again discussed at the next quarterly meeting of District No. 1 in April, and at the July meeting the national executive board was petitioned to call a convention of all three districts. The petition was granted, and on August 13 a convention was held at Hazleton. This convention invited the operators to meet representatives of the miners in joint convention on August 27. It also detailed the grievances of the miners. The operators ignored the invitation to a joint convention. The miners then drafted a scale of wages for each district, together with demands as to general conditions of employment, and asked the national executive board for permission to strike unless a settlement was effected within 10 days after the application was made. The strike was actually declared on September 12, to take effect on the following Monday, September 17. On the day fixed at least 80,000 men and boys quit their accustomed work; the United Mine Workers claimed 112,000. Before the week closed 125,000 of the 140,000 anthracite mine employees in Pennsylvania were idle. The strike lasted 42 days, and the number of strikers increased gradually to over 130,000.

One considerable "independent" establishment, G. B. Markle & Co., had for many years hired no one without his agreeing to a contract which provided that any difficulty between the company and its men should be submitted to arbitrators, of whom 1 should be chosen by the company, 1 by the men, and the third by these 2. The agreement also provided that the men should not under any consideration enter into a strike, or be governed by any labor association in settling any dispute. Notwithstanding this agreement, a great majority of Markle & Co.'s employees went out with their fellows. Their action seems to involve a breach of faith. Their position was, however, that the grievance complained of could not be settled by concessions made by any single operator, and that the only course for the men was to stand together until the railroad coal-mining companies should unite in a settlement.

The same reasoning induced the employees of the Philadelphia and Reading Coal and Iron Company, numbering more than 25,000 men, to remain out when this company independently posted notices offering them an advance of 10 per cent in wages. The strike leaders insisted that a break in the ranks, even though the terms were satisfactory in themselves, would weaken the cause of the workers as a whole. They were able to hold their followers firm.

The scale of wages which the miners demanded differed for the three districts. Similar conditions of employment were, however, demanded for the whole region. These conditions were:

(1) "An advance of 20 per cent on all day labor now receiving less than $1.50 per day; 15 per cent over present prices on all classes of day labor now receiving $1.50 and not over $1.75 per day, and 10 per cent advance on all day labor receiving more than $1.75 per day."

(2) "Abolishment of the sliding-scale system now in practice in the Lehigh and Schuylkill regions."

(3) "No miner shall have at any time more than one breast, gangway, or working place, and shall not get more than his equal share of cars or work."

(4) "Abolishment of the erroneous system of having 3,360 pounds to the ton, and that 2,240 pounds shall constitute a ton."

(5) "A checkweighman shall be hired by the miners, and allowed to represent them on the head of each breaker and see that the weight is correct and that the dockage is fair."

(6) "Reduction in the price of powder to $1.50 per keg."

(7) "Abolishment of the company store system."

(8) "Abolishment of the company doctor system for miners and compulsion to pay one."

(9) "Compliance with the State law which says that all industrial concerns shall pay their employees semi-monthly and in cash."

The demands were not all granted. The strikers went back to work on a promise of an increase of 10 per cent, with abolition of the sliding scale where it existed, and with an agreement by the operators to take up with their men any further grievances they might have. The price of powder was reduced to $1.50 a keg where it had been $2.75, but the difference was deducted from the increase of wages.

It was the first time that the entire anthracite region had been involved in a strike for increased wages. All past strikes, with the possible exception of that of 1887–88, were against reductions of wages. It was the most successful strike that the anthracite coal fields ever saw. The United Mine Workers went into it with a membership of less than 8,000 among the anthracite coal workers; it came out

by the American Federation of Labor. It was organized on November 27, 1895. In July, 1900, it reported only 4 locals and 1,500 members.

Convention.—The convention meets annually, and the representatives of the locals have 1 vote for the first 100 members or less and 1 additional vote for each additional 100 members or fraction greater than 50. No representative can have more than 3 votes. Expenses of representatives are paid by the locals.

Constitutional amendments.—The constitution may be amended by the convention by a two-thirds vote.

Officers.—The officers are a president, a vice-president, a secretary-treasurer, and an executive board of 11 members, 3 of whom are the president, vice-president, and secretary-treasurer. All officers are elected at the annual convention by roll call. A majority is necessary to elect. The secretary-treasurer's salary is $300 a year, besides legitimate expenses. The members of the executive board receive $2.50 a day and expenses when employed by the organization. The executive board constitutes a general board of conciliation and arb tration, and between conventions has full power to direct the workings of the union.

Finance.—The initiation fee for all locals is fixed at $3 and the monthly dues at 50 cents. Out of these sums the locals pay to the general treasury $1 from each initiation fee and a monthly per capita tax of 35 cents. The executive board has authority to levy assessments for the support of strikes or lockouts.

Benefits.—Any member injured in the mines or in any legitimate calling is entitled to $4 a week for 26 consecutive weeks. On the death of a member his friends are entitled to a funeral benefit of $40. Membership must have been maintained for 3 months and 3 months' dues must have been paid before injury or death gives title to a benefit. It is specially provided that benefits shall not be paid on account of accidents in bicycle races or sports of any kind. Any member who indulges in alcoholic beverages to inebriation, while receiving benefits, forfeits all further sums which he might have received.

Strikes.—No strike can constitutionally be supported by the general organization unless its inauguration was approved by the general officers. When a strike has been legally declared, the executive board may levy an assessment, not less than 10 cents a week per member, to be continued as long as the board thinks it necessary.

Eight-hour day.—The Northern Mineral Mine Workers declare in their preamble that one of their objects is to "demand that 8 hours shall constitute a day's work, and that not more that 8 hours shall be worked in any 1 day by any mine worker."

CHAPTER IX.

LABOR ORGANIZATIONS IN THE WOOD WORKING AND ALLIED TRADES.

AMALGAMATED WOOD WORKERS' INTERNATIONAL UNION OF AMERICA.

History.—The Amalgamated Wood Workers' International Union of America was organized in November, 1895. It was formed by the amalgamation of the International Furniture Workers, organized in 1873, and the Machine Wood Workers' International Union of America, organized in 1890. The Varnishers International Union, which had been formed in 1889, was dissolved about the same time, and its locals joined the Amalgamated Wood Workers.

The union includes machine workers, cabinet and bench wood workers, and finishers. Such different grades of work as the dressing of lumber and the finishing of fine office furniture come under its jurisdiction. It claims the right to control the box makers and sawyers, on the one hand, and the piano and organ workers on the other. The American Federation of Labor has refused charters to unions of each of these crafts as national bodies because of the opposition of the Wood Workers. The Painters have complained that members of the Wood Workers have infringed on their territory by finishing hard wood in the interior of buildings.

The number of locals and the number of members at the ends of successive fiscal years are reported by the secretary as follows:

Years ending June 30—	Locals.	Members.
1895	43	.....
1896	51	2,600
1897	67	4,600
1898	74	6,000
1899	84	10,400
1900	120	13,500

General aims.—The Wood Workers proclaim among their objects the 8-hour day; the establishment of a fund for the protection of the members: assistance in finding work for the unemployed; the obtaining of fair prices for the labor of the members; provision for sickness, accident, disability, and death, "and to regulate the relations between workmen and their employers and between workmen and workmen."

Prefixed to their constitution is a declaration of principles, which is the same as that of the Textile Workers, word for word, with two or three exceptions, and which is substantially the same, sentence for sentence, as that of the Brewery Workers and the Bakers. It is given in full in the account of the Textile Workers (p. 77). The secretary explains that this declaration of principles was that of the International Furniture Workers' Union, which is now a part of the Amalgamated Wood Workers. One of the conditions of the amalgamation was that the declaration of principles should be prefixed to the constitution of the amalgamated body. It is possible, therefore, that it does not express the sentiments of the present officers or of the majority of the members of the existing organization.

Conventions.—There is no fixed time for conventions. Any local union which has been in the Amalgamated Union for not less than 2 years may propose to hold a convention, and the proposition is submitted to a general vote if it is supported by 8 other locals. If it is approved by a majority of the locals and by two-thirds of the members a convention is held. Two conventions have been held since the Amalgamated Union was formed, one in October, 1896, and one in March, 1900.

No union is entitled to representation if it has not been chartered 2 months before the convention, nor if it is over 1 month in arrears to the general office. Unions which have 100 members or less are entitled to 1 delegate over 100 to 200 members, 2 delegates; and for every additional 300 members, or major part thereof, 1 delegate.

If a union sends only a part of the delegates it is entitled to, they may cast its full vote. A member is not eligible as a delegate unless he has been a member in good standing for 12 months, provided his union has existed so long. The mileage of delegates is paid from the general fund. The president and the secretary may speak in the convention, but have no vote, except that the president has a casting vote in case of a tie.

Constitutional amendments.—The constitution can be amended only by a two-thirds referendum vote.

Officers.—The officers are a president, a secretary, and a treasurer. The officers and 4 other members make up a general council. The secretary and the treasurer must be members of unions in the city where the headquarters are. The president and the 4 other members of the council must live in other parts of the United States and Canada; no 2 in the same State.

All officers and members of the council are elected by popular vote on the Australian system. Elaborate rules are provided for nominations by the locals, and for the preparation, casting, and counting of the official ballots. A clear majority is necessary to elect, and if a second election is necessary only the 2 candidates who have polled the highest votes for each individual office, and the 8 candidates who have polled the highest votes for membership in the council, are eligible.

The general secretary collects all money and turns it over to the treasurer. He has power to issue charters to locals He edits the official journal He is required to issue a quarterly report, containing a statement of receipts and expenses, rates of wages, the state of trade, and hours of labor.

Membership.—Any number of employees, not less than 10, in mills, furniture factories, car shops, woodenware factories, and the like, who are between 18 and 60 years of age, capable workmen, able to command the average wage, of good health, and of good moral character, may obtain a charter for a local union. The qualifications of members are not otherwise prescribed. Applications for membership

are referred to a committee, who are to inquire into the character and qualifications of the candidate and report at the next meeting. No candidate can be initiated until at least 1 week after his application. A majority vote of the members present is necessary to elect an applicant. A rejected applicant may not apply again within 3 months.

Cards.—Clearance cards, on which members may transfer their membership to other locals, are issued on payment of all back dues and 1 month's dues in advance, with 10 cents for the card. A withdrawal card is granted to any member who desires to withdraw from the trade. If a member becomes an employer, hiring more than 2 men, or becomes a member of any employers' association, he must take a withdrawal card. This does not apply to stockholders in union cooperative shops or factories.

Isolated members.—When a local union surrenders its charter those who wish to retain their membership in the national union may do so by paying their per capita tax to the general secretary.

Discipline.—Charges against any member must be presented in writing, and investigated by a special committee of five. The local union then decides the case according to the evidence gathered by the committee. An aggrieved member may appeal to the general council.

A member suspended for working against the interests of the union, or acting in a manner likely to bring the union or any of its members into discredit, can be reinstated only by a two-thirds vote of the members and on payment of such fine as the union may impose.

No member can be excused from serving on a committee unless by a two-thirds vote of the members present, but no member need serve on more than two committees. If a local officer fails to answer the roll call for three consecutive meetings, without a good excuse, his office is to be declared vacant.

Finances.—The charter fee is $10. For this a full outfit, including seal and necessary books, cards, and blanks, is furnished. The per capita tax is 15 cents a month, of which 3 cents is set aside for a strike fund, and the remainder goes into the general fund. The mileage of delegates to convention is defrayed by a special assessment. The general council has authority to levy assessments whenever there is a deficiency. Any union which is more than 3 months in arrears for dues, assessments, or fines, or which owes the general union a sum equal to 3 months' per capita tax, is to be suspended, and is not entitled to benefits until 3 months after all arrearages are paid.

The initiation fee of local unions may not be less than $1, and the dues may not be less than 40 cents a month. Members who fail to pay their dues for 3 months are to be suspended and are then not entitled to any benefits. If a member is sick or out of work he may maintain his membership by paying only the per capita tax. He must report at every regular meeting. If he works any part of a month he must pay the regular dues for the month.

Men over 60 years of age, or of poor health, and consequently unable to join the union as beneficial members, may join as honorary members. They pay 25 cents a month as dues, of which 7 cents goes to the general office. They are to receive strike benefits, but not death or disability benefits.

The receipts and expenditures for the fiscal year ending June 30, 1900, are reported as follows:

RECEIPTS.

Per capita tax	$15,283
From other sources	4,577
Total	19,860

EXPENSES.

Strikes	$3,142
Death benefits	2,350
Journal	2,125
Organizing	2,326
Convention expenses	2,019
Other expenses	4,353
Total	16,315
Balance on hand July 1, 1900	4,375

Benefits.—On the death of any member who was in good health at the time of his initiation or reinstatement, has been 6 months or over in good standing, and has paid 6 months' dues, a funeral benefit of $75 is payable.

A total-disability benefit of $250 is paid to one who has been over a year in good standing before the disability is incurred and who is not disabled through drunkenness or misconduct.

Sick and accident benefits are often provided by the local unions.

Tool insurance.—A separate tool insurance fund, to which members are at liberty to contribute or not, is provided and placed under the control of special officers. The insurance is against damage by fire, water, falling of building, explosion, etc. No loss is to be paid which is incurred while the member is working on Sunday or after the regular working hours.

Insurance may be taken for not less than $25 nor more than $100. The majority of the participating members take insurance to the amount of $50, some take $75, and some $100. Upon joining the fund a member pays 7 per cent of the sum for which he wishes to be insured. This is intended as a guarantee fund and not as an insurance premium. A member who receives a withdrawal card may withdraw five-sevenths of the 7 per cent, and if a member dies his relatives receive the whole 7 per cent. Two-sevenths of the guarantee fund is sent to the secretary of the tool-insurance fund, and five-sevenths remains under the administration of the local union. When a loss occurs it is paid in the first instance out of the guarantee fund in the hands of the local union, but this fund is reimbursed from the general treasury. The payment is to bear the same proportion to the actual loss which the insured value of the tools destroyed bears to the actual value. When the aggregate amount in the hands of the general secretary of the fund and in the hands of the local unions falls below 7 per cent of the full amount of insurance in force, an assessment of 1 or 2 per cent of the insurance in force is to be levied. At the end of 1899 the insurance fund had 210 members, and the amount of insurance in force was $12,100. The amount of the local and general insurance funds on hand was $1,888.37, or about $540 more than the 7 per cent guarantee fund.

The members of the tool-insurance fund pay to the treasury of their local union 7 cents each half year, to cover the local expense of conducting the fund. The general secretary of the fund receives 4 cents each half year from each member.

Strikes.—A strike can be declared by a local union only by a three-fourths vote by ballot, at a meeting of which all members in good standing have been notified. A local union is not entitled to receive strike benefits from the general body unless its strike has been duly sanctioned by the general council; but sympathetic strikes are exempted from this rule, provided the general council is satisfied, after investigation, that the local union acted with discretion.

The strike benefit is $5 a week. No benefit is paid for the first week. If the strike fund becomes exhausted the general council can levy an assessment of 25 cents per month.

The union reported to the Federation of Labor in the fall of 1900 that it had won 16 strikes during the preceding year and lost 2, and that 3 were pending. Two thousand nine hundred and thirty-one persons were involved, of whom 2,531 were benefited. The cost of the strikes had been $4,345.

Hours of labor.—In 1900 the secretary reported that 3 unions were working 8 hours, 23 were working 9 hours, and the remainder 10 hours. In June, 1901, the secretary reported that after several conferences with the planing-mill men of Chicago, during which they pointed out to the representatives of the union the competition they had to contend with, the union voluntarily surrendered the 8-hour day, accepting extra pay for the ninth hour in place of it. All time over 9 hours in Chicago is paid for at the rate of time and a half. The 8-hour day has been gained in San Francisco, so that the Wood Workers now have it in San Francisco, Galveston, and Colorado Springs. Thirty-six cities in the United States, besides several in Canada, were at the date of this report working 9 hours.

Piecework.—Local unions are directed to do all in their power to discourage piecework. It is forbidden to introduce the piecework system in shops where it does not exist.

Child labor.—The constitution directs local unions to do all in their power to discourage child labor.

Union label.—The Wood Workers' union label was adopted in 1896. The secretary reports that 7 firms used it in that year, 80 firms in 1897, 100 firms in 1898, and about 200 firms in 1899. The label is affixed to the better class of work, such as saloon and office furniture, by the decalcomania process, before the work is var-

nished. On common work, such as moldings, sash, doors, and the like, the label is printed with a rubber stamp.

Since the Wood Workers are strongest in Chicago, it is natural that their union label should have been most effective there. The secretary declares that the first firm in Chicago which made use of its label doubled the number of its employees within 6 months. The secretary attributes this result largely to the thorough advertising of the firm as a union establishment. Another firm, which had to spend an additional $20,000 a year in wages in consequence of signing the union agreement, is alleged to have admitted repeatedly that it never made another investment so good. The secretary says that in the early part of 1897 the Chicago wood workers worked 10 hours a day and that their minimum wage was $1.25. The union raised the minimum wage to $2 and afterwards reduced the working day, without reduction of pay, to 8 hours, though it afterwards seemed necessary to give this up. But the 8-hour day in San Francisco, Galveston, and Colorado Springs, and the 9-hour day in over 30 other cities are largely attributable, in the opinion of the secretary, to the union label. In April, 1901, the carpenters and other building workmen of Minneapolis struck or were locked out, as a result of their attempt to enforce the recognition of the Wood Workers' label.

UNITED ORDER OF BOX MAKERS AND SAWYERS OF AMERICA.

History.—The United Order of Box Makers and Sawyers, of Chicago, sent a representative to the American Federation of Labor convention of 1896 to plead for recognition and for a charter. It had applied to the officers of the Federation for a charter in February, 1896, and had been denied because of the opposition of the Amalgamated Wood Workers, which claimed jurisdiction over the craft. The box makers of Chicago claimed to be an old and well-organized union which controlled the box trade. Its representative declared that it included paper-box makers, cigar-box makers, and others. It denied the jurisdiction of the Wood Workers, and pointed out that the Wood Workers had given the Tobacco Workers permission to take in tobacco-box makers. The delegate of the Wood Workers admitted that, rather than enter into a contest with the Tobacco Workers, they had allowed the tobacco-box makers of St. Louis, who had organized under the Tobacco Workers, to remain with them. He, however, opposed the present application, and the convention upheld the unfavorable action of the executive council.

At the Federation convention of 1897 another petition for recognition was presented by the Boxmakers' and Sawyers' Union. The petition was referred to the executive council of the Federation with instructions to try to bring about harmony and amalgamation between the two unions. The effort was not successful, and the box makers still maintain an independent existence, under the disadvantage of exclusion from the Federation. The executive council of the American Federation of Labor reported to the convention of 1900 that several unions of box makers and sawyers already belonged to the Wood Workers' Union, and the council earnestly urged all these workers to join it. The locals at Louisville and St. Louis, two of the best locals of the organization outside of Chicago, were among those which went over to the Wood Workers. At St. Louis, however, the Box Makers organized a new local, and the secretary-treasurer claimed, in June, 1901, that they had more members there than ever before.

The organization is strongest in Chicago, where most of the workers belong to it, but it also has strong locals in several of the leading Western cities. It has no strength in the East. The majority of the Chicago members are Bohemians, but there are also Germans, Swedes, and members of other nationalities. In June, 1901, the secretary reported 12 locals and 5,500 members.

General aims.—Every member is pledged at his initiation not to make any agreement with his employer, unless authorized by the organization, which will debar him "from participating in any labor movement sanctioned by the order, having for its object the shortening of the hours of labor, doing away with overtime, securing or retaining a Saturday half holiday, securing or retaining a weekly pay day, or secure an increase in wages."

Convention.—The convention is held annually. Each local of 25 members or more is entitled to one delegate; a local of 100 members to two delegates, and larger locals to one additional delegate for each additional 100 members. Each delegate has one vote, but delegates of the larger locals have one vote for each 100 members that they represent. The national union pays each local $5 a day,

[1] Convention Proceedings, 1896, p. 76.

ncluding Sunday, for the attendance of each delegate, and for the time necessarily pent in traveling, together with the cost of transportation by the shortest route.

Officers.—The officers are a president, five vice-presidents, and a secretary-reasurer. The officers constitute the executive board. They are elected in the onvention by ballot, each delegate having a vote according to the number of nembers he represents. A majority of votes on this basis is necessary for election. A member must have been in good standing for not less than a year in order to e eligible to any office.

The president countersigns all orders for money, including checks. He has power to suspend individual members or officers of locals for incompetency or negligence, and he has power to appoint deputy organizers on the nomination of locals, with such remuneration as may be agreed on, not exceeding $100 a month and railroad fare.

Local unions.—A local union may be formed by seven persons engaged in the trade of box making. Charters are issued by the secretary-treasurer with the consent of the national executive board. In cities where more than one local exists, an advisory board of three members is to be elected.

Finances.—The per capita tax is 10 cents a month. Local dues are uniformly 50 cents a month. Every local is required to elect a shop committee in every shop where its members are employed. The duty of the shop committee is to collect all dues, fines, etc., and to pay them to the local secretary at each regular meeting. The financial secretary of each local is required to send an itemized monthly statement to the national secretary, showing all receipts and expenditures, and the names of members retired, withdrawn, suspended, or expelled. A financial secretary who makes false reports is subject to a fine of $2 for each offense. Any member who obtains money or benefits under false pretenses, or appropriates money belonging to the union to his own use, is ineligible to hold any office, local or national, and can not receive any benefit until the defalcation has been repaid.

Each local union is required to elect an auditing committee of three. The duty of the committee is to make a quarterly audit of the financial books of the union. The committee is subject to a fine of not less than $2 for failure in its duties, and any officer or member who obstructs it or fails to submit any books or papers is to be fined not less than $25.

The national executive board has power to levy assessments at its discretion, not exceeding 1 per cent of the wages of members. During a strike this limitation is suspended. Of assessments raised to prosecute a boycott, 60 per cent is to be used nationally and 40 per cent locally.

The national executive board is directed to select semiannually three unions within 500 miles of the national office, which are to select each a member for the purpose of forming a committee to audit the books of the secretary-treasurer. The members of this committee receive $5 a day and railroad fare.

Strikes.—When any difficulty arises with employers, three officers of the local union must furnish a full statement for submission to the national executive board. If the board, after investigation, approves the position of the local, the national secretary issues a circular setting forth the facts to all local unions. If the difficulty involves more than 25 members, it can not be sustained except by a two-thirds majority on a popular vote. Each member who takes part in an authorized strike is entitled to $5 a week from the date on which the difficulty is sanctioned by the authorities of the national union.

Cooperative factories.—The president says that productive cooperation has been introduced to a considerable extent in the box making trade, and that the organization is using its influence to extend the system further. There are two cooperative box factories in Chicago, one of which employs 16 men and the other 12. One of these establishments has been in operation more than 12 years. There is a recently established cooperative factory in Milwaukee, which has been highly successful thus far. A movement is on foot to establish such a factory in Cleveland and another in Louisville. The organization urges its members to save money in order that they may establish these plants. If each of several men puts in a few hundred dollars a satisfactory plant can be started. The plants are strictly cooperative, the profits being divided equally, with no added compensation to the manager or the member who solicits patronage. The system is considered advantageous in places where the purchasers of boxes are disposed to favor fair conditions of labor. Where one or more such cooperative plants exist the labor organization is strengthened in its dealings with manufacturers, since in time of strike or dispute consumers can get their boxes from the cooperative plant.

Piecework.—While the agreement of the box makers which is customary in Chicago provides a scale for piecework, the system of payment by the hour or the day is preferred by the union, and prevails almost altogether in the union shops in Chicago. The organization is attempting to abolish the system of piecework in other cities also.

Labor day.—The constitution directs that members who work on Labor Day shall be fined $2.

Union label.—The box makers have a union label, which is furnished free, at the expense of the national organization, to employers or members. It is allowed to be used only in shops where all persons who are eligible are members of the order. Manufacturers who operate more than one shop are not allowed the use of the label unless all their shops are strictly union. Provision is made for legal prosecution of infringers of the label in cases approved by the national executive board. In such cases the local union which conducts the prosecution is allowed $25 for committee work, in addition to attorney fees.

PIANO AND ORGAN WORKERS' INTERNATIONAL UNION OF AMERICA.

History.—The Piano and Organ Workers' International Union was organized on August 8, 1898. An earlier organization, the Piano and Organ Workers' League, had disbanded in 1892. The present union is meant to include all workmen engaged in the manufacture of pianos and organs. In New York and Boston separate locals, representing different branches of the work, are organized. The following table gives the number of local unions and the number of members on certain dates, as reported by the president:

	Number of unions.	Number of members.
Aug. 8, 1898	5	2,300
Aug. 1, 1899	11	4,500
Aug. 1, 1900	19	6,100
June 18, 1901	27	7,[illegible]

The union has repeatedly tried to get a charter from the American Federation of Labor, but has been refused on account of the opposition of the Wood Workers' Union, which claims jurisdiction over the piano and organ workers.

Convention.—The convention meets annually in July. Each local of not less than 25 members is entitled to 1 delegate, and each local of more than 300 members to 2 delegates. Delegates are entitled, however, to cast 1 vote in the convention for every 25 members they represent. The International Union pays to the locals $5 a day, including Sundays, for the attendance of each delegate, and necessary cost of transportation.

The constitution is amended in the convention by a two-thirds vote.

Officers.—The officers are a president, 7 vice-presidents, and an organizer; they constitute the executive board. The duties of secretary and of treasurer are performed by the president. This, and many other features of the constitution, including the financial system, are copied from the Cigar Makers. The officers are elected by the convention.

Membership.—Every person engaged in the piano or organ industry, who is 18 years of age, and has been in the occupation at least 3 years, excepting a foreman, is eligible to membership, provided he is of good moral character and a competent workman at his branch of the trade.

Persons learning piano and organ making are required to serve 3 years before they are eligible to admission to the union.

Cards.—Any member who leaves the jurisdiction of his local must provide himself with a traveling card on pain of a fine of 50 cents. On getting employment in another place he must deposit his card with the nearest union on pain of a fine of 10 cents a day for 30 days, and suspension at the end of that time.

Discipline.—General officers are tried for any misconduct by the executive board, with a right of appeal to the general vote.

Local unions can not impose fines greater than $10, except with the approval of the international executive board. All fines of $5 and upward must be reported to the international president, with the names of those fined, for publication in the official journal.

Finances.—The essential features of the financial system are patterned after those of the Cigar Makers' International Union. There is a uniform initiation fee of $5 and a uniform weekly payment of 10 cents. In paying initiation fees, dues, assessments, or fines a member buys adhesive stamps representing the amount and attaches them in proper places in his membership book. Local unions are permitted to spend for local purposes, including the picketing of shops during strikes, a percentage of their gross receipts, which varies with the number of members of each local—60 per cent for 30 members or less, 50 per cent for 30 members to 50 members, 40 per cent for 50 members and upward. The president draws from time to time on such locals as he may select for such sums as are needed to support the central office. At the end of each year the funds remaining are equalized among the several locals by remittances from those which have paid out less than their per capita share for national benefits to those which have paid out more. The constitution of the Piano Workers, like that of the Cigar Makers, provides for the appointment of financiers, whose duty is to examine the accounts of the local unions and report to the central office.

The financial secretary of each local union is required to send to the international president every month an itemized statement of receipts and expenditures and a detailed account of all changes in membership. A financial secretary who sends false reports is liable to a fine of $2. Each local is required to elect a finance committee of 3 members, whose duty is to examine the financial accounts of the secretary and the treasurer and report to the international president. Failure in this duty entails a fine of $2.

Local unions may levy an assessment, by a two-thirds majority of those voting, for any purpose except to help an unauthorized strike. Local assessments in aid of a strike in another trade are limited to 50 cents a week and can not be levied for a longer period than from one meeting to another.

The aggregate receipts and expenditures of the local unions since August 1, 1898, have been as follows:

	Receipts.	Expenditures.
Year ending Aug. 1, 1899	$30,200	$18,330
Year ending Aug. 1, 1900	34,980	33,962
Aug. 1, 1900, to June 1, 1901	37,062	29,290

Benefits.—*Sick benefit.*—After 6 months of continuous membership one who is sick or disabled for at least 2 weeks, provided the sickness is not caused by intemperance, debauchery, or other immoral conduct, is entitled to a sick benefit of $5 a week. This benefit can not be drawn for more than 6 weeks in any calendar year, beginning July 1 and ending June 30. Local unions are expected to appoint visiting committees of at least 3 members, whose duty is to visit the sick at least once a week, no 2 members of the committee at the same time. Failure to perform this duty is punishable by a fine of 50 cents. Any member who is taken sick while traveling may draw his benefit by depositing his card with the union under whose jurisdiction he is. An officer who grants sick benefits otherwise than as provided in the constitution is liable to a fine of $25.

Death benefits.—On the death of one who has been a member for 1 year, a death benefit of $50 is paid.

Strikes.—When any local union gets into a dispute with employers, it must report the case to the executive board through the president. The executive board has power to authorize a strike unless the difficulty involves 50 members or more. In such cases the question must be submitted to a general vote of the members. An appeal to the general vote may be taken in any case in which the executive board refuses to authorize a strike. In all cases a two-thirds majority of the members voting is necessary. Without the approval of the executive board or of the members at large no strike can legally be begun. All votes of local unions on strike questions must be by secret ballot. It is forbidden to approve or sustain a strike for an increase of wages between June 1 and September 1 or between January 1 and March 1; but this does not apply to strikes against reduction of wages or against the truck system or against the introduction of the contract system.

Members who participate in an authorized strike are entitled to $5 a week for

16 weeks, beginning with the second week of the strike, and to $3 a week thereafter until the strike is ended. The local secretary must send to the international president every week a complete itemized statement of strike expenditures. The constitution provides for a sinking fund or emergency fund, which is never to be suffered to fall below $3 a member.

Lockouts.—The constitution says that "a declaration on the part of an employer or combination of employers to the effect that their employees must cease their connection with the union or cease to work, or any combination entered into by any number of employers for the purpose of throwing their employees out of employment without any cause or action on their part, shall be deemed a lockout." A reduction of wages does not constitute a lockout.

Obtaining employment.—A shop delegate must be chosen in every shop. One of his duties is to collect the amounts due from members to the local. Another is to report to the local corresponding secretary every opportunity for employment. If he neglects this duty, or if the corresponding secretary fails to designate an unemployed member for a vacancy, a fine of $1 is to be levied on the delinquent; and any member who knows where a job is open and does not report it to the corresponding secretary is subject to the same fine.

Labor Day.—The constitution lays a fine of $2 on any member who works on Labor Day.

Union label.—A union label has been adopted, which may be pasted on each instrument made in a strictly union shop. If a manufacturer operates more than one shop, he can not use the label in any unless all are strictly union. If one who already has one factory establishes another in another place, he can not use the label unless the rate of wages in the second shop is at least as high as in the first. One who makes instruments for another manufacturer can not use the label unless he pays at least as high wages as the other. An instrument which is made both in union and in nonunion shops can not bear the label.

Journal.—The Piano and Organ Workers' Journal is supported by a per capita assessment of 25 cents a year, and is sent to all members. The subscription price to outsiders is $1 a year.

THE INTERNATIONAL WOOD CARVERS' ASSOCIATION OF NORTH AMERICA.

History.—The International Wood Carvers' Association of North America was established in 1883. It includes carvers in wood and modelers in clay, wax, and other materials. The number of locals and the number of members as reported by the secretary for recent years are as follows:

Year.	Locals.	Members.	Year.	Locals.	Members.
1892	20	1,707	1897	8	749
1893	16	1,433	1898	10	983
1894	10	871	1899	23	1,776
1895	8	785	1900	25	1,859
1896	8	804	1901 (June)	26	2,038

The Wood Carvers have complained that the Wood Workers receive carvers into their organization. In 1900 the Wood Workers proposed an amalgamation of the two unions, with autonomy to the Carvers as to all the affairs of their trade. The Carvers rejected this proposition.[1]

General aims.—The Wood Carvers' Association mentions among its objects the regulation of the apprentice system, the insurance of the tools of members, the abolition of contract and piece work, and the establishment of a normal 8-hour workday. The convention of 1900 adopted the following preamble to the constitution:

"Whereas we, the wood carvers of North America, realize that unity of action and organization are of stringent necessity for the protection of our rights and against the growing aggressiveness of combined capitalists; we therefore have adopted the following constitution as a guide for our action and to maintain and

[1] Carvers Convention Proceedings, 1900, p. 31.

advance the standard of life, the rate of wages, and to assist the labor movement in general. To accomplish the latter we must employ labor's most powerful weapon, which is independent political action, so that labor's interest be represented in all branches of local, State, and national administrations."

A preamble proposed by the New Haven branch, declaring that all means of production and distribution ought to belong to the people in common and be operated for the common good, was defeated by a vote of 27 to 2.[1] But the convention adopted unanimously a resolution in favor of national, State, and municipal ownership of all public utilities.

Convention.—The constitution provides that the convention shall be held triennially on the third Monday in September. Special conventions may be called by vote of two-thirds of the locals. The regular convention which should have been held in 1899 was postponed by popular vote to 1900.

A local which has 20 members and less than 100 is entitled to 1 delegate; from 100 to 200 members, 2 delegates; from 200 to 400 members, 3 delegates; over 400, 4 delegates. One delegate may cast the full vote to which his local is entitled, but no local can give its proxy to the delegate of another local. A local with less than 20 members may unite with the nearest local of similar size in sending 1 delegate. Delegates are paid $2.50 a day and railroad fare out of the general treasury.

Constitutional amendments.—The constitution may be amended either by a two-thirds vote of the convention or by a vote of the locals on propositions submitted by or through the central committee. A two-thirds majority is necessary. Resolutions other than proposals to amend the constitution may be submitted to a general vote in the same way, and may be carried by a simple majority.

Officers.—The Wood Carvers' Association has no president. Its officers consist of a central committee of six and a board of supervisors of five. The central committee is composed of a secretary, an assistant secretary, a treasurer, and three trustees. As a committee it has general executive control of the association, and is directed to pay particular attention to contemplated strikes. The board of supervisors is a board of visitation and appeal. All decisions of the central committee are subject to appeal to it, and it is provided that it shall "control the action of the central committee in its administration." It has power to suspend any member or members of the central committee for dereliction of duty.

The several officers, in their separate official capacities, perform the usual duties of their positions. The secretary receives all money from locals and turns it over to the treasurer. The secretary is bonded for $2,000 and the treasurer for $4,000. The secretary is directed to "issue a monthly report, giving the number of working hours per week, pay per hour, state of trade, number of shops in city, and men employed, etc., with admissions, clearance cards, and honorable suspensions granted and received, and also expulsions." The trustees have general supervision over the property of the association, and are expected to audit all bills, to attest all orders drawn on the treasurer, and also to attest all bank checks and drafts drawn against association money.

The members of the central committee are elected by the local union of the town selected by the international convention for the holding of the succeeding convention. The term of office is 3 years. The board of supervisors is elected by the local union of some other town, designated by the convention. The local which elects the central committee is responsible for any defalcation of the secretary or the treasurer.

Up to 1900 the Wood Carvers had had no officer who devoted his time to the organization. The secretary's duties were divided between a financial secretary and a recording and corresponding secretary. The convention of 1900 determined to establish the office of general secretary, and to pay for the full time of its incumbent. This convention fixed the following salaries: General secretary, $18 a week; assistant secretary, $60 a year; treasurer of the central committee, $75 a year; 3 trustees, each $20 a year; secretary of board of supervisors, $15 a year; 4 other members of the board of supervisors, 50 cents a meeting.[2]

Local associations.—A local association may be established on the application of 10 wood carvers. The local is required to hold meetings at least twice a month, and to "make statistical researches into the condition of their members with regard to wages, working hours, and the state of trade," and report to the central committee. These reports seem to be quite generally prepared by the local officers, and a tabulated summary of them is published monthly by the secretary.

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[1] Convention Proceedings, 1900, p. 2. [2] Ibid, p. 47.

Membership.—The constitution does not define the qualifications for membership nor fix the method of admission.

Honorary members.—Members who have attained the age of 60 years, and have been members in good standing for 10 years consecutively, may be enrolled as honorary members, free of dues and taxes, except death assessments. Such members have voice but not vote in the association.

Apprentices.—The Wood Carvers' Association allows 1 apprentice to firms employing only 5 men on the average during the year, 2 to those employing 10 men, 3 to to those employing 15 men, and 1 additional apprentice for each additional 25 men. Apprenticeship is to cease 4 years from entering the trade. After working at the trade for that period, if a man has reached the age of 18, the rules forbid that he be allowed to work as an "improver" at less than the regular wages. He must take his chances as a journeyman.

Upon payment of the quarterly per capita tax and one-half of each death assessment when levied (but without local dues) registered apprentices are entitled to one-half of the amount of insurance paid for the loss of tools, to one-half of the amount paid to single men when on strike, and to a death benefit of $50.[1]

Clearance certificates.—A clearance certificate must be granted to any member who is working under the jurisdiction of another local, on payment of all dues, fines, and assessments. The membership card must be shown to the delegate upon entering a shop; otherwise the privilege of going to work must be denied.

Discipline.—The association provides for the bringing of charges by any member against another whom he believes to have willfully injured him through unfair means, and for the infliction of a penalty of not less than $5, if the person accused is found guilty after a fair investigation. Members who make charges and fail to substantiate them must pay a fine of not less than $5. An appeal lies from the local to the central committee, thence to the board of supervisors, and thence to the convention.

Finances.—The charter fee for new locals is $10, including the cost of an outfit of stationery, but apparently not the cost of a seal. The per capita tax is 50 cents every 3 months. Of this sum 30 cents goes to the general fund, 5 cents to the insurance fund, and 15 cents to the defense fund. The last can be used for strikes and lockouts only, and the constitution requires that it be maintained at a minimum of $1 a member. The central committee has power to levy assessments to meet any deficiency. Special assessments are regularly levied to pay death benefits.

The treasurer is forbidden to retain cash in hand exceeding $25. All sums above this amount are to be deposited in such bank as the central committee may select. The local association which elects the central committee is to be responsible to the international association for all losses sustained by defalcation of the financial secretary or treasurer. The bonds of these officers are executed in favor of the local union which elects them, but the premium on them is paid by the general body. The same local union which elects the central committee elects also an auditing committee of 3, which is to investigate all the financial business of the union quarterly and to report to the board of supervisors.

The receipts and expenses for 1899 and the balances in the several funds at the end of that year were as follows:

	Receipts.	Expenses.	Balance.
General fund	$1,229	$758	$1,007
Fire insurance	377	114	2,305
Strike fund	707	171	2,122
Death benefit	1,473	1,600	341
Organization	499	543	124
Total	4,285	3,186	5,899

Benefits—*Death benefit.*—Upon the death of any member in good standing, $50 is paid to his wife, next of kin, or legatee. If the member has been in good standing for 6 months the payment is $150. The death benefit fund is maintained by

[1] Convention Proceedings, 1900, p. 37.

assessments of 25 cents each, which are to be levied whenever the fund falls below $500. The following payments have been made from the fund in recent years:

Year ending August 31—	Benefits of $150.		Benefits of $50.	
1897	7	$1,050	1	$50
1898	12	1,800		
1899	7	1,050	2	100
1900	12	1,800		
Total	38	$5,700	3	$150

Tool insurance.—The Wood Carvers' Association maintains a fund to insure the tools of its members against fire or unavoidable accident by a tax of 5 cents per member quarterly. If the amount of this fund proves insufficient to cover losses, the central committee is empowered to levy a tax sufficient to make up the deficit. The payment in case of loss is limited to $30. During the 4 years from September 1, 1896, to August 31, 1900, $354.40 was paid from this fund to 19 members. The balance in the fund grew from $1,754.25 on January 1, 1897, to $2,407.83 on September 11, 1900, in spite of transfers of $125 to the general fund and $150 to the organization fund. During this time, however, the quarterly tax for the insurance fund was 8 cents.

Legal protection.—The locals are recommended to give their members all necessary legal protection.

Strikes.—Local associations are expected to apply to the central committee for sanction before ordering a strike. They may strike upon their own responsibility, but are not entitled to the benefit of the strike fund until the central committee has approved their action. When a strike is sanctioned, the strike benefit is $8 a week for married men and $6 for single men after the first week; but if the strike lasts longer than 8 weeks, the benefits to be paid after that time are to be fixed by the central committee.

Between January 1, 1892, and September 1, 1896, locals applied to the central committee of the Wood Carvers' Association for sanction of strikes on 30 occasions. Seven times sanction was refused; 23 times it was granted. Of the 23 strikes sanctioned, 10 were reported successful, 8 were reported unsuccessful, and of 5 the result was reported unknown. Between September 1, 1896, and September 1, 1900, 13 applications were made. Three were refused. Of the 10 which were approved, 2 were for reduction of hours, 3 for increase of wages, 2 against reduction of wages, and 3 for other causes. Two were won, 2 were lost, 4 were partly successful, and the result of 2 is unknown.

On the other hand, according to the report of the secretary of the American Federation of Labor for the year ending October 31, 1900, the union reported to him that it had won 10 strikes during the year, compromised 3, and lost 2. About 150 persons were involved, of whom 125 were benefited. The cost of the strikes was $1,016. These statements are apparently inconsistent with those above, taken from the published reports of the organization.

Between January 1, 1897, and September 11, 1900, the strike fund, maintained by a quarterly tax of 15 cents on each member, grew from $83.03 to $2,250.41. The expenditure for strikes during this period was $887.36, and $125 was transferred from the strike fund to the general fund.

Hours of labor.—The association provides that no shop shall increase its normal work day, and that the several local associations shall prohibit their members from working overtime.

Piecework.—Local associations are required to prohibit their members from establishing piecework in any shop. This provision has, of course, no application to shops in which piecework already exists. The convention of 1900, however, adopted a resolution declaring that the piecework system had given rise to abuses that wrought grievances to the members, and instructing the local and national officers "to arouse all members against this obnoxious piecework system and make all possible efforts to have it abolished." The convention also resolved that no subcontractor should be an active member of the organization.[1]

Official journal.—The convention of 1900 determined to publish a monthly journal under the control of the central committee. It was resolved that the discussion of economic subjects in a nonpartisan spirit should be allowed in the journal.

[1] Convention Proceedings, 1900, pp. 5, 37.

COOPERS' INTERNATIONAL UNION OF NORTH AMERICA.

History.—The Coopers' International Union of North America was organized in 1890. It includes workers on slack barrels for holding dry substances, on tight barrels for sundry liquids, and on beer barrels. The secretary reports the number of locals and the number of members as follows:

Date.	Locals.	Members.
September, 1897	82	1,6[illegible]
September, 1898	57	2,4[illegible]
September, 1899	72	3,2[illegible]
September, 1900	93	4,3[illegible]
March, 1901	113	About 5,0[illegible]

General aims.—The Coopers propose the following objects in the preamble of their constitution: To prohibit the employment of children under 16; "to gain some of the benefits of labor-saving machinery by a gradual reduction of the hours of labor;" to abolish contract convict labor; to secure protection against imported pauper labor; to demand the repeal of all conspiracy laws that abridge the rights of labor organizations; to encourage the adoption of proper apprentice laws; to secure the employment of members in preference to nonunion men; to secure recognition of the union and contracts for the maintaining of strictly union shops; to settle differences with employers by arbitration; "to cooperate with bosses to advance the price of making and the price of barrels when practicable;" "to make industrial and moral worth—not wealth—the true standard of individual and national greatness."

Convention.—The convention is held biennially. Locals are entitled to one delegate for 50 members or less, and one additional delegate for each additional 50 members or major fraction thereof. No delegate can cast more than one vote. Each delegate must be an active cooper, and must have worked at the trade at least 3 months before his election. He must have been a member in good standing for 6 months, if his local has existed so long. No local can be represented unless all money due the international union has been received by the secretary-treasurer at least 3 days before the convention. The expenses of delegates are paid by locals.

The members of the national executive board have seats and votes in the convention whether or not they are delegates.

Constitutional amendments.—An amendment may be adopted by popular vote on the proposal of any local seconded by one-third of all of the locals. An affirmative majority of two-thirds is necessary to carry an amendment, and the vote is void unless half of all the members take part in it. But the constitution may be amended by a majority vote at the convention.

Officers.—The officers are a president, three vice-presidents, a secretary-treasurer, and a general organizer; all are elected at the convention, and a majority vote is necessary. The president, the three vice-presidents, and the secretary-treasurer constitute the general executive board. The secretary-treasurer and the general organizer receive $21 a week apiece. Three hundred dollars a year is allowed to the secretary-treasurer for clerk hire. The general organizer is allowed mileage and hotel bills in addition to his salary, but no other expenses. The members of the executive board receive for attendance at meetings $4 a day for actual time lost, railroad fare, and $2 a day for hotel expenses.

Local unions.—A local union may be formed by any seven coopers or machine operators working at the trade, with the consent of the nearest local, or with the approval of the executive board notwithstanding the objection of the nearest local. A local is forbidden to withdraw from the international union, or dissolve, so long as seven members in good standing object.

Membership.—An applicant for membership must sign a regular application blank, and have it certified by a member in good standing as a voucher for his fitness. Employers and foremen may be enrolled, subject to payment of dues and assessments, but can not be initiated. Such membership does not give a right to a transfer or traveling card. Members of cooperative shops working in their own establishments are entitled to full membership. Candidates are received by a majority vote of the local after recommendation by the committee. One who has been expelled, suspended, or rejected by any local can not be received by any other local except with the consent of the first.

Apprenticeship.—No member can take an apprentice without the consent of his local. No apprentice can begin under 16 years of age. Not more than 1 apprentice can be allowed for every 10 members of the local. The apprentice must serve 3 years at the bench, and the local may decide what wages he shall receive during the term. The secretary explains that while the apprentice law is applied in machine factories as well as among hand coopers, it is not attempted to apply it in organizing machine factories that have not been organized before. At such times all workmen are taken in, provided they are men of good character. When union control of the shop is once established, an experience of 3 years is required for admission to the union.

Cards.—A transfer card is granted on payment of all dues to date of application, together with a fee for the card, not exceeding 25 cents. Such a card must be received by any local without any extra charge. If, however, the local in which it is deposited is in the same State as that which issued it, and has a higher initiation fee, the difference in initiation fee may be collected. This can not be done if the locals are in different States; but in any case a local which has a higher initiation fee is not obliged to pay sick and death benefits to a member who comes from a local with a lower initiation fee.

A traveling card is issued, good for any time not exceeding a year, on payment of all dues in advance for the full period of the card, together with a fee not exceeding 25 cents.

If a member gets employment in a strictly union shop in a place other than that where his own local is situated, he must transfer his membership within 2 weeks to the local which has jurisdiction of the shop, unless he holds a traveling card or other card showing dues paid in advance. In that case membership must be transferred within 2 weeks after the card expires.

Discipline.—Charges against any member must be made in writing, but the name of the person who makes the charge is not to be made public. When the charges have been read to the local by the secretary they are referred to the local board. The board cites the member to appear before it at a fixed time and place. He may select any member to appear as counsel for him. If the board finds the defendant guilty it fixes the punishment. An appeal lies to the general executive board.

Finances.—The charter fee for new locals is $10. Fifty cents is paid into the national treasury for each new member initiated and for each suspended member reinstated. The per capita tax is 25 cents a quarter. All locals are obliged to buy their stationery and supplies from the central office, and this is a source of some revenue. The local initiation fee may not be less than $1 nor more than $10. Any member who is in arrears for 3 months is to be suspended, and is not entitled to benefits for 30 days after he is reinstated.

Strikes.—All difficulties with employers must be referred first to the local executive board, which constitutes a board of arbitration, and which alone has power to order strikes. But no board can order a strike until two-thirds of the members concerned have voted for it by secret ballot.

Locals are required to notify the secretary-treasurer "before going on strike or as soon thereafter as possible," giving full particulars of the trouble, the number of members in the local, and other circumstances. The secretary-treasurer must lay the case first before the executive board, and then before all the local unions. Any local which fails to send in its vote within 2 weeks after receiving the notice is to be fined 50 cents for each member in good standing. The approval of the majority of the locals (not the majority of members) is necessary to sanction a strike. "Cases where discrimination is used by an employer against a member, the reduction of the scale of wages and hours, shall be sufficient cause for a local to declare a strike without sanction from the general officers."

Members in good standing involved in an authorized strike are entitled to $4 a week, but no benefit is given for the first 3 weeks. Not more than one strike can be legalized at a time, and the executive board can declare strike benefits at an end whenever they think it necessary. A local is not entitled to strike benefit until it has been organized 3 months.

The union reported to the Federation of Labor in the fall of 1900 that it had won 15 strikes during the preceding year, compromised 3, and lost 7; 3 were still pending. Five hundred persons were involved, of whom 415 were benefited. The cost of the strikes was $3,140.

Boycotts.—Locals are forbidden to place any concern on the unfair list without the consent of the general executive board. This consent is not given till the board has made its own investigation and its own attempt at settlement. The secretary says: "The general executive board always tries by every honorable

means to reach an honorable settlement before declaring a firm unfair. We wri them a nice letter on the subject. Some employers positively decline to correspon with us. In that case we consider them unfair; but even then we sometimes sen a representative to see them in person. In response to our attempt at settlemer we sometimes receive insulting letters, containing threats of prosecution and suc assertions as 'We don't want anything to do with the people you represent: w propose to run our own business.' In those cases we usually conclude that suc employers are unfair. In all cases we try by every honorable means to settle di putes, disciplining if possible our own members when they are proved to be in th wrong."

Machinery.—For several years the union fought against the introduction o machinery in the trade. It would not admit machine coopers, and would no allow its members to operate machinery. Its representatives asked the America Federation of Labor convention of 1895 to declare against ale and beer package made by machinery and in favor of hand made. A representative of the Brewer expressed the opinion that the convention could not go on record as fightin machinery, and that it would be better for the Coopers to organize the men in th machine cooperage factories. This view was adopted by the convention.[1]

At the American Federation of Labor convention of 1898 a representative of th Brewers introduced a resolution which recited that the Coopers' Union had failed to comply with the resolution of the American Federation of Labor convention o 1895, instructing it to organize the machine coopers, and were even trying to use the power of the American Federation of Labor in fighting a hopeless battle against the use of machinery in the coopers' trade. The resolution, as offered, would have instructed the Coopers' Union to organize the machine cooper shops at the earliest possible date. The convention declined, out of respect to the autonomy of the Coopers' Union, to pass a resolution of instruction, but it indicated its approval of the policy which the resolution suggested.[2]

In September, 1899, the laws of the organization were so changed as to provide for the admission of machine coopers' unions. The report of the executive council of the American Federation of Labor to the convention of the Federation held the next December contains the following passage: "A peculiar condition of affairs was presented to us by reason of the coopers' union in Milwaukee refusing to permit their members to work on machines. The Pabst Brewing Company, a union house, required additional cooperage in order to supply the trade. This supply was impossible without the operation of machines. The coopers' union assumed the peculiar attitude of giving the company permission to purchase cooperage made by nonunion men, or boys, or made by machinery, or made by nonunionists by machinery, but refused to allow its members to operate the machines. The company, desirous of operating a union establishment, refused to purchase nonunion cooperage. The union directed its members to strike, and, as a result, affected all other trades employed in the brewery. It would have resulted in a lockout; and employers of Milwaukee generally refused to enter into agreements with our various unions unless they could be assured that a union house, desirous of conducting its affairs upon union conditions, might be assured of fair treatment. The officers of several international unions affected protested against the course being pursued by the coopers' union, and insisted that an adjustment on trade-union lines ought to be effected. Our good offices were invoked, and, notwithstanding a protracted controversy, it is with pleasure we report that the matter has been entirely adjusted. The Coopers' International Union has determined to recognize the machines and to permit its members to operate them, providing fair union conditions are obtained."[3] It should be noticed that it was the Milwaukee branch, and not the Coopers' International Union, which assumed the peculiar attitude that Mr. Gompers criticizes. The president of the international union was a member of the Milwaukee local, and was partly responsible for its action; but he was not sustained by the other officers or by the members generally.

The coopers of Detroit went on strike in the summer of 1900 to enforce the right to operate machines.[4]

Cooperative shops—Employees.—At the convention of the American Federation of Labor, held in December, 1899, immediately after the Coopers' Union had voted to take in machine men, a protest was received from the local union of machine coopers in Minneapolis, declaring that to place them under the jurisdiction of the Coopers' Union would be to place them at the mercy of their employers. The members of the Coopers' Union, according to the statement, were almost all stockholders

[1] Convention Proceedings, 1895, p. 91.
[2] Convention Proceedings, 1898, pp. 64, 136.
[3] Convention Proceedings, 1899, p. 57.
[4] American Federationist, August, 1900, p. 248.

in cooperage plants, and machine coopers were employed by them. If the machine coopers were compelled to join the Coopers' Union, these union employers would be entitled to free admission to their meetings. Moreover, since the machine coopers were in the minority, they would be controlled by their employers even in the union itself. The convention of the Federation, however, still thought it advisable that all coopers be brought under the jurisdiction of the Coopers' Union.[1] The complainants are now organized within the international body, but as a separate local.

Hours of labor.—The constitution names 8 hours as the maximum of a day's work. This is understood and treated, however, as a declaration in favor of an 8-hour day, and not as an ironclad rule.

Labor Day.—Each local union may require the observance of Labor Day by its members, under such regulations as it may fix.

Piecework.—The most of the work of the coopers is done by the piece.

Union label.—The coopers have found it desirable to use two different labels; one for "slack" cooperage, which holds dry articles, such as flour, apples, and potatoes, and another for "tight" cooperage, designed for liquids. On slack barrels the label is printed with a rubber stamp. Tight barrels are often painted; and it is found desirable, largely on this account, to press the label into the wood.

Union stamps or labels are furnished free of charge to strictly union shops. No shop is considered strictly union unless all coopers and machine operators are members of the Coopers' International Union, nor unless the apprentice laws of the International Union are complied with. If one manufacturer operates more than one shop in the same locality he can not use the stamp unless all his shops are union. In order to use the stamp a shop must employ at least one journeyman cooper.

The union label was adopted in 1896. In the summer of 1900 the general secretary estimated that 10 per cent of the output of the trade was sold under the union stamp. The Coopers complain that union-made goods, such as beer, are often put up in scab barrels and yet bear the label of the union whose members made the goods. They try to induce unionists to look out for the label of the coopers, as well as for the labels of the brewers or other workers. They have proposed to the Brewery Workmen that the two unions adopt a joint label; but the Brewery Workmen have not consented. The Brewery Workmen have of late shown considerable activity, however, in demanding that the breweries use union-label cooperage.

In April, 1901, the secretary wrote: "The demand for union-labeled barrels has become so great that we are having difficulty in supplying it. We have found the label to be our main hold."

Official journal.—The official journal is a monthly paper, printed partly in English and partly in German. The constitution directs that the union labels of all labor organizations be printed in it each month. No advertisements may be accepted but those of firms "known to be fair to organized labor." The journal is sent free to all members.

CARRIAGE AND WAGON WORKERS' INTERNATIONAL UNION OF NORTH AMERICA.

History.—The Carriage and Wagon Workers' International Union of North America was organized on August 10, 1891. There had existed previously District Assembly 247, the Carriage Workers' National Trade Assembly of the Knights of Labor. The union embraces blacksmiths, wood workers, painters, and trimmers. In some places, where many are employed, the different trades are organized into separate locals. Thirty-five local unions were reported in August, 1900, and 1,070 members, of whom 20 were women. The number of locals reported at the end of each fiscal year, August 10, is as follows: 1892, 15; 1893, 17; 1894, 17; 1895, 16; 1896, 14; 1897, 12; 1898, 10; 1899, 20; 1900, 35.

During 1900 the officers submitted to the members a proposition to withdraw from the American Federation of Labor and join the Socialist Trades and Labor Alliance. A similar proposition had been rejected by the previous convention. The executive council of the American Federation of Labor in its report to the convention of 1900 declared that it had every evidence that the members of the organization were not fairly represented by their officers. This may be indicated

[1] Convention Proceedings, 1899, p. 129.

by the fact that the proposition to withdraw from the American Federation of Labor was defeated by the popular vote. It has been reported that the officers defeated in their purpose to carry the organization with them, have planned to break it up.[1]

The officers, on their part, make the same kind of accusations against the conservatives—accusations of scabbing and trying to destroy the organization—which the conservatives make against them and other Socialists. They appear, however, to be out of harmony with the general policies of the trade-union movement. They seem, for instance, to despise the union label of their own organization.[2]

Objects.—The Carriage and Wagon Workers name among the objects of their organization, to uphold a fair rate of wages, to lessen the hours of labor, to educate the worker in economic and political questions, and to try to replace strikes by arbitration and conciliation.

The preamble of the constitution is as follows:

"Recognizing that organization is necessary to secure the amelioration of the condition of our fellow-craftsmen, better remuneration for our labor, the regulation of the hours constituting a day's work, and the elevation of ourselves socially, morally, and intellectually, we have organized the Carriage and Wagon Workers' International Union of America."

Conventions.—The constitution of the Carriage Workers provides that conventions shall be held at such time and place as a general vote shall determine. Each local union has one delegate, irrespective of the number of its members.

No convention has now met since 1896. A proposition to hold one in 1900 was defeated by the popular vote.

Constitutional amendments.—The constitution can not be altered or amended except by a general vote.

Officers.—The Carriage and Wagon Workers have no president. Executive power is lodged in the hands of an executive board of seven members. Supervisory power is in a board of appeals of seven members, to which appeals from the decisions of the executive board, the secretary-treasurer, and other officers of the International Union or of local unions may be made. A further appeal lies to the whole body of members, on demand of two local unions in different cities.

These two boards are not composed, wholly or in part, of officers performing other duties in the union. The other officers are a secretary-treasurer and an undefined number of organizers. Such officers are chosen by popular vote, upon the Australian system. Nominations are made by locals, and any union which fails to make nominations is fined $5. The secretary-treasurer furnishes printed ballots, bearing the names of the candidates who have been nominated and have accepted the nomination, arranged in alphabetical order, with the names of their local unions, and with the names of the offices for which they are nominated. Any member who fails to vote in the election is fined 25 cents, unless he is reported sick or holds a traveling card.

The executive board is elected by the local unions of the place from which the secretary-treasurer is chosen. The board of appeals is elected by the local unions of another town, which is designated by general vote.

In every election a majority is necessary for a choice; if no choice is made in the first ballot, a second ballot is held, in which all candidates are dropped except the two who have received the highest votes.

The secretary-treasurer gives bonds for $2,000, and receives a salary of $50 per year, together with $4 a day while attending the convention, and railroad fare to and from the convention. The organizers receive $15 a week, with railway fares and hotel expenses, to be determined by the executive board.

The secretary of each local union is required to collect statistics regarding the hours of labor, the wages of day workmen and of piece workmen, and all matters of interest which the international secretary-treasurer may demand, and make a full report to the secretary-treasurer every 3 months.

Membership.—The Carriage Workers provide that a member engaging in the sale of intoxicating liquors shall not remain in any local union. There is no further mention of qualifications for membership except in connection with charter members of locals; they are required to be persons working at the carriage and wagon industry or allied branches, and to be persons of good moral character.

The Carriage Workers have a provision for the election of honorary members, apparently persons not directly connected with the craft, by a two-thirds vote of any local union. "No man who follows a calling violative of the laws of morality shall be elected an honorary member."

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[1] American Federation of Labor Convention Proceedings, 1900, pp. 68, 69.
[2] See Carriage and Wagon Workers' Journal, January, 1901, p. 120.

Traveling and transfer cards.—Any member who wishes to travel may obtain a traveling card, good for 3 months. It entitles him to recognition and assistance on any local of the International Union. If a member wishes to transfer his membership from one local to another, he must pay up all dues and assessments and a fee of 25 cents for a transfer card.

Finances.—The revenue of the International Union is derived from a per capita tax of 20 cents a quarter. There are no restrictions on the initiation fees or dues of the local unions. Payment of all initiation fees, dues, fines, and assessments is evidenced by adhesive stamps, which are pasted in the member's book, canceled and dated.

The receipts and expenditures in certain years have been as follows:

Fiscal years.	Receipts.	Expenditures.
[illegible]	$523	$540
[illegible]	691	612
[illegible]	659	633
[illegible]	1,292	1,041
[illegible]		

Strikes.—Any local union which is about to present a demand or grievance must notify all its members to be present at a regular or special meeting, when a vote by ballot shall be taken, and a two-thirds majority is necessary to determine that the union will insist upon the demand or grievance. If such is the decision, the union must send to the international secretary-treasurer a statement of the grievance and of the action of the union. The secretary-treasurer is then to proceed to the place of difficulty, personally or by deputy, and, if possible, effect a settlement. No member is allowed to work in the shop where trouble exists while the grievance is pending. Strike benefits are paid only from the date of sanction by the executive board. If sanction is refused, the union must declare the strike off, and if it fails to do so it may be suspended at the option of the executive board.

The strike benefit is $3 per week for single men and $5 per week for married men and for single men with others dependent upon them for support. A local union must be organized 6 months before it can be entitled to strike benefits.

To create a strike fund, the executive board has power to levy an assessment of not more than 10 per cent, nor less than 1 per cent, of the amount earned by each worker per week. Such an assessment can not be levied oftener than once in 3 months except in case of strike or lockout, but in such cases an assessment may be levied weekly.

The union reported to the Federation of Labor in the fall of 1900 that it had won 4 strikes and lost 2 during the preceding year. Three hundred persons were involved, of whom 120 were benefited. The cost of the strikes had been about $2,800.

Hours of labor.—The convention of Carriage Workers in 1896 adopted the following resolution:

"Whereas the unscrupulous competition has manifested itself in the ranks of the carriage and wagon craft, as well as in the Manufacturers' Association; and

"Whereas it seems impossible for the great army of unemployed to obtain a mere subsistence under the present conditions of employment; and

"Whereas it has been demonstrated beyond any possible chance of controversy that the labor of the world can be accomplished in less than 10 hours: Therefore, be it

"*Resolved*, That the international union use its utmost efforts to reduce the hours of labor to such number as will insure to each worker of the craft an equalized state of employment and a more advanced state of civilization and education, and a strict enforcement of the child-labor laws."

In 1900 the secretary-treasurer reported that the prevailing hours were 10 a day, except in 6 local unions, which had obtained a 9-hour day.

Piecework.—The constitution of the Carriage Workers contains no provision about piecework. The secretary-treasurer reports that it is allowed under protest.

Journal.—The union maintains a monthly journal of 16 pages, for which a subscription price of 50 cents a year is charged. The executive board has power to levy an assessment for any deficit in the cost of it. One-fourth of the space, and no more, may be devoted to correspondence in the German language, and 3 or 4 pages are regularly printed in German. The journal is published under the super-

vision of the executive board, and the editor is chosen by general vote of the uni or unions where the executive board is located. The paper is an ardent advoca of socialism.

Union label.—The union label was adopted in 1894; 57 manufacturers were report to be using it on January 1, 1900, and in August, 1900, it was reported that 7,0 labels had been issued since the adoption of it.

The secretary-treasurer procures the official labels and distributes them to th local unions; but the local unions pay the cost of them. No shop is entitled t the use of the label unless every worker employed in it is a member of the unio in good standing.

CHAPTER X.

LABOR ORGANIZATIONS IN THE METAL AND MACHINE TRADES

NATIONAL AMALGAMATED ASSOCIATION OF IRON, STEEL, AND TIN WORKERS OF THE UNITED STATES.

History.—As its name implies, the Amalgamated Association is the result of the consolidation of various other orders and societies. The present order was organized at Pittsburg in August, 1876. The societies which were consolidated were known as the United Sons of Vulcan, consisting of boilers and puddlers; the Associated Brotherhood of Iron and Steel Heaters, Rollers, and Roughers of the United States, consisting of men employed at the furnaces and rolls, and the Iron and Steel Roll Hands' Union, composed of catchers, hookers, helpers, and others engaged about the trains of works. The oldest of these three bodies was the United Sons of Vulcan, which originated in Pittsburg, where a local union was formed April 17, 1858, known as Iron City Forge. It consisted exclusively of boilers. This order was founded by a few men who had held meetings secretly for some time for the purpose of discussing the advisability of organization. There was a fear at first that the order might be betrayed, and the employers might learn of all the features of the movement; and the consequent secrecy kept the order small until the year 1861. In that year, when, as a result of the civil war, a great revival in the iron trade took place, great efforts were put forth to extend the organization. Local forges were instituted in eastern Pennsylvania, New Jersey, Delaware, Maryland, West Virginia, Ohio, Kentucky, Indiana, Illinois, Wisconsin, and Missouri. A call was issued for a national convention to be held in Pittsburg September 8, 1862. At this convention a constitution and by-laws were adopted. The convention declared that the association should be known as the National Forge of the United States, United Sons of Vulcan.

Up to 1867 strikes and lockouts were inaugurated solely by the men employed in the mill where the grievance arose, and the financial support for members involved in labor difficulties was obtained entirely by voluntary subscriptions. At the convention held at Harrisburg in 1867 the system of legalizing strikes and supporting them systematically was adopted, and remained as then ordered until the amalgamation. The question of establishing sick and death benefits was brought before several conventions of the order, but the proposition was always defeated, the main object of the organization for years being to educate its members and to solidify those employed in the trade.

The second order, chronologically, which was merged into the new association was the Associated Brotherhood of Iron and Steel Heaters, Rollers, and Roughers. This order was instituted in August, 1872, with a general office at Springfield, Ill. The membership consisted chiefly of those who were in charge of furnaces and rolls in the finishing departments of the Western mills, but few of the members working east of the Allegheny Mountains. The organization lasted 4 years, or until the amalgamation which took place in 1876 as the result of the efforts of the order of the United Sons of Vulcan.

In the case of strikes, voluntary contributions were made for the support of those on strike or who were locked out. No sick or death benefits were established, and the legalizing of strikes was left entirely with local bodies, as was also the arranging of wages.

The third organization which became a member of the Amalgamated Associa-

tion was the Iron and Steel Roll Hands' Union, composed of catchers, hookers, helpers, and others engaged about the trains of works. This order was organized June 2, 1873, with its general office at Columbus, Ohio. The custom of legalizing strikes was the same as that which prevailed in the Associated Brotherhood of Iron and Steel Heaters, Rollers, and Roughers—that is, the ordering of the strike was left to the local bodies. Strike benefits were created through voluntary contributions, but neither sick nor death benefits were paid. This order had a brief life, practically struggling for existence until 1876, when it merged itself with the other organizations.

The organization has had its ups and downs, corresponding to a great extent with the ups and downs of the iron industry. Its first year was one of great success, but in 1878 the price of iron fell, and there were many strikes both against reductions of wages and against the "contract system," by which the first 4 weeks' wages and 25 per cent of all subsequent wages were retained to the end of the year, then to be paid to the men if profits should "justify such payment." In 1879 trade revived, and there was a cessation of strikes. In this year the first president, Joseph Bishop, resigned his office because his salary was reduced from $1,500 to $1,000. Mr. John Jarrett was elected president and held the office until 1883.

In 1881 it was voted to include Canada within the jurisdiction of the association, and colored men were made eligible to membership. This was the year of the organization of the Federation of Trades and Labor Unions, which has since become the American Federation of Labor. The Amalgamated Association took a prominent part in the formation of the Federation, and Mr. Jarrett was its first presiding officer. The Amalgamated Association left the Federation the next year, however, because the plank in favor of protection, which had been put into the platform of the Federation, was removed. In 1883 steel-rail manufacturers reduced wages 33⅓ per cent. In 1892 the association undertook the celebrated strike at Homestead.[1]

The number of sublodges of the Amalgamated Association in good standing, as reported at the convention of 1892, was 292, with 24,000 taxable members.[2] In 1895, 34,000 members, in 290 locals, were reported.

Conventions.—The convention meets annually on the third Tuesday in May. One-fourth of the whole number of representatives elected constitutes a quorum. "A sublodge with less than 100 members shall be entitled to 1 representative; a sublodge with 125 members shall be entitled to 2 representatives, and 1 representative for each additional hundred." Each representative is entitled to 1 vote, but must cast his vote in person. Representatives hold their office for 1 year. After their terms expire they continue to be permanent members of the convention, with the right to sit at any session of it; but they have no vote.

It is made the duty of one of the representatives of each lodge to forward to the secretary-treasurer the quarterly report of the lodge, together with all assessments levied by the national president, on or before the last days of March, June, September, and December. A lodge whose report for March 31 is not sent before April 10 loses its representation.

Representatives are elected annually, by written ballot, in the month of April. When 2 or more delegates are to be elected by a sublodge each ballot is to contain as many names as will make up a complete delegation. When one candidate has received a majority of all votes he is to be declared elected. On subsequent votes each ballot is to contain a sufficient number of names to complete the delegation. The candidate who has received the least number of votes is each time to be dropped. Delegates must be clear on the secretary's book, must be working at some of the trades which make up the association, and must have served 6 months in some office of the sublodge.

The actual railway fare of the delegates is paid by the national lodge; all other necessary expenses are paid by the locals.

A programme of business, containing any suggested alterations or amendments of the laws, originating either with the national officers or with any local lodge, is to be sent to each local by the secretary-treasurer 6 weeks before the convention. No resolution bearing upon matters of law or prices, not contained in the programme, can be entertained by the convention unless by consent of two-thirds of the delegates, except resolutions relating to the "base of scale," or minimum price of iron or steel on which the sliding scale of wages is based. An executive session is to be held at each convention with closed doors. The first business in executive session is the consideration and adoption of a scale of prices, and during such session no person may be present except the representatives to the national convention.

The constitution may be amended by a majority vote in convention.

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[1] See below, pp. 216, 217.

[2] Garroll D. Wright, The Amalgamated Association of Iron and Steel Workers, pp. 4–7, 14–19.

Officers.—The elective officers are a president; an assistant president, who is also the organizer; a secretary-treasurer; an assistant secretary; a managing editor of the Amalgamated Journal; three trustees, and a vice-president for each district or division of a district. The headquarters are fixed at Pittsburg, and it is required that the president and the secretary-treasurer live there.

All the officers are elected by the convention. The president is elected from among the delegates to the convention, or those who have been delegates at previous conventions. He is required to give all his time to the association. He gives a bond for $5,000, and his compensation is fixed by the convention. He has power to appoint vice-presidents and trustees when vacancies occur.

The secretary-treasurer is also elected from the delegates at the convention, or those who have been delegates at previous conventions. His bond is $25,000 and his compensation is fixed by the convention.

The vice-presidents are the chief executive officers within the several districts or divisions of districts in which they live. They are required to visit the several lodges of their districts once every 6 months, and to render such other assistance as the president may require. They are to appoint each three deputies to assist them, and the deputies are required to report to their respective vice-presidents every 3 months.

The board of trustees receive and hold the bonds of the president, secretary-treasurer, and assistant secretary, and they, together with the president and secretary-treasurer, audit all accounts of the association every 3 months. The trustees give bonds of $5,000 each, which are deposited with the president. The trustees and other officers constitute an advisory board to the president, "with whom he shall consult at his discretion."

All the national officers who do not devote their whole time to the association, including deputies, and also members of executive and conference committees, are paid for the time they lose in doing association work, at the wages they would have earned in the mill. When their mills are not working they are paid $2.50 a day for time devoted to the association.

In case of a vacancy in the office of president the vice-president of the first district is to assume the office temporarily, and call a meeting of the vice-presidents and other national officers to elect a successor for the unexpired term. In case of a vacancy in the office of secretary-treasurer his duties are performed by the president till the vacancy is filled by action of the officers.

Membership.—The constitution of the Amalgamated Association provides that it "shall be composed of all men working in and around rolling mills, tin mills, steel works, chain works, nail, tack, spike, bolt and nut factories, pipe mills, and all works run in connection with the same, except laborers." Laborers may be admitted at the discretion of the subordinate lodges. Any person employed as a foreman, superintendent, or general manager is ineligible to membership. A candidate must be proposed by a member of the lodge in good standing, and reported on by the committee at the next stated meeting. A ballot is then taken, and if two or more black balls appear the case is referred to a special committee. If the persons who cast the black balls fail to give their reasons, or if the special committee finds no good cause for rejecting the candidate, another ballot is taken, and a two-thirds vote is then enough to admit him.

Unskilled workmen and helpers.—Members are forbidden to give instruction to unskilled workmen in any of the trades represented in the association, on pain of suspension or expulsion.

The unskilled workmen here referred to are to be distinguished from the helpers in the skilled work. The secretary-treasurer of the association says, referring to this rule: "The ranks of skilled workmen are filled by men who fill the minor positions; hence we endeavor to prevent men from learning the skilled positions before they have served in the minor ones. If they were permitted to learn the skilled jobs first, it would necessarily mean that those holding the minor positions would have no opportunity for improvement."

Members are to have the privilege of hiring their own helpers without dictation from the management, and no member may discharge a helper except for just cause, or reduce the wages of a helper during the scale year.

Cards.—Every member must provide himself with a due card and a working card. Without a working card a member can not go to work in any mill controlled by the association. In removing from one place to another a member must provide himself with a withdrawal card. To obtain a withdrawal card one must be in good standing and clear on the secretary's books. Dues may be paid for not more than 1 month in advance, and the payment must be indicated on the withdrawal card. Withdrawal cards not deposited within 4 weeks in the lodge to whose jurisdiction a member removes are annulled. Cards may be deposited in any lodge of

the association, except that if a holder works by the day or hour in steel mills he must deposit his card in a lodge composed of men who work in the same way, if there is one within reach. No subordinate lodge has power to reject a card. If a member fails to deposit his card he is subject to such fine as the lodge with which he ought to have deposited it sees fit to impose.

Discipline.—Any member who defrauds or slanders a brother member, or divulges any of the proceedings of the lodge, or advocates division of the funds of the lodge, or acts contrary to the rules of the association in any matter affecting the price of labor or the system of working, is subject to such penalty—fine, suspension, or expulsion—as may be determined by a vote of two-thirds of the members present. An officer of a sublodge who fails to attend a regular meeting is to be fined 25 cents unless he gives a satisfactory excuse. Any member who fails to attend meetings of his lodge at least once a month is to be fined 10 cents unless excused for sickness or some unavoidable cause. Any member who fails to attend the last stated meeting in June or December is to be fined 50 cents unless he can give satisfactory evidence that it was impossible to attend. The chairman of any committee who fails to report at the time required, unless further time is granted, is to be fined $1. Any member who uses unseemly language or acts offensively in the lodge room is to be fined $1 for the first offense, and if he persists is to be excluded from the room.

If any member goes to his work drunk and is discharged the lodge is forbidden to take any steps to reinstate him. A member who enters a subordinate lodge under the influence of liquor is to be fined $1 for the first offense and $2 for every subsequent offense.

Any member who has got credit for groceries, provisions, or clothing during a strike and who refuses to pay is not to be protected by his lodge if he is discharged by the manager on complaint of his creditor.

When a member is accused of violating any rule, charges must be brought in writing, signed by a member, and the accused must have a copy at least 7 days before the time appointed for trial. The trial takes place before a special committee. The committee reports the proceedings and its conclusions, in the form of resolutions, to the lodge. The accused may then be heard before the lodge. The decision is by ballot, and a two-thirds vote is necessary to convict.

Charges against a local lodge are tried before a board of investigation consisting of the national president, the vice-president of the district, and his deputies. Its decisions are final unless overruled by a two-thirds vote of the convention.

National officers are tried by a board of 7 members, 1 elected by each of 7 lodges which are selected by the president. If the president is to be tried the lodges are selected by the vice-president of the first district. A member who has been expelled may renew his connection with the association after 6 months, on such conditions as may be imposed by the lodge which expelled him. If reinstatement is refused by the lodge, he may appeal to the advisory board, and it may order him to be received on such terms as it may think best.

An appeal lies from the decision of the sublodge to the vice-president of the district, and from him to the national president. The president's decision is final unless overruled by a two-thirds vote in the convention.

Nonunion men.—The mill committee of each works is required to ask each new workman for his withdrawal card and to deliver it to the secretary. If any workman has no card and is not a member of the association, "steps shall be taken to persuade him to join it." Members are forbidden to loan tools or render any assistance to any workman who persistently refuses to become a member of the association. The constitution provides that no person shall be allowed to work at tonnage work or in any way assist a tonnage workman in the performance of his duties until he has become a member of the association. Elsewhere in the constitution it is said that those who have a situation and are not members shall be given 4 weeks to join; after that the president of the sublodge is to see that they are not allowed to work.

Finances.—The charter fee for new lodges is $25. A per capita tax sufficient to defray the expenses of the national association is assessed quarterly by the president. There are, however, fixed taxes of 30 cents a quarter for the Amalgamated Journal and 60 cents a quarter for a strike fund. It is forbidden to use the latter fund for any purpose except the support of victimized members and those who may be engaged in approved strikes. When the amount in the national treasury is less than $25,000, it is the duty of the president to levy a special assessment of from 1 to 5 per cent every 4 weeks, and to continue it until the national treasury contains $25,000.

The initiation fee can not be less than $1.

Any member 3 months in arrears is to be reported to the lodge, and the president is to declare him suspended unless the lodge directs otherwise. A member

suspended for nonpayment of dues must apply in writing for reinstatement an may be admitted by a majority vote. If a member is unable, from inevitab causes, to pay dues, fines, or other money, he may be excused by a two-thirds vo of the lodge. A member who is sick or out of employment for a full month ma be excused from paying the 20 cents due to the national protective funds if t reports to the lodge.

Strikes.—Each sublodge is required to have a mill committee, consisting of thre members on each turn or shift of workmen, from each department represented i the lodge. In case a grievance arises the committee of the department in whic it occurs, if it can not adjust the difficulty, is to call a joint meeting of the lodge to be attended by all members of each lodge working in that mill. If the join meeting considers the grievance sufficient, the corresponding representative of th lodge which has the grievance is to notify the vice-president of the district, unde the seal of the lodge. Work is to continue until the vice-president has investi gated the case. The vice-president is to forward the communication to the gen eral office, as a guaranty that the sublodge has complied with the law.

If the vice-president thinks it best, after a careful investigation of the question he is to call together the executive committee of the district. It is in this commit tee that the power to declare a strike lies. The committee consists of the vice president of the district, his deputy, the national president, and the president of the lodge in which the grievance has arisen. But no person may serve as a mem ber of the executive committee who is personally or directly interested in any grievance that may come before the committee.

When a strike has been legalized, the national secretary-treasurer is to print a full statement of the case and forward it, under the seal of the national lodge, to all sublodges, "warning all true men to not accept work in such mills, shops, or factories." When a strike is legalized in any one department of the mill or works. the men of all other departments are required also to cease work until the difficulty is settled. If there is a difficulty in one mill of a combine or trust, all the mills in the combine must cease work.[1] Each local lodge on strike is entitled to $4 a week for each member actually engaged in the the strike, provided the amount in the national treasury is not less than $10,000. In order to draw strike pay members must remain in the vicinity of the strike, or notify the corresponding representative of the lodge each week where they are and that they are unemployed. No person who has been a member less than six months, and no member who is in arrears, can draw strike pay, and none can be drawn by a lodge which is not in good standing in the national association. No benefits are paid for any strike during the months of July and August, unless it has been legalized 3 months before July 1. No strike pay is given in any case for the first 2 weeks. A member who has been suspended or expelled can not draw strike pay until 6 months after he has been restored to membership. One who has 3 days' work in any week can draw no benefit for that week, and anyone who refuses to work a third day in a week, in order to secure benefit, is to be stricken from the benefit list. Members who are out of employment from causes unconnected with the strike can not draw strike pay. The executive committee has power at any time to declare a strike at an end.

A member victimized for taking an active part in the affairs of the association is entitled to $6 a week for 8 weeks.

The Amalgamated Association has always been a fighting organization. While it has constantly undertaken to settle its differences with employers by peaceful negotiation, it has from the first condemned the idea of arbitration, involving the calling in of third parties, and it has always been ready to maintain its judgment of its rights at any cost. Its most celebrated strike was that at Homestead, in 1892. The cause was a proposal of Carnegie & Co. to reduce the basis of scale from $26.50 per ton to $23, and to make the scale terminable at the beginning of January instead of the beginning of July. The men objected that they could not afford to stop work in midwinter, and could not at that time of year resist any demands of the employers. They believed that the profits of the company had increased since the McKinley tariff was passed, and that there was no occasion for a reduction of wages. The Amalgamated Association rejected the proposals. Carnegie & Co. discharged all who refused their terms, and announced that they would have no further negotiation with the association. They had already surrounded their works with a fence 3 miles long and 12 feet high, standing on a parapet 3 feet high, and covered with barbed wire. They now undertook to introduce 300 armed

[1] But when the Homestead dispute was extended sympathetically to the 2,000 men employed in the Carnegie mills at Pittsburg, the Amalgamated Association declined to authorize the movement and to pay strike benefits to those who had thus left their work. (Hall, Sympathetic Strikes and Lockouts, p. 97.)

Pinkerton men for the purpose of protecting the works from invasion and making it possible to run them with nonunion employees. The Pinkerton men were brought up the river by water. The strikers were waiting for them, and when they attempted to land there was a battle in which several on each side were killed. The struggle lasted 2 days. Attempts were made to set fire to the barges by pouring burning oil upon the river. The Pinkerton men finally surrendered to the leaders of the Amalgamated Association. They were imprisoned in a rink until evening, and were then sent away by rail. They were beaten and maltreated on their way to the rink and to the station, though the association leaders seem to have done their best to protect them. The town was put under martial law, and State troops were stationed there for many weeks. A considerable number of strikers ultimately returned to work. They returned, however, as nonunion men, and Carnegie & Co. have never since had any dealings with the Amalgamated Association.

Division of work.—If any mill runs double turn 3 months or more in the year, it is to be considered a double-turn mill, and if it goes on single turn the work is to be divided. The night-turn roller is to receive an equal share of work, at night-turn roller's wages. If any department of a mill is stopped, through overproduction or other causes, the work is to be equally divided, except when a furnace is out of repair. The sublodges may, however, enact laws of their own to control this subject.

Limitation of work.—The constitution provides an elaborate series of provisions as to the size of charges in furnaces of various sorts and as to the number of heats which shall constitute a day's work. The output of tin-plate rolling mills is strictly limited, and if any crew is found to have surpassed the limit the lodge is to collect the equivalent of the overweight or surplus earning, and an additional fine, for each offense, of 25 cents, from the roller and from the doubler. It is the duty of the mill committee to inform the financial secretary of the amount of overweight in each case.

Hours of labor.—The tonnage men in large steel mills, working rails or soft steel billets, with an average output of 300 tons or more in 12 hours, are required to work in three turns of 8 hours each.

Sunday and Labor Day.—Steel and rod mills are forbidden to work on Sunday and are required to stop rolling not later than 5 p. m. on Saturday. Any member who works on Labor Day is to be fined not less than $5 nor more than $25. If the lodge permits the offense to be repeated, the president is to revoke its charter.

INTERNATIONAL ASSOCIATION OF MACHINISTS.

History.—The International Association of Machinists was organized in 1888. Almost alone among national labor organizations, excepting the railroad brotherhoods, it put a clause in its constitution excluding colored men from membership. It desired to join the American Federation of Labor, but the Federation at that time refused to admit unions whose constitutions recognized distinctions of color. Upon the continued refusal of the Association of Machinists to remove the color line, the executive council of the Federation called a conference of unions of the trade in 1891, to which the old organization sent no delegates. A new organization, the International Machinists' Union, was formed. President Gompers, in his report to the convention of 1890, said that it was not desired to divide the machinists permanently, and that the new organization had pledged itself to amalgamate with the old when the old was ready to drop the color line and to amalgamate on an honorable basis.[1]

At the Federation convention of 1892 the president of the Association of Machinists appeared before a committee of the Federation, expressed satisfaction with the action of the executive council, and stated his belief that the next convention of the Machinists' Association would eliminate the color line from its constitution.[2] It was not until 1895 that affiliation with the Federation was finally effected. The Federation convention of 1895 withdrew the charter of the International Machinists' Union.[3]

The long dispute between the machinists and the printers over the control of the linotype machinists is mentioned in the account of the Typographical Union.[4]

The membership of the Association of Machinists was reported in the summer of 1900 as about 40,000, distributed among about 400 locals.

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[1] Convention Proceedings, 1891, pp. 12, 37, 38.
[2] American Federation of Labor Convention Proceedings, 1892, p. 38.
[3] Proceedings, 1895, p. 92.
[4] Above, pp. 82, 83.

General aims.—The Machinists declare in the preamble of their constitution that it is the "natural right of those who toil to enjoy to the fullest possible extent the wealth created by their labor," and "that under the changed industrial conditions of our times and the enormous growth of our syndicates and their aggregations of capital, it is impossible for us to obtain the full reward of our labor except by united action." They declare that they established their union in the belief that "organization, based on sound principles and directed by conservative intelligence, furnishes the best medium by which we may secure a more equitable share of the wealth which we create, and also promote the general welfare of our members by improving their trade and social conditions, thereby elevating the plane of citizenship."

The union recommends to its members to "set about securing the nomination and election of pronounced trade unionists in municipal, State, and national legislatures," in order that it may "not be necessary to humiliate our citizenship in the future with fruitless petitions."

The president, in his report to the convention of 1899, deplored attempts to bring the members of the union or of any local union into any one political organization. He declared that because of such attempts in local lodges, several lodges had gone out of existence during the preceding 2 years. He mentioned in particular the local at Lynn, Mass., which was broken up, he declared, by the attempt of the members of one political party (the Socialist-Labor party), who were apparently in the majority, to bring the whole to their way of thinking.[1]

In the same convention a resolution was offered which seemed to commit the organization to the support of the Socialist party organization. It was voted down. At least 4 of the delegates who voted against it, including the president, said that they were Socialists, but that they did not believe that the time had come for an attempt to force their opinion upon the whole body.[2]

Convention.—The convention meets once in 2 years. Each local is entitled to one delegate; but the delegate casts one vote for each 25 members. A local may give its proxy to the delegate of another local, but no delegate can hold more than two proxies.

Constitutional amendments.—The constitution requires each local to select a committee on revision of constitution, whose duty is to forward to the general secretary-treasurer any amendments which the local may desire, on or before March 1 in the years in which the convention meets. The secretary-treasurer must issue all such suggested amendments to the locals, in the form of a circular, 6 weeks before the convention, in order that the delegates may be instructed on them. The convention is forbidden to consider amendments which have not been submitted in this way, "except emergency questions, where the law is silent, which may arise in the intervening time." The implication seems to be that the adoption of an amendment by the convention gives it validity.

Amendments may also be adopted by popular vote, on the proposition of any local, indorsed by five other locals from five different States. Propositions so received are to be printed by the general secretary-treasurer in the form of a circular in such numbers that each member may have a copy, and sent out to the locals not later than 1 week before the expiration of each quarter. The proposed amendments must be read in each local at three successive meetings, and at each meeting any member who has not already voted must be given an opportunity to vote. The vote is by yeas and nays on roll call. An amendment which receives a majority of all the votes cast is adopted.

Officers.—The International Association of Machinists places its executive power in a board of trustees, consisting of the international president and five other members. Judicial powers are vested in the international president and the international vice-president. The hearing of grievances and the sanctioning of strikes are reckoned among the judicial duties. All officers are elected by viva voce vote, on roll call, in convention. The president receives $1,500 a year, the vice-president $1,000, and the secretary-treasurer $1,200. The members of the board of trustees receive $4 a day, while in discharge of their duties, and actual railroad fare and hotel expenses.

District lodges.—Local lodges are authorized to form district lodges for their mutual protection whenever they consider it desirable. It is also provided that in cities where there are more than one local, the delegates from the several lodges shall meet at least once a month to consider the condition of the order and its members, and report the results of such meetings to the locals.

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[1] Journal of Association of Machinists, June, 1899, p. 338.
[2] Journal, June, 1899, p. 363.

Business agents.—The constitution provides that the grand lodge shall assist lodges to maintain business agents to the extent of 50 per cent of their legitimate expenses, if the international officers consider that the business of the locality warrants the expense.

Membership.—The constitution says: "Any competent, sober, and industrious machinist, who has worked at the trade 4 years or more, and receives the minimum rate paid in his locality, may be admitted to membership."

An effort was made by the principal Chicago lodge, at the convention of 1899, to strike out the word "competent" from the qualifications for membership. It was said that the Cigar Makers and the Typographical Union take in anybody who gets work in the shop, and the Bricklayers take in anybody who can show that he gets the standard wages. The amendment was voted down.[1]

During the 20 months from July 1, 1897, to March 1, 1899, the number of members initiated and reinstated was as follows:[2]

Number initiated by local lodges	5,654
Number reinstated by local lodges	1,051
Number initiated under charters granted	1,527
Number initiated by grand lodge	60
Number reinstated by grand lodge	337
Total	8,629

Apprentices.—The union allows 1 apprentice "to each shop, irrespective of the number of machinists employed, and 1 to every 5 machinists thereafter; and no boy shall begin to learn the trade of machinist until he is 16 years old nor after he is 21 years of age." An apprentice is expected to serve 4 years. After 2½ years of service apprentices are eligible to membership in the union by paying one-half initiation fee and half dues and assessments. They are then entitled to half sick, victimized, loan, and strike benefits. They are to pay full quarterly dues to the grand lodge (25 cents per quarter) for which they receive the monthly official journal and are entitled to full death benefit.

The practice of indenturing apprentices has passed away in the machinists' trade as in most others. The machinists try, however, to limit the recruiting of the craft to those who set about learning the trade while they are boys and work several years for low wages as learners. They provide that "members introducing any person or persons other than a member of the International Association of Machinists into the trade and assisting them shall be heavily fined for the first offense and expelled for the second." But if any man has succeeded in working at the trade 4 years and gets the minimum rate of wages paid in his locality, he is then eligible to membership.

Discipline.—Any member entering a lodge under the influence of intoxicating drinks, or using indecent or profane language, shall be fined, suspended, or expelled. Habitual drunkenness or disgraceful conduct shall be punished by expulsion.

Members must not refuse to do any kind of work that belongs to the trade. They must not take a job for less than it formerly paid.

Finances.—The secretary-treasurer supplies stamps, which serve as receipts for sums due to the international body, as follows: Monthly due stamp, 20 cents; initiation stamp, $1; quarterly due stamp, 25 cents; reinstatement stamp, $1; reinstatement through grand lodge stamp, $3; individual membership stamp, 50 cents; loan stamp, from $1 to $5 each. The denominations of these stamps indicate the taxes collected by the international body, $1 on initiation, 20 cents a month, and an additional 25 cents every quarter to cover the cost of the official journal. The constitution provides that the initiation fee may not be less than $8 and the monthly dues may not be less than 50 cents. Out of the initiation fee and the monthly dues the payments to the grand lodge are taken. The provision for reinstatement through grand lodge is for the benefit of members of lodges which have lapsed or been suspended. The individual membership stamp of 50 cents represents the monthly dues of such members, and also of individual machinists who may be "obligated" by organizers, as long as they are not connected with any local lodge.

The union permits its general secretary-treasurer to deposit all moneys up to $2,000 in his own name in a bank. It appears to be necessary for the international president to countersign all checks. Sums above $2,000 are to be invested as directed by the president, the vice-president, and the board of trustees, in such a way that they can not be withdrawn without the signatures of the president, the

[1] Journal, June, 1899, p. 371.
[2] Journal, June, 1899, p. 330.

secretary-treasurer, and one member of the board of trustees, together with the seal of the grand lodge.

An auditing committee of three members is to be appointed each year; in convention years by the lodge or lodges in the city where the convention meets, and in the years between, by the lodge or lodges in the city where headquarters are situated. An expert accountant is to be employed by this committee, and it is to make a full and complete report in printed form. The accountant is to receive a sum of not more than $50 for his services, and the members of the committee are to receive $3 a day.

Finances of local lodges.—The receipts and disbursements of the local lodges for the 2 years preceding the convention of 1899 were as follows:[1]

Total receipts from all sources		$187,836.40
Paid in sick benefits	$11,053.00	
Loaned to members on cards	3,806.00	
Personal loans to members	2,838.00	
Paid in local benefits, contributed to local lodges and to organizations outside of the association	12,981.62	
Losses by defaulting officers	602.52	
For hall rent, salaries, supplies, per capita tax, etc	108,761.56	
Amount of money in hands of local treasurers	47,793.70	
		187,836.40

As nearly as could be ascertained there was due to local lodges from loans on cards $918. There was also due to local lodges on personal loans to members $765.

The "loans on cards" are the loans of $5 each to which traveling members are constitutionally entitled. The "personal loans" are granted by vote of the lodges, as a matter of grace, and usually to their own members.

At the convention of 1899 the president reported the results of inquiries as to the number of members who were in debt for dues to the local lodges. One hundred and thirty lodges, about one-half the whole number, made reports from which the following totals are obtained. The monthly dues to the local lodges, and the quarterly journal tax, are tabulated separately:[2] 5,336 members owing from 1 to 3 months' dues; 2,103 members owing from 3 to 6 months' dues; 1,129 members owing from 6 to 9 months' dues; 649 members owing from 9 to 12 months' dues; 406 members owing over 12 months' dues; 2,209 members owing 1 quarter's dues; 1,107 members owing 2 quarters' dues; 712 members owing 3 quarters' dues; 5.0 members owing 4 quarters' dues.

Benefits.—The National Association of Machinists provides for a burial benefit of $50 to be paid out of the general treasury. Subordinate lodges may establish sick benefits under their local laws. A member traveling in search of work may borrow $5 from any lodge, and his own lodge is responsible for it. The loan is entered on the member's book, and he is not entitled to any further loans till he has repaid it. In practice the lodges often make further loans to their own members.

Every lodge is to set aside a certain percentage of its dues as an "emergency" fund. No local lodge may levy compulsory assessments for the benefit of other organizations. No lodge can vote donations to such organizations without the sanction of the national president.

Strikes.—When a local union considers a grievance, its action is determined by secret ballot, and a three-fourths majority is necessary to decide upon a strike. If such action is determined on, the lodge is to report its grievance to the international president and vice-president. If they approve the grievance, they send a member to the seat of trouble to investigate, and if possible, to effect a settlement. If the action of the local lodge is not sanctioned by the international officers, it must be rescinded; and a lodge which fails to rescind it may be suspended by the judicial officers. Men who quit work on account of grievances properly sanctioned receive $6 a week, if they are married, or if they have others dependent upon them for support; if they have no one to support but themselves, $4 a week. The international president and vice-president have authority to levy such assessments as are necessary to meet strike expenses. No benefits are paid for the first week. A strike may be declared off by a majority vote by secret ballot of the members of the local. The International Union maintains a strike fund equal to $1 for each of its members.

The president in his report to the convention of 1899 deplored the impossibility of inducing the local lodges, and especially newly organized lodges, to comply with

[1] Journal, June, 1899, p. 331.
[2] Journal, June, 1899, p. 330.

the constitution in the method of inaugurating strikes. The lodges frequently strike without consulting the national officers, as the rules require, and then consider that they ought to receive the support of the national body, and threaten to disband if they do not receive it. The president thought that strikes could have been saved in many cases if the executive board had had an opportunity to send an officer to the scene of the trouble before a strike was declared.

Another source of trouble is the tendency of lodges which have just been organized to go immediately upon a strike on account of disputes which have been pending long before the lodges are formed. The president recommended the very mild rule that a lodge should not be permitted to take up any grievance, unless one that arose after the organization of the lodge, until it had been organized at least 30 days.

Under the rules and decisions of the Machinists' Union, strike benefits are not paid to to those who are not members when the strike occurs nor to any member who is over 3 months in arrears.[1]

During the fiscal year ending April 1, 1898, the association paid out $4,428 on account of strikes. In the year ending April 1, 1899, it paid out $10,116.50.[2]

The union reported to the Federation of Labor in the fall of 1900 that it had won 24 strikes during the preceding year, compromised 9, and lost 5; 12,000 persons were involved; the cost was $45,278.

Provisions for securing employment.—Every unemployed member must register his name and address in the unemployed book of the local organization. Each lodge must endeavor to keep members in employment, giving preference to those who have been out of employment longest, but having regard to the condition of the individual. Members must report vacancies which come to their knowledge.

Hours of labor—Overtime.—The president's report to the convention of 1899 contained the following statements:

"Our members have succeeded in many cities in securing the Saturday half holiday: in other cities have secured a 9-hour day. There is but one shop, however, outside of Government employees, where we have an 8-hour day with 10 hours' pay. That shop is owned and operated by Mr. Jones, of Toledo. It is strictly a union shop and operated under the best conditions."[3]

The president pointed out the relation between the shorter day and overtime in the following words in his report to the convention of 1899: "If we expect to bring about a reduction of the hours of labor in our trade the men of our craft must first learn to work less overtime, thereby creating a greater demand for machinists."[3] The constitution requires the members to discourage the working of overtime as much as possible.

The agreement of 1900 with the National Metal Trades Association and the struggle of 1901 for the 9-hour day are treated below (pp. 355–360).

Classification.—The Machinists object to the classification of their members by the War and Navy Departments, with payment of different rates of wages. The union desires that all machinists shall be in one class to which the standard rate of wages shall be paid.[4]

Piecework and limitation of work.—The Machinists provide that "any member introducing or accepting piecework or running two machines in any shop where they do not exist shall be subject to expulsion." Where piecework does exist the judicial officers are given discretionary power to make agreements under the premium system, "thereby controlling and eventually abolishing piecework in any form."

The premium system is a combination of day and piecework. A minimum day wage is fixed which every man is to receive so long as he is employed, without regard to his performance. For work done in excess of a fixed standard amount premiums are paid. In spite of the comparatively favorable judgment of the premium system which has been embodied in the constitution, many members of the union consider it worse than piecework. The premium for extra work is likely to be far less, it is alleged, than the value of the extra work upon a piece-price basis.

The president in his report to the convention of 1899 referred to the matter in these terms: "There is no denying the fact that piecework and the premium plan are constantly growing in our trade. Although we have succeeded in many instances in preventing the introduction of piecework, yet the volume of the same is increasing. It is useless for us to any longer hide our heads under a bushel, refusing to squarely face the matter. There is no one who believes more firmly than I do that

[1] Journal, June, 1899, p. 331.
[2] Journal, June, 1899, p. 343.
[3] Journal, June 1899, p. 338.
[4] American Federation of Labor Convention Proceedings, 1900, p. 76.

piecework is detrimental to our trade; it not only works injury to the tradesmen, but results disastrously to the employer."[1]

The American Federation of Labor convention of 1898 passed a resolution, on motion of the Machinists' representative, reciting that the directing boards of the the navy-yards and arsenals had been trying for 2 years to introduce piecework and the two-machine system, and that "the piecework system lowers the standard of living by reducing wages, while the two-machine system crowds the already overstocked market with unemployed by seeking to have one man perform the labor that should be done by two." The resolution promised the support of the Federation in securing a change of Government policy.[2]

In 1899 a firm in Philadelphia precipitated a strike of machinists, molders, and bricklayers by introducing a system of piecework.[3]

The leaders recognize that the most serious obstacle in the way of the abolition of piecework is the desire of members to take it because it increases their earnings, at least for the time being. It can be got rid of only by sacrifices, whether or not the sacrifices are likely to be permanent. One possible form of sacrifice was described by a delegate from New Britain, who declared in the convention of 1899 that his lodge had driven out piecework "by a man taking 4 weeks to do a job he could have done in 2, and so on."[4]

The convention of 1899 passed a resolution forbidding members to run two machines under any circumstances, and at the same convention the president stated that 42 lodges reported having prevented the introduction of the running of two or more machines. The agreement with the National Metal Trades Association of May 18, 1900, provides, however, that the International Association of Machinists will place no restrictions upon the management or production of the shop and will give a fair day's work for a fair day's pay.

Journal.—The journal of the Machinists is a monthly magazine, which is sent to all the locals in sufficient numbers for distribution to all their members. The cost of it is paid by a tax of 25 cents a member a quarter.

THE AMALGAMATED SOCIETY OF ENGINEERS.

History, number of members, etc.—The Amalgamated Society of Engineers is a British organization, but has branches scattered quite generally throughout the English-speaking world. It is one of the oldest and strongest British trade unions, dating from 1851 and having a membership at the close of 1899 of 84,957. The number of branches in the United States and Canada is 44 and the number of members 1,797. The majority of the members in this country have emigrated from Great Britain. The importance of the Amalgamated Society and the elaborate system of benefits which it pays warrants a full description, although the organization is essentially a foreign one.

Those who have been members of it before coming to this country are loath to leave it, not only for sentimental reasons, but because of its large insurance benefits. There are, however, several American unions which substantially divide its field among them. They object to the existence of a rival organization which trenches on territory that they regard as theirs.

Complaint was made to the American Federation of Labor convention of 1900 that the Pattern Makers and the Machinists refused to recognize membership cards issued by the Amalgamated Society of Engineers. The committee to which the matter was referred reported that since the Engineers held a charter from the Federation their cards should be recognized by other affiliated bodies, but the convention referred the matter, without a definite decision, to the executive council.[5]

Early in 1901 the Pattern Makers, Machinists, and Blacksmiths petitioned the American Federation of Labor to revoke the charter of the Amalgamated Society. The executive council of the Federation declined to take this action, but expressed the opinion that better results would be secured if all machinists, blacksmiths, and pattern makers were members of their respective unions. It accordingly asked the Amalgamated Society of Engineers to change its constitution so as to permit its members in the United States and Canada to hold membership in the unions of their crafts while still continuing their beneficial membership in the Amalgamated Society: this on condition that such members should be admitted to the American unions without initiation fee. The American organizer, the chief officer in

[1] Journal, June, 1899, p. 335.
[2] Convention Proceedings, 1898, p. 79.
[3] American Federation of Labor Convention Proceedings, 1899, p. 165.
[4] Journal, June, 1899, p. 391.
[5] Convention Proceedings, 1900, p. 195.

America, asserts that there is not the slightest desire among the members to join the several American unions, but that, on the contrary, efforts will be made to amalgamate them. The general convention which met in Manchester, England, in May and June, 1901, decided to establish a permanent paid general secretary for the United States and Canada, with headquarters at New York, and to publish at New York a monthly official journal for the American branch. This convention also changed the constitution so as to admit the handy men or machine tenders, whose position has caused much controversy of late years.

General aims.—The constitution names the following objects:

By the provision and distribution of funds and by other means to protect and regulate the conditions of labor; to promote the general and material welfare of its members; to assist them when out of work or in distressed circumstances; to provide them with legal assistance in trade disputes and in obtaining redress for accidents; to support them in sickness, accidents, and superannuation; to provide for their burial and for the burial of their wives, and to provide compensation for loss of tools by fire or water; and, by extending its system of investments for cooperative productive purposes, to assist in altering the competitive system of industry to a cooperative system, in order to secure the full share of the fruits of labor.

The preface to the constitution dwells upon these same objects more fully and points out the necessity of mutual assistance and strong organization in order to raise the status of the workmen in the trade. The uncertainty of employment is especially referred to as necessitating joint action for the relief of members.

Convention and constitutional amendments.—Each year a general vote of the members of the entire society is taken as to the advisability of holding "a delegate meeting" in the following year. This meeting consists of one delegate for every 2,000 members of the society, elected from districts especially arranged for the purpose. Proposed amendments to the constitution to be acted upon by this meeting must be submitted by branches 6 months in advance and laid before all the separate branches 8 weeks before the meeting. The meeting then has power to enact rules or amendments, but it can not abrogate the various essential benefits except by a vote of three-fourths of the members of the society. Apparently there is no appeal to the delegate meeting from the general council or court of appeal described below.

Officers.—The chief executive body of the Amalgamated Engineers is the executive council. This, unlike the chief executive bodies of many other organizations, is elected by the members of the society according to districts. There are eight districts specially created for the purpose, each of which elects one member triennially. Candidates must have been members of the society for 7 years. The council elects its own chairman annually. He has few independent powers. All the members of the council must give their full time to the work of the office, and must locate at the headquarters, in London. Each is paid £2 10s. per week. The council has general control of the affairs of the organization, orders the payment of bills, and determines all matters not regulated by the constitution. Appeals from its decisions lie to the "general council."

The general council is purely a judicial body, and is composed of one representative for every 5,000 members of the society, elected from separate districts established for the purpose. Its members are chosen biennially.

The general secretary-treasurer is elected by vote of the entire membership. Any member who has been in the society for 7 years may present himself as a candidate by self-nomination. If no candidate receives an absolute majority on the first vote, a second vote is taken on the two highest. The secretary is paid £4 weekly, and has also certain perquisites. He has two assistants, elected in the same way as himself and receiving £2 10s. weekly.

The American-Canadian district council consists of five members elected by members throughout the United States and Canada, but belonging to branches situated within 35 miles of the New York City Hall, and living within that territory. Their term of office is 12 months. The American council has a certain degree of independent power as regards trade matters and strikes, where necessary for the protection of members, and by appeal to vote of the members in this country it may levy assessments for certain funds and fix the rate of weekly dues. (See below, p. 224.)

Local unions.—The constitution regulates quite fully the organization and working of local branches. The number of officers varies according to the number of members in the branches, as does also the salary of such officers as are paid. The officers are elected quarterly. Aside from the ordinary executive officers there is a "branch committee" of 5 to 7 members, which has general control in the interval between meetings, subject to appeal to the members. This committee also

acts in negotiations with employers and in strikes, unless joint committees with other branches exist for these purposes.

Membership.—Persons engaged in any of the numerous branches of the engineering trade enumerated in the constitution are eligible to membership in the Amalgamated Society of Engineers. No person may be admitted to full membership who has not worked 5 years at the trade, except in countries where a shorter period of apprenticeship is customary. In America the term is 4 years. Since the organization pays sick and superannuation benefits, only persons in good health and free from various defects are eligible to full membership. Persons otherwise qualified but unfitted to be entitled to the sick benefit may be admitted and pay 2d. per week less than the regular contributions. No person may be admitted who is at the same time a member of another trade society. Admission is decided by a majority of the members present at a meeting of a local branch.

The rules provide for the admission of persons, under the name of "trade members," at lower rates of contribution than the regular members, and with fewer benefits. They are not required to show the same standard of health as applicants for membership in the ordinary section. Candidates must not be less than 30 nor more than 40 years of age. The entrance fee is one-half of the amount paid by full members of the same age. The contributions are 8d. per week, as compared with 1s. for ordinary members. Members of this section are entitled to donation or unemployed benefit, limited to 52 weeks, to £5 funeral benefit, and to the full contingent benefit in case of strike. They are not entitled to sick, tool, or accident benefit.

There is also a section for what are known as "trade protection members," who are entitled only to funeral benefit of £5 and to contingent benefit in case of strikes. They pay an entrance fee of 7s. 6d. and a contribution of 4d. per week.

Apprentices may also be admitted to a special section of the organization, provided they are not less than 17 nor more than 20 years of age, of good moral character and good health. They pay an admission fee of 2s. and a contribution of 3d. per week. Members in good standing for 12 months are entitled to 5s. per week sick benefit for 26 weeks, and 2s. 6d. for 52 weeks. They are also entitled to one-half contingent benefit and to £5 funeral benefit. Apprentices also have their tools insured for not over £5.

Finances.—There is no distinction between local revenues and funds and those of the general body. The membership fee varies according to age, in view of the risks connected with the benefit system. For a person over 22 years old it is 5s. (in the United States, $1.75); for a person from 43 to 45, £3 12s. (in the United States, $25.20). The special fees for "trade members" and "trade protection members" and apprentices are noted above. Aside from these fees and from miscellaneous receipts the regular revenue of the society is derived from a weekly contribution of 1s. (in the United States, 30 cents). Whenever the general funds of the society are reduced to £3 per member the weekly contribution is to be increased sufficiently to keep the funds at that amount. When not more than 5 per cent of the members are unemployed the executive council shall take the votes of the members as to the desirability of increasing the reserve fund by extra contributions. There is a separate superannuation fund.

The American-Canadian council is empowered to submit to members in this country the question of what shall constitute the American standard of payments. The rate may not be more than 50 per cent higher than in Great Britain.

There are also several special funds supported by separate payments. These are the contingent funds for use in strikes, the benevolent fund, the legal-assistance fund for use in helping members to recover damages for injury, etc., and the fund for granting assistance to the engineering and other trades. The amount of the assessments levied for these funds is determined by a vote of the members from time to time. The amount of assessments for these funds in the United States is left entirely to vote of the members in this country, and the funds raised here are used exclusively for their benefit.

The funds of the society are held, in the first instance, by local branches. Each local receives the regular payments of its members and pays out whatever claims arise for benefits or other expenses. Once every 12 months there is an equalization of the funds among the locals on the basis of their membership. The debtor branches pay over to the creditor branches the amount of money due. The American-Canadian council has power to order remittances from one branch to another in this country.

The moneys of each branch are deposited in banks in the name of the society by 5 trustees elected yearly. A bond may be drawn up where practicable in such form that the trustees may not dispose of any of the society's money contrary to its true purpose and intent. The general executive council is directed to invest surplus funds of the whole society in municipal bonds or certain other securities.

The general reserve fund of the Amalgamated Engineers at the end of 1899 amounted, despite the great outlay for the strike of 1897, to no less than $1,001,540, while the special superannuation reserve fund was $534,295, the grand total reserve being $1,535,835.

(For further financial statements see under Benefits.)

Benefits.—The following benefits are paid by the Amalgamated Society of Engineers (in the United States the payments are all at the rate of 30 cents per English shilling—$6 per pound sterling):

(1) *Unemployed or "donation" benefit.*—The unemployed benefit is 10s. per week for the first 14 weeks, and thereafter 7s. per week for a certain period and 6s. per week for another period, varying with the length of membership. Persons who have been members for 10 years or more receive the 6s. so long as they remain out of employment. Those who have been members from 5 to 10 years can not receive the benefit for more than 1½ years, while members of from 1 to 5 years' standing are limited to benefits for 1 year. (See below for provisions regarding the securing of employment for those receiving benefits.)

Any member discharged for holding office in the organization is entitled to full wages until he again finds employment.

(2) *Contingent or strike benefit.*—The contingent benefit is supported by a special assessment. It amounts to 5s. per week, and is paid in the case of authorized strikes or lockouts Members on strike receive the regular unemployment benefit also.

(3) *Tool benefit.*—Any member losing his tools by fire or water receives their value to an amount not greater than £10.

(4) *Sick benefit.*—The amount of the sick benefit and the duration of its payment varies according to the length of membership in the organization. A person who has been a member for 10 years is entitled to 10s. per week for 26 weeks, 5s. per week for 26 weeks more, and 4s. per week as long as he continues ill. Persons from 5 to 10 years members are limited to 2 years, and those of less than 5 years' membership to 1 year of benefits.

(5) *Accident benefit.*—Any member totally disabled by accident, blindness, or paralysis, not the result of intemperance or improper conduct, is entitled to £100 in cash.

(6) *Superannuation benefit.*—Any member 55 years of age, who has been 25 years successively in the society and who is unable to obtain the ordinary rate of wages, is entitled to 7s. a week for life; if he has been 30 years a member, 8s.; 35 years, 9s.; 40 years or upward, 10s. No member receiving this benefit is allowed to work at the trade. There is a special reserve fund for the superannuation benefit, supported by an assessment of 1s. per quarter.

(7) *Funeral benefit.*—On the death of a member a funeral benefit of £12 is paid. If the wife of a member dies he may receive £5, £7 remaining to defray his own funeral expenses.

In addition to the regular system of benefits the society has established a benevolent fund which is used for relief in special cases, a fund for legal assistance in prosecuting claims for injury, etc., and a fund for aiding members of the trade or of other trades not belonging to the organization.

The following table shows for the years 1890, 1897, and 1899 the expenditures of the Amalgamated Engineers for the leading benefits, together with the amount of the expenditure for each member of the society. The table also shows the percentage of the total membership receiving the different classes of benefits during the year. It will be noticed that in 1897 the great strike in the engineering trade which affected thousands of members called for an enormous expenditure. The donation or unemployed benefit paid in that year was more than $1,400,000, or $15.29 for each member of the society. There was also an expenditure of nearly $600,000 for assisting persons not in the society. The funds of the society were reduced by the strike from more than $1,250,000 to a little over $700,000, but the great bulk of the unusual expenditure of the year was met out of current assessments upon the members. The total outlay for the year, including administrative expenditures, was $3,451,995. The outlay for 1899, which may be considered a fairly normal one, was $1,125,330, or $13.24 per capita. Of this amount $11.63 per capita was spent for the various benefits, thus inuring directly to the advantage of individual members, while $1.60 covered the expenses of administration, including local organizations as well as the general body.

The following table gives the aggregate payments of the society throughout the world for the objects named and in the years referred to.

Benefit payments by Amalgamated Society of Engineers.

Object.	1890.			1897.			1899.		
	Expenditures.	Per capita.	Per cent of members receiving.	Expenditures.	Per capita.	Per cent of members receiving.	Expenditures.	Per capita.	Per cent of members receiving.
Unemployed	$167,620	$2.48	1.6	$1,405,875	$15.29	14.8	$233,985	$2.75	2.4
Sick	184,765	2.71	2.2	210,830	1.79	2.3	232,320	2.74	2.4
Superannuation	213,890	3.15	2.7	343,800	3.74	3.2	396,260	4.66	4.4
Accident	9,450	.14	.....	13,950	.15	.....	7,095	.08	.....
Funerals	58,160	.85	.....	63,675	.69	.....	69,750	.81	.....
Total expenditure	768,695	6.31	.....	3,451,995	37.54	.....	1,125,330	13.24	.....

The benefit payments in the United States and Canada alone for 1899 and for the 10 years ending with 1899 are reported as follows by the international organizer:

Benefit payments of the Amalgamated Society of Engineers in the United States and Canada.

Objects.	10 years ending with 1899.	1899.
Unemployed	$90,225	$9,225
Sick	61,570	6,157
Superannuation	130,350	13,065
Funeral	20,750	2,082
Special relief	3,000	300
Moving of tools	200	42
Assistance to other trades	4,500	440
Total	310,595	31,321

During the 49 years of the existence of the Amalgamated Society it has paid out no less than $26,574,020, the average cost to the members during that period being $11.94 per year.

For the same period the average cost of the unemployed benefit, which has proved the most expensive, has been $5.44 per member per year. The sick benefit has amounted to $2.47 per member per year. The superannuation benefit has, of course, increased greatly in amount as the society has become older, so that an average can not properly be given. The cost per member for 1899 was $4.04. The average cost of the accident benefit for 49 years has been 18 cents per member yearly, while the average cost of the funeral benefit has been 75 cents per member.

Relations with employers, strikes, etc.—The branch committee above described has general charge of the relations with employers in places where only one branch exists. In towns where there are two or more branches a joint "district committee" is established to have jurisdiction of these matters. The committee in either case has power to deal with employers with a view to having their shops worked exclusively by union members, or regarding any matter affecting the interests of the trade. Subcommittees or deputations may be appointed by the committee to visit employers with a view to effecting amicable settlement of difficulties. In order to demand from employers changed conditions in the district, the committee must obtain a vote of the members in the district. Each shop has also an officer, known as the steward, who deals with the employer in that shop.

No member shall leave his employment in a shop dispute without the approval of the district committee. No general strike in any district shall be entered upon unless favored by three-fifths of the members in the district voting thereon. In the case of shop disputes the district committee has power to take a vote of the members of the district upon the advisability of assisting by a local assessment, not to exceed 6 pence weekly.

Persons engaged in certain classes of strikes may receive strike benefits from the general funds of the society without special action by the executive council. Thus, in the case of strikes against reduction in wages, increase in hours, intro-

duction of piecework or of the 2-lathe system, or in the case of lockouts because of membership in the society, members receive pay without awaiting the approval of the council. Strikes for advance of wages or other improved conditions of labor must receive its sanction if benefits are to be paid.

Strike benefits.—Members out of employment on strike receive the same pay as those unemployed for other reasons (10 shilling per week), and also 5 shillings per week from the contingent fund. (The two payments in the United States make $5.35 weekly.)

The contingent fund is, unlike the superannuation fund and other benefit funds, dependent upon special assessments. The executive council is authorized to take a vote of the members, whenever they deem it necessary, on the propriety of raising such a fund, the amount of the assessment, etc. The same holds true of the special fund for granting assistance to members of the trade and to other trade societies not connected with the Amalgamated Engineers.

In the American-Canadian district the contingent fund is entirely distinct from that in Great Britain. The amount is fixed by vote of the members in this country, and the fund is supported by contributions of members in this country only, and is used only for their relief.

It has already been noticed that local branches are authorized to vote special assessments in case of strikes. The general executive council is also directed in the event of any widespread strike to levy a general assessment not to exceed 6 pence per member per week, and not to continue for more than one month without a vote of all the members.

Provisions for obtaining employment.—In connection with the system of benefits for unemployment the Amalgamated Engineers have an elaborate method for obtaining situations for those out of employment. Every member who is out of employment must immediately, and daily during his unemployment, enter his name in the "vacant" book of the local branch to which he belongs, unless he resides more than 2 miles from the office, when less frequent registration is permissible. The names on this vacant book are to be read at each branch meeting, and all members signing it must attend the meetings at least once each month. Whenever a member knows of any vacancy or leaves any situation for another he must, within 24 hours, give information of the fact to the secretary of the branch to which he belongs and also to the nearest branch, or be fined 2s. 6d. for neglect. In five or six large cities, one of which is New York, there are established central employment offices where complete lists of unemployed members are kept. Furthermore, in any town where there are three or more branches a special register of members out of employment must be kept under the control of the district committee of the town.

If the secretary of any branch receives word from the general secretary or from any branch or from any employer that men are wanted in a particular district he must immediately send thither any members who are receiving unemployment benefit. No member may refuse to go to a situation in which he will receive the usual conditions of the district to which he is sent. Traveling expenses under these circumstances are paid, but must be refunded if the fare is afterwards received from the person furnishing employment.

Overtime.—The constitution declares that systematic overtime shall not be allowed in any district and that district committees shall also try to minimize incidental overtime as far as possible.

Piecework.—The Amalgamated Engineers are strongly opposed to piecework, although they are not able entirely to decline to work under that system. There is a fine upon any member who shall take work by the piece in any establishment where piecework is not at present found. District committees are also required to see that members have a proper minimum wage guaranty, altogether apart from the piece rates, and are also required to draw up rules for the protection of members from encroachment by employers through piecework. It is further provided that a member doing work by the piece must share equally in proportion to his wages any surplus made over and above the weekly wages paid to members and other persons working on the same job.

Affiliation with other unions.—Branches of the Amalgamated Engineers are authorized to assess their members, not over 6 pence per annum, to permit affiliation with local trade councils and other trades associations.

Representatives in legislative bodies.—An interesting provision of the constitution of the Amalgamated Society of Engineers, growing out of the English practice of not paying salaries to members of Parliament and other legislative bodies, is that the general executive council or the officers of any local branches may, by vote of the members, levy assessments to support labor representatives in municipal councils or other local public bodies or in Parliament.

BROTHERHOOD OF BOILER MAKERS AND IRON SHIP BUILDERS OF AMERICA.

History.—The Brotherhood of Boiler Makers and Iron Ship Builders of America dates its existence from 1881. The organization which was formed in that year was called the National Boiler Makers and Helpers' Protective and Benevolent Union. In 1884 the name was changed to International Brotherhood of Boiler Makers and Iron Ship Builders, Protective and Benevo ent Union of the United States and Canada. In 1894 this organization was consolidated with another union of boiler makers, called the National Brotherhood of Boiler Makers of the United States. At this time the present name of the organization was adopted.

The successive reports of the secretary contain the following statements of the number of members in good standing:

June 1, 1894, 3,007; December 31, 1894, 1,571; April 30, 1895, 1,579; July 31, 1895, 2,170; October 3 , 1895, 2,331; January 1, 1896, 2,233; April 30, 1896, 2,759; June 30, 1896, 2,981; December 31, 1898, 2,373; November 23, 1899, 3,579; June 1, 1900, 4,835; April 1, 1901, 5,481. On November 23, 1899, when the number of members in good standing was 3,579, the whole number of names on the boo. s was 8,073.[1] On June 15, 1901, the whole number on the books was 14,760. The number reported as in good standing includes only those whose dues are paid to within 3 months, and whose locals have made reports to the central office during the preceding quarter. The secretary-treasurer says that possibly 90 per cent of the lodges now report regularly, though the proportion was formerly smaller. During the year ending April 30, 1901, 151 members withdrew, 60 died, and 955 were suspended; 2,182 were initiated, and 631 were reinstated. This gives an apparent gross increase of 2,836, diminished by a gross decrease of 1,166. In addition, however, 867 members received transfer cards dismissing them to other lodges, while only 662 were admitted by the presentation of such cards.

General aims.—The convention of 1900 proposed a declaration of principles, to be prefixed to the constitution, which was afterwards adopted by referendum, by a vote of 1,112 to 517. It opens with a reference to "the class struggle between the privileged few and the disinherited masses, which is the inevitable and irrepressible outcome of the wage system," and closes as follows:

"As members of the Brotherhood of Boiler Makers and Iron Shipbuilders of America, we shall constantly keep in view its great object, namely, the summary ending of that barbarous struggle at the earliest possible time by the abolition of classes, the restoration of the land and all the means of production, transportation, and distribution to the people as a collective body, and the substitution of the cooperative commonwealth for the present state of planless production, industrial war, and social disorder; a commonwealth in which every worker shall have the free exercise and full benefit of his faculties, multiplied by all the modern factors of civilization."

Convention.—The convention meets biennially. Each local is entitled to one delegate and one vote for the first 10 members or major part thereof; to one additional delegate and vote for the next 20 members or major part thereof, and to one additional delegate and vote for each additional 30 members or major part thereof. Representation is based on the per capita tax paid by each lodge for the last quarter preceding the convention. One delegate may cast the full vote of his lodge.

Constitutional amendments.—The constitution is amended by popular vote on measures submitted either by the convention or by the local lodges. In the latter case the proposed amendment must be indorsed by 10 per cent of the lodges in good standing before being submitted to a general vote. All locals are required to vote, at the last meeting in the month following the submission, on amendments or other questions submitted to the referendum. The amendment is also to be read at two meetings thereafter within the next 30 days, and members who have not already voted are to be given an opportunity to do so. Any measure is carried by a majority of the valid votes cast. The result, together with the result of the vote in each lodge, is published in the Journal.

Officers.—The executive authority of the Boiler Makers' Brotherhood, when the grand lodge is not in session, is vested in the executive council, which consists of the president-organizer, five vice-presidents, and the secretary-treasurer. This council has power to make orders in all cases not provided for by the constitution or by the action of the grand lodge. It also hears and determines charges against any local lodge or any officer or member of the grand lodge, and all appeals from decisions of the subordinate lodges. It has power "to provide revenue

[1] Boiler Makers' Journal, August, 1896, p. 222; August, 1900, p. 233; December, 1899, p. 362.

for the grand lodge by means of a per capita tax on each subordinate lodge under its jurisdiction." All officers are elected by popular vote.

The president receives $1,200 a year and traveling expenses. The secretary-treasurer receives $1,000 a year. They must live at the headquarters city and must occupy the same office. If one of them has to move in order to be at the headquarters, the brotherhood pays the cost.

The constitution provides that at each election three members shall be chosen to form a grand board of trustees; and in alternate years, the years in which the convention meets, this board is to examine the books of the president and the secretary-treasurer, and make a detailed statement of receipts and expenditures and have it published in the Journal.

Local lodges are directed to elect business agents in cities where there are enough members to support them, for the purpose of keeping up the membership, collecting dues, and performing such other duties as the local lodges may require.

Local unions.—A charter for a local union may be obtained by five qualified persons. A charter is not to be granted to any body of boiler makers while they are on strike, and a charter is also to be refused if it is shown that the applicants mean to make demands upon their employers as soon as they get it. Local unions are required to meet at least twice a month, and to hold quarterly meetings on the last meeting nights in March, June, September, and December, at which all arrearages, fines, and assessments must be paid and all debts of the locals canceled. If a lodge lapse or surrender its charter, the members are forbidden to divide its funds among them, but are directed to forward all funds to the general secretary-treasurer. Fifty per cent of the amount is to be placed to the credit of the lodge, in case it is ever reorganized, and 50 per cent is to go to the credit of the general fund. Any 5 members can retain the charter. Any smaller number who may wish to retain their membership are to be enrolled as members of the nearest lodge.

District lodges.—The constitution contains general provisions for district lodges, to be composed of not less than three subordinate lodges in any city or cities. The district lodges have power to enact by-laws, adjust disputes, and call strikes.

Membership.—An applicant for membership in the Brotherhood of Boiler Makers must be a free-born male citizen of some civilized country, 19 years of age, a practical boiler maker or iron-ship builder, and an efficient workman, able to command the average wages of the yard or shop employing union men.

Applications for membership must be in writing. The applicant must be recommended by a member in good standing, and the application must be indorsed by two other members who know the candidate. The application must be read at a regular meeting and laid over until the next stated meeting, when it is to be voted on. The vote is by ball ballot, and three black balls reject; but they must be explained.

Apprentices.—An apprentice may apply for membership in the Brotherhood of Boiler Makers between the ages of 18 and 21 if he produces a voucher that he has served 2 years at the trade. He is to pay half fees and, if beneficial, to receive half benefits. On coming of age, or being able to command full wages, he is to pay the other half fee, and, after being clear on the books for 30 days, to be allowed all the privileges of a full member.

Traveling and transfer cards.—Any member who is leaving the neighborhood of his lodge is to apply to the financial secretary for a "combination card." He must pay all dues, fines, and assessments, and dues in advance to the end of the quarter. On accepting employment in any place where a lodge exists he must deposit the card and become a member of that lodge within 30 days on pain of a fine of $1. The corresponding secretary of the lodge which receives the card must return it within 5 days to the lodge which granted it. So long as the member holds his card he is liable for all assessments on members of the lodge he has left.

Discipline.—The Brotherhood of Boiler Makers prescribes reprimands or suspension for various offenses, including neglect of duty, obtaining membership through fraud, divulging to an applicant for membership the name of a member who opposed receiving him, and entering a lodge in a state of intoxication. Any member who takes the place of a person out on a strike is to be expelled from the order. Provision is made for the trial of accused persons before a trial committee of three members, and the defendant has the privilege of selecting one member as counsel.

Any member who fails to attend a quarterly meeting is to be fined 25 cents. A member who fails to attend the annual meeting, when the election of officers takes place, is to be fined 50 cents. Sickness, being compelled to work, or absence from the city is a good excuse.

The constitution provides that no member shall contract for any boat or full

piece of work from any corporation, firm, or employer, so as to monopolize it for subcontracting, but that all giving of work by the piece and all hiring of men must be done by the employer, and all men so hired must be paid by the employer. Any member violating this rule is to be expelled.

The constitution also provides that "all religious and partisan discussion, or any other language or recriminations calculated to create discord among members, shall be strictly prohibited and excluded from the proceedings of the lodge."

Finances.—The charter fee, including the cost of a set of supplies, is $15. The per capita tax is 20 cents a month. One dollar from each initiation fee goes to the national union. Since January 1, 1901, all payments to the national office have been made by the stamp system. The initiation fee must be at least $5, and may be made higher by any local. The local dues may not be less than 50 cents a month. Assessments may be levied, on the proposal of the executive council, by vote of a majority of the locals.

Any member who lets his dues, fines, and assessments run behind to the amount of 3 months' dues is to be notified, and if he does not pay within 30 days is to be suspended. When his total arrearages amount to 6 months' dues his name is to stricken from the roll, and he can not become a member again without first paying up all dues in arrears, with fines and assessments, unless such dues are remitted by vote of the lodge they are due to.

The receipts and expenditures for successive years have been as follows:

	Receipts.	Expenditures.
1895	$6,560	$4,828
1896	9,518	10,874
1897	5,591	5,800
1898	7,230	7,091
1899	11,422	11,034
1900	21,071	19,014

Benefits.—While the national union as such provides no sick or death benefits, a resolution was passed in 1900 directing the subordinate lodges to establish sick benefits of not less than $3 and not over $5 a week.

Tax dodging.—The tendency of locals to avoid payment of the full per capita tax is indicated by this provision: "Any lodge that shall misrepresent their membership to the grand lodge in order to keep down their per capita tax shall be disciplined in some manner to be determined by the executive council."

In August, 1899, the secretary said that the grand lodge was receiving per capita tax on 2,894 members; 6,973 members were on the register, and the secretary believed that taxes ought to be paid on at least 5,000. In November, 1899, the auditing committee reported that the number of members in good standing was 3,579, out of 8,073 registered on the roll book. The auditing committee confirmed the opinion of the secretary, that a large number of the lodges did not pay the per capita tax that they should pay. In an article in the journal of the brotherhood, the secretary explained one way in which the national organization loses. Members let their dues run behind, and their local reports them not in good standing, and does not pay the per capita tax upon them. Afterwards they pay up their dues. The per capita tax for the period of delinquency ought to be remitted to headquarters, but in many cases it is not.[1]

The president, at the convention of 1900, called attention to the failure of some lodges to pay their per capita tax on their full membership, and to the fact that this constitutes a fraud upon the remainder of the lodges. He recommended that the stamp system already used by several labor unions, be adopted for the purpose of making such frauds impossible.[2]

Strikes.—Each lodge is directed to appoint a shop committee, consisting of from two to five members, to look after the interests of the order. But a shop committee may not order a strike under any circumstances. No shop can strike except by a two-thirds vote of the members present at the lodge at a regular meeting, or at a special meeting of which due notice has been given to every member. No assistance can be given from the general treasury unless authority to strike has been obtained from the executive council before the strike has begun. Members who take part in an authorized strike are entitled to $7 a week if married and $5 a week if single; but no strike benefits are paid until 2 weeks have expired.

[1] Journal of Boiler Makers, September, 1899, p. 275; December, 1899, p. 362.
[2] Boiler Makers' Journal, August 1, 1900.

A new regulation gives district lodges authority to call strikes, but provides that the district lodges shall also pay the cost.

A member discharged while acting under instructions of his lodge or of a committee of the lodge is entitled to receive full pay (by which seems to be meant his full rate of wages) until his case is adjusted or he obtains employment.

The auditing committee, in its report of November 13, 1899, said that many lodges, by hasty strikes, had deprived themselves of that assistance from the general body which is essential to success. If they would look up the law as given in the constitution, and have patience to let the grievance and the application for the strike go through the regular course and receive the approval of the executive council, less strikes would be lost.[1]

The president, in his report to the convention of July, 1900, stated that over 90 per cent of the strikes which had been sanctioned by the executive council of the brotherhood had been successful. Seventeen strikes had been lost, most of them through the bad judgment of the members involved in undertaking the strike without the sanction of the council. Besides a greater chance of hasty and unwise action through this course, it cuts off the strike benefits. It is admitted that such action may sometimes be justifiable, since the delay involved in waiting for the council's sanction would cause the moment for action to be lost.

The most expensive fight which the president reported was that in Chicago for an 8-hour day with wages of 30 cents an hour. This began July 17, 1899. The majority of the employers yielded, but the strike was not over until May 1, 1900. The final result was a compromise, and the president declared that the same result could have been reached 4 or 6 months earlier if reasonable business methods had been employed. A strike at Bay City, Mich., the president's own home, could also have been adjusted, he thought, "had good ordinary business judgment been used by the committee in charge of the strike." Another important strike, at Erie, Pa., was lost, in the president's opinion, through misunderstanding among the men, resulting in misrepresentation to the executive council. It was said when the strike was proposed that only 37 members would be called out; in fact, 131 members had to be supported

The president added that 46 lodges had secured increase of wages or reduction of hours either with or without strikes.[2]

The union reported to the Federation of Labor in the fall of 1900 that it had won 49 strikes during the preceding year, compromised 3, and lost 4. The number of persons involved in strikes was 2,642, and the cost was $15,003.

Eight-hour day.—A resolution was adopted by referendum vote in 1900 that 8 hours should constitute a day's work on and after June 1, 1901.

Journal.—The Boiler Makers publish an official journal, a monthly magazine of 32 pages. It contains a list of subordinate lodges and their officers, and lists of members admitted, suspended, withdrawn, reinstated, etc. It also contains a tabulated statement of the condition of trade in each local and of the number of hours of weekly work. A large proportion of its space is filled with communications from lodges.

INTERNATIONAL ASSOCIATION OF ALLIED METAL MECHANICS.

History.—This organization was established, under the name of International Union of Bicycle Workers and Allied Mechanics, in 1897. The present name was adopted in 1900. Its former name indicates the character of the occupations which its members most commonly follow.

General aims.—The union announces its aims and objects in the following terms:

"1. To unite fraternally all workers of good character coming under our jurisdiction for the purpose of promoting education in these lines and questions relative to bettering the conditions of the working classes in general.

"2. Reduction in the hours of labor.

"3. The creation and maintenance of a scale of wages that will enable its members to live and enjoy the comforts of life as wealth-producing citizens should.

"4. Opposition to child and female labor; equal pay for equal work.

"5. Opposition to convict labor in competition with free labor and the passage of laws compelling convict made goods to be stamped 'Convict-made.'

"6. Opposition to the piecework system, as it is not productive of good workmanship and detrimental to the consumer.

[1] Boiler Makers' Journal, December, 1899, p. 362.
[2] Boiler Makers' Journal, August 1, 1900.

"7. Opposition to trusts and combinations of capital, which act not alone to cu tail competition and limit production, but are used as weapons to crush an degrade the wage-worker. Such trusts are now fast reducing the wage-worker t a degree of slavery without parallel in the world's history."

The Allied Metal Mechanics have declared, by a resolution of their convention, tha they "favor in every manner governmental control of the telegraph, railway, an telephone, and call upon all subordinate unions to endeavor by all possible mean to have their Senators and Congressmen work to that end."

Another resolution of the convention condemns all action of subordinate union for the advancement of party ends.

Convention.—Local unions of 150 members or less are entitled to 1 delegate; thos with more than 150 and less than 500, to 2 delegates; those of 500 and less than 1,000, to 3 delegates; those of 1,000 or more, to 4 delegates. To be eligible to election one must have been a member in good standing for 6 months immediately before the election, unless his union has been organized within that time.

Constitutional amendments.—The constitution may be amended by action of the convention, confirmed by popular vote, or by popular vote on propositions supported by seven subordinate unions. A majority vote is sufficient.

Officers.—The officers are a president, who is also general organizer, five vice-presidents, and a secretary-treasurer. Candidates are nominated by the subordinate unions. The five candidates for each office who are nominated by the greatest number of unions are eligible. Their names are printed in alphabetical order on the official ballot prepared by the secretary-treasurer, and each member makes a cross opposite the name of each candidate whom he wishes to vote for. For president and treasurer a clear majority is necessary. If a clear majority is not obtained on the first ballot, a second ballot is taken, for which only the two candidates who have received the most votes are eligible. For the other offices the candidates who receive the highest number of votes on the first ballot are elected. The president has power to suspend officers for cause, and to fine, suspend, or expel any member of the union who has been guilty of any act unbecoming a union man. An appeal lies to the executive council, and thence to the convention. The president's salary is $900. The secretary-treasurer gives a bond of some solvent guaranty company for $2,000, and his salary is $900. The executive council is composed of the officers.

The convention has adopted the following resolution: "*Resolved*, That none of our officers be permitted (unless absolutely necessary for the success of the international) to work more than 8 hours per day."

Apprentices.—Local unions may make regulations limiting the number of apprentices to be employed in each shop.

Scabbing.—The constitution of the Allied Metal Mechanics defines this term as follows: "A member of a union engaging to take a situation in the jurisdiction of another union at a lower rate of wages than the scale of prices of the latter union calls for, and failing for any cause to obtain the same, is guilty of 'scabbing.'

"When a member has deliberately scabbed it is not necessary that he should be cited to appear for trial, but he may be summarily expelled."

Finances.—The charter fee for new local unions is $5. Fifty cents is paid to the international union for each new member. The per capita tax is 20 cents a month. Half the per capita tax goes to the general fund and half forms a defense fund. The executive council may levy an assessment when absolutely necessary, but no such assessment can be more than 50 cents, and assessments can not be levied more than three times in any calendar year, except by referendum vote of all the members.

Strikes and lockouts.—When a disagreement arises with employers the president is to be notified, and is to make all possible efforts to settle the dispute. If he does not succeed, a strike may be authorized, either by the executive council or, if necessary, by the president. A meeting of the local union is then to be summoned, of which all members are to be notified. If two-thirds of the members present decide in favor of a strike, it is inaugurated.

Where more trades than one have subordinate unions in the same place under the Allied Metal Mechanics, they are to create a joint standing committee to secure united action. In such places, if a majority of the local unions fail to support a proposition to strike, the union in which the grievance has arisen may appeal to the executive council. If four-fifths of the members of the executive council think a strike is absolutely necessary, it may be ordered, and any who disregard it are to be expelled.

Ten cents a month per member, being one-half of the per capita tax, forms a defense fund, which is directed to be drawn on only for the sustaining of strikes,

for resisting the encroachments of men too strong for the local union to contend with, and for advancing and defending the principles of unionism in the trade. Out of this fund a benefit of $4 per week is payable to participants in an authorized strike. To be entitled to benefit a man must report daily to the proper officers. One who gets work as much as four days a week is not entitled to benefit. Benefits cease at the end of eight weeks, except where both the union interested and the executive council think it necessary to continue them longer.

Labor Day.—A resolution of the convention declares that no member is to be permitted to work on Labor Day, and that local unions shall have power to fine or punish members for violation of the rule.

METAL POLISHERS, BUFFERS, PLATERS, AND BRASS WORKERS' INTERNATIONAL UNION OF NORTH AMERICA.

History.—The Metal Polishers, Buffers, Platers, and Brass Workers' International Union of North America was organized in 1886. In 1896 it was amalgamated with the Brotherhood of Brass Workers. The organization now includes the following trades: Polishers, buffers, platers; brass, copper, aluminum, and britannia finishers; brass molders, chasers, cock-grinders, chandelier makers, spinners, engravers, britannia sand buffers, solderers, burnishers, and finishers. According to the statement of its secretary, the number of its locals in July of each recent year has been as follows: 1896, 40; 1897, 80; 1899, 120; 1900, 150. The secretary gives the membership in July, 1896, as 4,000; 1897, 5,000; 1898, 5,500; 1899, 8,000; October, 1900, 13,750. On April 20, 1901, the membership by branches of industry was reported as follows: Polishers, 9,453; brass molders, 2,203; chandelier makers, 612; brass workers, 1,639; mixed locals containing members of various trades, 2,579; total, 16,486.

The union has had some disputes over jurisdiction with the Bicycle Workers, now the Allied Metal Mechanics. The two organizations came to an agreement in 1897, dividing the work of emery grinding by a provision that in bicycle factories where roughing is done by the members of the Bicycle Workers' Union they should use no emery higher than 80.

General aims.—The preamble to the Metal Polishers' constitution pledges the efforts of its members for the following objects: Reduction of the hours of the workday, Government ownership of national monopolies, election of all public officers by popular vote, and abolition of government by injunction in controversies between capital and labor.

Conventions.—The convention meets annually on the third Tuesday of April. Each local is entitled to one delegate for the first 200 members or less, and one additional delegate for each additional 200 members or major part thereof. Delegates are entitled to one vote for the first 50 members or less, and one additional vote for each additional 50 members or major part thereof; but no delegate can cast more than six votes. The organization pays the mileage of delegates.

Officers.—The officers are a president, seven vice-presidents, and a secretary-treasurer; and the officers constitute the executive board.

The president has power to decide all questions of law and controversies between locals and members, or between locals and the international organization, subject to appeal to the popular vote. He is required to give his whole time to his office, and his salary is $1,200. The first and second vice-presidents are also expected to give their whole time to the work of the union. They are to act as organizers and to undertake the settlement of grievances. They receive $900 a year each.

The secretary-treasurer issues a numbered due book and card, bearing his signature and the date of initiation of the owner, to each member. He is editor of the monthly journal. He gives a bond of $5,000, and his salary is $1,000.

The executive board has power to decide all questions between the locals and between the districts, subject to appeal to the referendum vote. It also has power to impeach any officer.

All officers are elected by popular vote on the Australian system. The general secretary issues official ballots containing the names of the candidates duly nominated by the locals.

Membership.—Any person who works at one of the trades included in the union may be admitted to membership, if he is not a suspended member and has done nothing detrimental to any organization. No superintendent or manager, or foreman who has full power to hire and discharge and to regulate wages, or person who is financially interested in any establishment except a cooperative shop, can be admitted to membership. If one comes from a city in which a local exists, and

has not joined that local, he can not, without its permission, join any other local, unless upon an order of the executive board. Candidates for membership are elected by a majority vote.

No member of the union is eligible to office if he holds a political position. Any man who leaves the trade to go into the liquor business, as a proprietor or partner, is required to take out his withdrawal card.

Apprentices.—An apprentice may be admitted to the union after working 3 months at the trade. The constitution requires an apprenticeship of 3 years before the issue of a journeyman's card. An apprentice member has no vote on questions of wages or strikes, but has the same vote as a journeyman on other questions.

Discipline.—Any member who goes to work where members are out on strike is to be fined $25, "unless acting as agent by the authority of the international union." A member who undermines or attempts to undermine a brother in his job is to be fined or suspended, at the option of the union.

If any member violates the constitution, it is the duty of any other member who knows of it to give notice in writing to the local president. An investigating committee is to be appointed. The committee is to notify the member and set a time and place for the investigation. After a hearing the committee must report to the union, giving a synopsis of the testimony, their judgment on the guilt of the accused, and such recommendation as they deem best. The ultimate determination of innocence or guilt and the fixing of the penalty rest with the union. An appeal lies to the general executive board, and ultimately to a vote of the whole membership.

Finances.—The charter fee for new locals consists of "a national initiation fee of $1 for each member." The local initiation fee, out of which the national is paid, is uniformly $5. The per capita tax is 25 cents a month. Ten cents goes to the strike fund, 3 cents to the death fund, 8 cents to the general expense fund, 2 cents to the journal fund, and 2 cents to the sinking fund. It is forbidden to use the money of one fund for another, unless by a two-thirds vote of the executive board. At present, in consequence of a heavy indebtedness caused by strikes, an additional tax of 10 cents a month is collected.

All initiation fees, dues, assessments, and fines are payable by stamps, which are obtained by the national president, delivered by him to the secretary, and furnished by the secretary to the local unions.

The initiation fee varies from $1 to $5, and the local dues from 50 cents to $1 a month. The constitution provides that no member shall be allowed to go to work in a card shop unless his due book is stamped up to date, except that one who has been out of employment 3 months or more, through sickness or other unavoidable cause, may have 30 days to pay up arrearages. A local which fails to send in its monthly report within 10 days after it is due is to be fined 50 cents, and when 30 days delinquent it is to be fined $1.

Death benefits.—On the death of a member who has been in good standing for 3 months a death benefit of $25 is paid; after 6 months, $50; after 1 year, $100. A suspended member upon reinstatement occupies the same position as a new member.

Strikes and lockouts.—If a local union thinks that a pending dispute may result in a strike it is its duty to notify the general secretary, and he is to send the general organizer of the district or the nearest member of the executive board to the scene of the trouble. If an amicable settlement proves to be unattainable, and a majority of the executive board consider that a strike is necessary, it may be authorized. It can not be inaugurated except by a three-fourths vote of the members present at a meeting of the local union. No member can vote on the question of striking unless he has been a member 3 months.

The strike benefit is $5 a week. In order to draw it every member on strike must report to the strike committee at roll call every day. A member can not draw strike pay for any week in which he has 4 days' work, and any member who refuses to work while on strike forfeits all benefits. A local union one-third of whose members are on strike may refuse to receive due books for 3 months, or, with the approval of the International president, for 6 months. At all other times the acceptance of due books—that is, the admission of members coming from other locals—is compulsory.

A defense fund is maintained by a payment of 10 cents a month from each member. It may be drawn on only "for the sustaining of legal strikes; for resisting the encroachments of unfair and disreputable men when too strong for the local union to contend with; for the purpose of advancing and defending the principles of unionism as applied to our own trade."

The union reported to the Federation of Labor in the fall of 1900 that it had won 14 strikes during the preceding year, compromised 2, and lost 1. Four thousand persons were involved, of whom 3,600 were benefited. The cost was $27,000.

Hours of labor.—In April, 1901, the president reported that a movement for the 9-hour workday was begun on January 1, and that up to the time of his report it had been successful in about 500 shops. Two years before, it was said, there was not a shop in the United States or Canada where the members worked less than 59 hours a week.

Overtime.—Members are forbidden to work overtime until all vacant places have been filled, and then they may not work overtime unless it is absolutely necessary. The penalty is a fine of $10, of which half is to go to the local and half to the International defense fund.

Contract work.—Any member who accepts a contract is subject to a fine of not less than $50, with suspension until the fine is paid. A contractor is defined as a foreman or overseer who agrees to perform a definite amount of work and to accept any other remuneration for it than a regular salary. It is specified that the rule is not intended to interfere with the right of members to work in piecework shops.

Official journal.—The official journal is a monthly paper which is sent free to all members, and is sent to outsiders at a subscription price of 50 cents. It is forbidden to "give up the paper to any party politics," but its pages are open to the discussion of social and economic subjects by the members of the organization.

Union label.—The union label of the Metal Polishers was adopted in July, 1897. The president reported in October, 1900, that 40 manufacturers were using the label, that about one-tenth of the total output of the trade was sold under it, and that about 300,000 labels had been issued during the preceding fiscal year.

A union label for bicycles is issued by the Bicycle Workers (now the Allied Metal Mechanics), the Metal Polishers, and the Machinists, jointly.

The constitution provides that any member who buys any commodity without a label, when union-label goods can be had, shall be fined $2.

AMALGAMATED SHEET-METAL WORKERS' INTERNATIONAL ASSOCIATION.

History.—The Amalgamated Sheet-Metal Workers' International Association was organized in 1888. Its members do all kinds of work in tin plate, cornice work, and work in sheet metal generally up to No. 4 gauge. In October, 1900, the secretary reported 122 locals and 3,886 members, and in June, 1901, 160 locals and about 4,500 members.

Objects.—Among the objects proposed in the constitution of the Sheet-Metal Workers are the encouragement of a higher standard of skill by the formation of schools of instruction in the local unions, and the settlement of disputes with employers by arbitration.

Conventions.—The interval between conventions is not fixed by the constitution, but each convention fixes the date of the next. Each local is entitled to 1 delegate for the first 50 members or less, 2 delegates for more than 50 and less than 100 members, 3 delegates for more than 100 and less than 150 members, and 1 additional delegate for each additional 100. A single delegate may cast the full vote to which his union is entitled. Mileage and expenses of the delegates are paid by the locals, except that for locals more than 800 miles from the meeting place the international association pays mileage, at 1½ cents a mile, for the distance above 800. A delegate must have been 6 months a member of his local, if his local has existed so long.

Constitutional amendments.—The constitution may be amended by a majority vote of the convention. It may also be amended by a two-thirds majority on a popular vote on propositions submitted by the executive board, or proposed by one local and seconded by 10 others.

Officers.—The officers are a president, four vice-presidents, and a secretary-treasurer. The president and the vice-presidents constitute the executive board. The board elects a chairman, who must be another than the president. The vice-presidents act as general organizers. The president determines points of law, subject to appeal to the board. With the consent of a majority of the board he fills vacancies in the general offices. The executive board decides appeals from the decisions of the president, and attends to disputes with employers. The vice-presidents, when acting as organizers, receive $18 a week, $1.50 a day for expenses, and railroad fare. If they work at their trade their wages are deducted from their allowance. The secretary-treasurer gives a bond for $4,000, and his salary is $1,000 a year.

If any officer of the executive board fails to answer an official communicatio within 3 days, he is to be fined $5 for the first offense and $25 for the second, an for the third is to be expelled by the president.

The officers are elected by the convention, by a majority vote. If no candidat receives a majority, the lowest is dropped and the ballot is repeated.

Local unions.—Only one local union of members working in the building trade may be established in a city. A separate local of makers of sheet-metal ware ma be established when it seems desirable.

The constitution directs that the locals use a uniform system of bookkeeping books and blanks for which are furnished by the general secretary-treasurer. Th by-laws of the locals are required to be submitted to the executive board fo approval.

The constitution provides that no local shall withdraw from the Internationa Association or dissolve so long as five members in good standing object, and tha the association shall not be dissolved while there are five dissenting locals.

Membership.—The sheet-metal workers include tin and sheet-iron workers, roofers, cornice workers, range and furnace workers, jobbers, coppersmiths, and those who put on iron ceilings and sidings. The union does not claim jurisdiction over work in iron heavier than No. 4 gauge.

An applicant for membership must sign a regular application blank, and it must be countersigned by two members in good standing. A two-thirds vote elects to membership. No one who has been expelled or suspended from any local or who is in arrears for dues to any local can be admitted by another local without the consent of the first.

Apprenticeship.—The sheet-metal workers recommend a legal apprenticeship system, and forbid more than one apprentice to six journeymen.

Cards.—A clearance card is to be issued to any member who wishes to travel or transfer his membership, on payment of all dues to date and for a future period of not less than 1 month nor more than 1 year. The signature of the member is placed upon the card for purposes of identification. On going to work in a new place the member must immediately deposit his card with the local union, and the financial secretary of the union must report the receipt of it to the local which issued it.

A withdrawal card is issued by a two-thirds vote to one who has ceased to work at the trade.

The local president is expected to appoint a shop steward in each shop, whose duty is to see that nonunion men join the union and that union men deposit their cards with the locals. He is required to demand 50 cents a day from any union man who goes to work in his shop without a card. When the man joins the local the money is returned.

Discipline.—The most heinous offenses, in the judgment of the Sheet-Metal Workers, are habitual drunkenness, attempts to create dissension among the members, working against the interest and harmony of the union, advocating dissolution of the local or division of the funds or separation of the local from the general body, and the commission of any offense which will bring the union into discredit. For any of these acts a member is to be expelled. For misapplication of funds, for willful slander of a fellow-member, for willful violation of trade rules, or for unauthorized betrayal of union business, a member may be expelled, suspended, or fined.

Charges must be brought in writing and tried before a committee of 5, selected by lot from among 10 members named by the local. The accused has a right to challenge any 3. The committee reports to the local and a vote of the local determines the final decision. An appeal lies to the executive board.

Charges against any general officer must be made by affidavit, and the case is apparently tried and the penalty, if any, fixed by the president alone, or by the first vice-president alone if the president is the defendant. An appeal lies to the convention.

Any member who brings false charges against another is to be fined, suspended, or expelled.

Finances.—The charter fee paid by new locals is $15. This includes the cost of seal, books, and blanks. The per capita tax is 15 cents a month. The initiation fee may not be less than $3, or, for the first 3 months after a new local is established, not less than $1. A local can not levy a tax or assessment except by a two-thirds vote. A member 3 months in arrears is to be suspended, and when 6 months in arrears his name is to be dropped from the books. A local 3 months in arrears is to be notified, and if it does not then pay within 1 month it forfeits its charter.

Strikes.—A grievance against an employer can be insisted on only by a two-thirds vote, by secret ballot, of the members present at a meeting of the local, of which all members in good standing have been duly notified. When such a vote has been taken a full account of the case must be given to the executive board, and a strike can not legally be declared until the board has given its consent. The board is required to discourage a second strike when one is in existence under its jurisdiction, unless in case of emergency. The strike benefit is $5 a week for men of family and $4 for single men. It commences the second week after the strike is authorized and is not paid for any fraction of a week. The defense fund is maintained by the appropriation of 5 cents a month from the per capita tax of each member. When it amounts to less than $500 the executive board is to levy an assessment. The executive board has power to declare a strike at an end. No strike may be declared between December 1 and April 1, "except in case of extreme provocation." A member who goes to work where there is a strike is to be fined $5 a day.

In the case of a lockout, assistance begins from the day of the application. A lockout is defined as "a declaration on the part of an employer or combination of employers to the effect that their employees must cease their connection with the union or cease work," or a combination "by a number of employers for the purpose of throwing their employees out of work without any cause or action on their part."

Piecework.—Piecework or subcontracting is forbidden in building work. The rule does not apply to the making of sheet-metal ware.

Union label.—The sheet-metal workers use a paper label on ware made by them. To outside work they attach a stamped brass label. The labels are furnished free of charge to employers, but are issued by the general office to the locals at a charge which is meant to represent the cost. The present charge is $10 a thousand for the brass labels and $1 a thousand for the paper labels. The labels can not be used on ware made in factories by machinery or by children.

IRON MOLDERS' UNION OF NORTH AMERICA.

History.—The Iron Molders' Union of North America was organized on July 5, 1859, by delegates from 12 existing local unions. By January 1, 1861, 28 locals acknowledged allegiance to it. The war nearly destroyed it, but by great and self-sacrificing work, especially on the part of William H. Sylvis, one of its founders, its fragments were brought together. Fourteen locals reported at the convention of January, 1863, and 50 at that of 1864. The next year 46 new locals were formed and 7 were reorganized. From that time, though the growth of the union has not been steady, it has always been a strong and healthy organization. In July, 1900, the secretary reported 321 locals and 35,000 members.

General aims.—The preamble of the constitution is as follows:

"Believing that under the present social system there is a general tendency to deny the producer the full reward of his industry and skill, and that the welfare of a community depends upon the purchasing power of its members, and that the only means of resisting the power that the centralization of power has placed in the hands of the few is by organized effort: Therefore we, the iron molders of North America, in order to promote our craft interests and enable us to maintain our rightful position as citizens, have organized the Iron Molders' Union of North America."

The following is among the standing resolutions of the union:

"*Resolved*, That while we are opposed to entering any political party as a body, we declare it our duty to use our influence with the law-making power to secure the following objects: (1) The regulation of the employment of women and children; (2) securing the adoption of a State apprentice law by which all apprentices to a trade would be properly indentured; (3) securing the adoption of proper laws regulating the hours constituting a day's work; (4) reform in prison labor so as to prevent the product of convict labor coming into competition with honest labor, and to encourage the principle of arbitration whenever practicable."

Convention.—The iron molders hold a convention every two years if it is desired by the members. Before the time for the convention all local unions are asked to vote on the question of holding one. If the vote is in the negative, another vote is taken yearly until an affirmative vote is returned. Each union is entitled to one delegate for 100 members or less, and to an additional delegate for every additional 100 members or majority fraction thereof. The organization pays the fare of each delegate and $3 per day during his attendance.

No convention was held between 1895 and 1899.

Constitutional amendments.—The constitution may be amended either by vote of the convention or by general vote on motion of any local. The executive board, on receiving a proposed amendment submitted by any local union, must, if a majority of the board approve of the amendment, submit it to a vote of the local unions. If a majority of the votes of the members are in favor of the amendment it becomes a law. If the proposed amendment is not approved by the executive board, 10 local unions may appeal, whereupon the executive board, after publishing its reasons for disapproval, must submit the amendment to the vote of the local unions.

Officers.—This organization has a larger number of officers than most of the national unions. There are a president, four vice-presidents, a secretary, an assistant secretary, a financier, a treasurer, an editor of the journal, and seven trustees, who with the president, constitute the executive board. The president has no vote in the board, but in all other respects acts with it. The president is paid a salary of $1,500 a year and traveling expenses; the vice-presidents are each paid $1,100 a year and traveling expenses; the secretary is paid $1,200 a year, and must give bond for $5,000; the assistant secretary receives $1,000; the financier is paid $1,100 and the treasurer $800; the editor receives $1,200; the trustees are paid $6 per day and mileage while discharging their duties.

The president has a casting vote in case of a tie in the annual convention; he is ex officio a member of all committees; he acts as chief organizer, and is required to visit unions involved in disputes with employers, or send a deputy if he can not attend. The vice-presidents act as assistant organizers and visitors of unions.

The financier has general charge of the benefit and relief funds, keeping account of the finances of the various local unions.

The trustees have charge of the investment of moneys, and must each give bond for $4,000. They also possess the general executive powers and judicial powers of the organization. They are empowered to approve or disapprove strikes by local organizations and to levy assessments when necessary to support strikes.

The executive board may, by a vote of five members, remove any officer for incompetency or unfaithfulness. No member of the board can hold any other elective office in the organization.

Corresponding representatives.—One delegate to the convention from each local acts as corresponding representative, and his duty is to report monthly to the secretary of the national organization the names of all members initiated, suspended, expelled, etc., with details; the number of members employed and unemployed, the condition of trade, the receipts and expenditures of the local union, etc. If a local has only one delegate to the convention, this duty falls upon him as a matter of course. If a local has several delegates, one of them is selected. The delegates hold their offices until their successors are elected.

Membership.—Any molder who has served an apprenticeship of 4 years, or who has worked at the trade 4 years, and who is competent to demand the general average of wages, may be admitted by vote of the local union. The vote is by ball ballot, and if one-third of the balls are black the candidate is rejected.

Apprentices.—The constitution requires that any boy who engages to learn the trade shall be required to serve 4 years and shall not be permitted to leave his employer without just cause. It is forbidden to let any boy begin to learn the trade before he is 16 years old. The number of apprentices is restricted by the rules to "1 to each shop, irrespective of the number of molders employed, and 1 to every 8 molders employed thereafter." The union has not found it possible to enforce this restriction. It is said that the stove founders have more apprentices than 1 to 6 journeymen, and that the union, in its conference with the Stove Founders' National Defense Association in 1900, was willing to agree to a ratio of 1 to 6, while the employers would not accept anything less than 1 to 4.[3]

Discipline.—The constitution says: "No member of this union shall be allowed to injure the interests of another by undermining him in prices or wages, or any other willful act by which the situation of any member may be placed in jeopardy."

Any member engaged in the liquor trade is ineligible to hold any office or to act as a delegate to convention.

A member against whom charges are brought is entitled to a hearing, after due notice, before a special committee, with the privilege of introducing testimony and of cross-examining witnesses. The committee reports to the union, and the union votes first on sustaining the committee's report as to the guilt or innocence of the accused. If the verdict of the union is guilty, the penalty is then voted on. The vote is by ballot. The first question is on reprimand. If this is not carried, the next ballot is on fine; then successively on suspension and expulsion. If no deci-

[3] Report of the Industrial Commission, vol. 7, p. 865.

sion is reached when all these grades of punishment have been voted on, the process is repeated, beginning with reprimand. Two ballots can not be taken on the question of expulsion, and no adjournment can take place until a decision is reached.

An appeal lies from any action of a local to the president of the international union, from him to the executive board, and ultimately to the convention.

Any local union may prefer charges against any local or general officer for violation of the constitution or laws, or for any act calculated to impair the dignity of the organization. Charges are tried before the executive board. The accused has the right to question witnesses. A popular vote is necessary to approve the findings of the executive board.

Finances.—The charter fee paid by new unions is $5. The initiation fee is $5, of which $3 goes to the local union for its local purposes and $2 is sent to the general treasurer for the death and total disability fund. The dues are uniformly 25 cents a week. The division of them is explained below under the head "Benefits."

The constitution provides that when the sum of $6,000 shall have accumulated in the hands of the treasurer it shall be invested in the name of the trustees. Similarly any moneys above $4,000 in the hands of the secretary are to be invested or deposited in the name of the trustees. Another provision, however, declares that the secretary shall not have at any time more than $750 in his possession. The secretary is directed to draw orders on the treasurer for all expenditures and to keep accounts of the finances. His orders must be countersigned by the president.

Benefits.—This organization provides for a strike benefit of $7 per week, payable to all members engaged in a legally authorized strike. The same allowance is made to members thrown out of employment for following the instructions of the union or conforming to its principles. A sick benefit of $5 per week is allowed to any member who has been in good standing for not less than 6 consecutive months. This is payable after the first week's sickness, and may not be granted for more than 13 weeks in any one year. Any member taken sick while traveling is entitled to benefits from the nearest local union. In case of the death or total disability—by blindness, paralysis, or loss of an arm or a leg—of a member who has been in good standing for not less than 1 year, he or his heirs are entitled to $100. Members who have been in good standing for from 5 to 10 years are entitled to $150; from 10 to 15 years, $175; over 15 years, $200. The out-of-work benefit consists of exemption from weekly dues only. This relief may not be given for more than 13 weeks in any one year, and to be entitled to it a member must have been in good standing for at least 6 months and must not owe more than 6 weeks' dues when he loses his employment.

The constitution provides that sick members must be visited each week by a committee of at least two, and the findings of the committee must be reported at the regular meeting of the union. A local union may also provide in its by-laws that a physician's certificate shall be furnished before sick benefits are paid. If the visiting committee is refused entrance to the house or the sick room, except by order of the attending physician, it is not obligatory on the union to pay the weekly allowance. If a member is working under the jurisdiction of the union, but at too great a distance to be visited by the sick committee, a physician's certificate, attested before a notary public, must be furnished before benefits are paid.

All benefits are ultimately payable by the national union, although the local unions keep a portion of the funds on hand, subject to draft or to replenishment from the central treasury. Out of the local weekly dues of 25 cents 8 cents are placed to the credit of the local benefit fund for the payment of sick and out-of-work benefits. Ten cents per week are forwarded to the international treasurer, of which 16 per cent is placed in the death and disability fund, 26 per cent in the monthly fund, and 58 per cent in the strike fund. In case of emergency the executive board has power to make transfers from one fund to another. The central organization has an officer known as the financier, who keeps account of the funds of the locals for relief purposes, as well as of the relief funds of the international organization. If the sick fund of a local becomes depleted, he must, with the consent of the president, order such a remittance from the international relief fund as is necessary. He has power also to call in from the balances of the sick-benefit funds of the local unions such amounts as are necessary for the general relief funds.

During the year ending June 30, 1900, strike benefits were paid to the amount of $71,348, death benefits to the amount of $16,000, and sick benefits to the amount of $85,420. This includes practically all the expenditures of this sort by both local and national organizations. The general expenses of the national union were $67,647. The payments out of the 7 cents a member a week, which remains under the control of the locals, are not reported.

Strikes.—The Iron Molders' Union used to be one of the most aggressive of labor organizations. In its first year, $5,511 out of a total income of $6,125 was spent on strikes.[1] Its constant demands, culminating in a great strike in 1886, are said to have destroyed the stove manufacture in Troy, N. Y., which was a great center of the stove trade. In the midst of the contest of 1886 the stove founders of the country organized the Stove Founders' National Defense Association. Their avowed purpose was to fight the molders, and they did fight them steadily for 4 or 5 years, and won This experience probably contributed, as the employers say it did, to reduce the molders to a more peaceable frame of mind.[2] Their policy for 10 years past has been one of peace. Their relations with their employers have been regulated, so far as they have been able to effect it, by formal agreements, national or local. An account of these agreements is given on pages 347–354, They have not, however, forgotten how to fight, as is shown by the important strike in Cleveland in 1900. This strike, which is closely connected with the agreement between the union and the National Founders' Association, is described on page 352.

Authorization of strikes.—In order to appeal for the official authorization of a strike a local union must hold a meeting and take a secret ballot on the question of accepting conditions proposed by employers or of making demands. An affirmative vote of three-fourths of all the members present is required, and no member can vote who has not been continuously a member for at least 3 months. If the decision is in the affirmative, the members must remain at work and lay their cause before the president of the national organization. He must proceed to the place of difficulty, personally or by deputy, to investigate, and, if possible, bring about a settlement. If he fails in this he must send a copy of the grievance to each of the seven members of the executive board, whose decision as to the approval or disapproval of the proposed action is final. If a local union decides to strike in opposition to the order of the executive board, the action may be considered sufficient provocation for suspension from the rights and privileges of the national union, at the option of the president and executive board. The members working in a shop are forbidden to strike without authority.

The constitution also defines certain cases which are to be considered as lockouts, and consequently as justifying a refusal to work. Thus if the employer demands of members that they sign contracts, or work for store pay, or work "bucks," or quit the union, it constitutes a lockout. So, too, if an employer whose men are on strike attempts to get his work made in shops other than that owned by him, it is the duty of all members to refuse to work on these jobs, and they are to be considered as locked out.

A resolution of the union, adopted at one of its national conventions, declares that it is the policy of the organization to render assistance to sister organizations among workmen connected with the foundries, if they submit their grievances and request assistance before striking. If such assistance is likely to involve the members of the Iron Molders' Union in a strike it must receive the same sanction from the president and the executive board as a strike of the members of the union.

Benefits and assessments.—Striking members are allowed a benefit of $7 per week. This is paid out of the national funds. Fifty-eight per cent of the weekly per capita tax of 10 cents is set aside for the strike fund. If this fund becomes depleted the executive board has authority to levy such assessments as are necessary, without a vote of the local organizations. The same allowance is made to victimized members as to those on authorized strikes.

Hours of labor and piecework.—The constitution contains the following paragraphs:

"No member shall do work of any kind before the hour of 7 a. m. or a ter 6 p. m., nor shall it be permissible for a member of this union to do more than a day's work in a day for equivalent pay.

"Molders shall not be paid less than time and a half for overtime, and double time for Sundays and legal holidays.

"Believing that the piecework system in the several branches of our trade has given rise to abuses that have wrought the most grievous injury to our members, and that our best interests lie in making an effort toward its abolition and the substitution of the day-work system in all branches: Therefore, be it

"*Resolved*, That it be an instruction to all of our officers, local and national, to make every effort to promote the growth of the sentiment in favor of the abolition of the obnoxious piecework system among our members, and that our national

[1] American Federationist, April, 1901, p. 115.

[2] See the testimony of the secretary of the Stove Founders' National Defense Association before the Industrial Commission: Reports, Vol. VII, pp. 861–865.

officers stand pledged to take advantage of every opportunity to further the policy herein outlined."

The convention of 1899 submitted to a vote of the members the question of taking steps to put an end to piecework and to establish the 8-hour day. The action proposed was an instruction to future officers to try to secure these modifications in agreements which might be made with the foundry men. The proposition to attempt the abolition of piecework was approved by a vote of 12,449 to 1,049; the proposition for the establishment of the 8-hour day by a vote of 12,367 to 796. The secretary says: "We realized that it would be an impossibility to enact a law abolishing a system that has been in existence, I might say, since the Christian era. We realized that it was, in a measure, a system that was very damaging to the workman, and felt that it could only be abolished, if at all, through agitation with those who imposed the system on their workmen. We can not hope for immediate results on either of these propositions, but we do expect through agitation to improve on these conditions, if we are not able to accomplish all we desire."

Machinery.—The convention of 1899 resolved to extend its jurisdiction over machine molders and all who work at molding, and advised all members to accept jobs on molding machines and to bring out their best possibilities.

Journal.—A monthly journal is published at a subscription price of 25 cents a year. It is not sent free to members. An editor, who must be a member of the union, is elected at each convention. It is directed that the minimum number of pages for reading matter shall be 24: 6 pages are reserved for the exclusive use of the editor. The constitution provides that the columns of the journal shall be open to all shades of thought on political, religious, and economic questions; but any article on trade matters is to have the preference, in the month it is received, over articles on such subjects.

Union label.—The label of the Iron Molders, adopted in 1896, is printed on paper and attached to union-made castings. It was determined in 1899 to abandon the paper label and adopt a device which could be impressed on the molds and become a part of the casting itself.

The molders admit that their label has not proved as effective a weapon as those of other trades. The reasons which they give are: First, the molder does not usually turn out a completed product, and by reason of the disorganized condition or unfair treatment of kindred trades the molders' label would sometimes work injury to struggling fellow-unionists. Second, machinery castings and the like are sold to people who can not be expected to discriminate in favor of union-made goods. Third, articles of cast iron which go to the general public are likely to be expensive articles, like stoves, and purchasers can not so readily be induced to discriminate in favor of the union label as they can be in the purchase of cigars or hats. This is especially true when the women do the buying.[1]

PATTERN MAKERS' LEAGUE OF NORTH AMERICA.

History.—The Pattern Makers' League of North America was organized in 1887. Its members are employed in making the wooden patterns from which castings are made.

The membership, as shown by the secretary's report for certain years, is given in the following table. The fiscal year ends April 30, and the reports are understood to refer to that date:

Year.	Number.	Year.	Number.
1888	609	1894	846
1889	802	1896	934
1890	977	1898	1,281
1891	1,165	1900	2,292
1892	1,005	1901	2,484

Objects.—The objects of the league are declared to be:

1. To elevate the conditions and protect the interests of the craft.
2. To establish fair wages and trade conditions.
3. To influence the apprenticeship system in the direction of intelligence, competency, and skill in the interest alike of employer and employee.

[1] American Federationist, March, 1900, p. 79.

4. To endeavor to avoid conflicts by means of arbitration and conciliation.
5. To provide superannuation, sick, death, and total-disability benefits, and to insurance.

Convention.—Conventions are held every 2 years, unless otherwise decided by a referendum, in which each local has the same number of votes that it would have in a convention. The question of holding a convention is to be voted upon by the several locals in January; if the vote is negative the convention is postponed for a year, and the question recurs in the following January. Locals are entitled to delegate for each 50 members or fraction of 50 not less than 25. Representation is based on the number of members for whom per capita tax is paid for the month of March. One delegate may cast the full vote to which his local is entitled. Delegates receive $3.50 a day and mileage from the general fund; but it is paid only for 1 delegate for the first 50 members and 1 additional delegate for each additional 100 members, not for a full representation of the large locals. A local must have been in existence 6 months before the 1st of March preceding the convention in order to be entitled to representation. The Pattern Makers make the unusual provision that all elective and executive officers shall have votes in the convention on all questions except the election of officers, provided they are in good standing in their associations. In most national unions the general officers have seats in the convention, but no votes, unless they are delegates from their locals.

Constitutional amendments.—The constitution may be amended only by a two-thirds vote of the biennial convention, confirmed by a two-thirds vote of the locals. The vote of each local for this purpose is computed according to the representation to which it would be entitled in a convention, on the basis of the number of members for whom it has paid per capita tax for the previous month.

Officers.—The officers of the Pattern Makers' League are a president, a vice-president, a secretary-treasurer, and an executive board consisting of these three officers and six other members of the League. None of them can be owner or foreman in any business employing pattern makers. The powers of the board are broad. It has general supervision of the work of the League, passes upon all appeals from local associations or members thereof, approves the by-laws of these associations, and has power to investigate proposed strikes, and to endeavor to bring about a settlement, or to authorize or refuse aid from the national funds. It may remove any officer, local or national, by a two-thirds vote. The report of the board to the convention of the League held in June, 1900, comments on the recent decision of the board to appoint an organizer, as had been authorized by the previous biennial convention. The president was appointed organizer, and the report declares that he has accomplished a considerable work in extending the membership and the influence of the League. An amendment to the constitution adopted after this convention made the president the general organizer, requiring him to devote his entire time to the League, and granting him a salary of $1,200. The secretary-treasurer, also, is now required to give his whole time to his League work, and is paid $1,200 yearly. Up to 1900 he received only a small payment from the League, and was obliged to support himself by regular work at his trade, and to do the League work nights and Sundays.

Salaried organizers may be appointed by the general executive board, and may receive such pay as it deems just. The cost of the president's 10 months' service as general organizer, by appointment of the executive board, during the fiscal year 1899, before the constitution made him organizer by virtue of his office, was $1,811. Three thousand one hundred and one dollars was expended for organization purposes during the two years from May 1, 1898, to April 30, 1900. The membership increased some 80 per cent during that time.

Business agents.—The constitution of the Pattern Makers' League contains fuller provisions concerning the appointment and duties of business agents than are found in the rules of most trade unions. It is provided that a local association may, in its discretion, elect an organizer or business agent, who must devote his whole time to the business of the association. His term of office may not exceed 6 months, though he may be reelected. Up to 1900 his pay was the prevailing rate of wages. This limit is now removed.

The business agent is strictly subject to the orders of the executive committee of the local association. He may hold no other office in the union, unless it be that of financial secretary. He may under no circumstances take such action as will involve the members in disputes or the association in expense, without special and specific instructions from the association. His duties must be such as will increase the membership of the association and extend its influence. For this purpose he must keep track of the names of members of the organization and of

nonunion men in the trade. He must also help members of the union to find work, keeping records of vacancies, etc.

It will be seen from these provisions that the Pattern Makers' League desires that the business agent shall be the servant and not the master of the local organization.

Metal Trades Councils.—A movement is on foot to establish in the various cities of the country councils somewhat similar to the building trades councils, representing the separate trade unions in the different branches of the metal trades, and also to bring about closer relations between the national organizations of the metal trades. The report of the biennial convention of the Pattern Makers' League, held in June, 1900, states that the local association of that League in St. Louis had formed, nearly 2 years before, a federation with the other unions of the metal trades in that city. In December, 1899, this local association requested the sanction of the Pattern Makers' League to enter into a movement with the other trades represented in this Metal Trades Council to secure joint contracts with their employers. These contracts were to provide for arbitration to settle disputes arising under them. The attempt fell through, since the molders signed individual agreements instead of adhering to this plan of joint agreements.

At the convention of the Pattern Makers' League the St. Louis association urged the desirability of forming throughout the country councils of the metal trades similar to that in St. Louis. It argued that the policy of the recently formed employers' organi ation, the National Metal Trades Association, as shown by its conference with the International Association of Machinists in New York in May, was evidently to deal with the trades separately and to keep them from working in harmony. It appears, in fact, that the officers of the National Metal Trades Association took no definite action upon the proposals of the representatives of some of the other organizations in the metal trades that similar agreements to that made with the International Association of Machinists should be made with them also. The St. Louis association declared that this policy on the part of the employers emphasized the desirability of closer harmony between the different unions connected with the metal trades. It declared that the results already accomplished by the metal trades council in St. Louis had been very advantageous.

On the basis of this recommendation of the St. Louis association, the Pattern Makers' League adopted a resolution to the effect that all local associations should use every effort to form metal trades councils in their vicinity, and that when a sufficient number of these local councils have been formed an international council should be established.[1] (See the account of the Metal Trades Federation, page 255.)

Membership.—The constitution requires that an applicant have served a regular apprenticeship or have worked five years at the trade. He must be proposed in writing by a member and recommended by two other members. The local executive committee must make a careful investigation of his character and fitness, and may demand an examination by a physician at the candidate's expense. A two-thirds vote of the members present is necessary to admission. Any member who gives false answers to any question asked by his proposers or by an examining committee, or who conceals facts of any kind that should be known to the League, is to be expelled on discovery. Any member that assists in any deception in regard to the admission of candidates is to be fined not less than $10 nor more than $40, and may be expelled.

An apprentice may be admitted in the last 6 months of his apprenticeship.

Apprenticeship.—The Pattern Makers' League declares that 4 years should be the term of apprenticeship, and that it will use its influence to establish that rule. There is not to be more than 1 apprentice in any shop employing less than 8 journeymen, 2 where more than 7 and less than 12 journeymen are employed, and not more than 4 in any shop, regardless of the number of journeymen. The local associations are required to insist that apprentices serve the recognized time, and that they comply strictly with the terms of their indentures.

The secretary-treasurer wrote, on June 15, 1901: "In regard to the enforcement of a regular apprenticeship, I would state it is almost universal. Now and then a man may work from another trade into ours, but the number is so small that it is practically nil, and does not throughout the entire country and Canada average 10 per year. Graduates from trade schools also, as far as we can learn, go into the shops and serve a regular apprenticeship. This in a great measure is due to the fact that of all the trades pattern making combines a greater amount of intelligence and skill than is required in any other, and to follow it successfully a work-

[1] Proceedings of Ninth Regular Session of the Pattern Makers' League, pp. 22, 25, 54, and 60.

man must have a thorough knowledge of all kinds of molding and of drafti
The number of apprentices working at the business is also satisfactory to t
organization, as during the last year but one complaint was entered by a local
to any shops working more than our rules called for. There are, though, throug
out the country some few shops in which the limit of apprentices as laid down
the rules is exceeded, but this is by tacit arrangement with the local organizatio
as the number of journeymen employed in these instances is so out of proporti
to the average shop that to enforce this rule would be an injustice. These sho
(5 in number) are, with one exception, in localities organized to such an exte
that were it found advisable to limit the number of apprentices it could no dou
be done. I can state for our organization that so far as the apprenticeship s
is concerned, both as relates to the serving of same and number, it is satisfactory

Working and transfer cards.—Each member is provided with a metal-bound car
suitable for carrying in the vest pocket. The color is changed every 6 month
The card shows the dates of meetings, and is provided with spaces indicating t
dues for each week, and with spaces for assessments. Upon it a record is mad
of the owner's attendance at meetings, and also of his financial standing with th
association. It must be produced and shown to any member on demand.

Any member who removes to the jurisdiction of another local must deposit hi
transfer card within 30 days, on pain of forfeiting his membership. On doing s
he is entitled to all privileges and benefits of a member of the new local. How
ever, when a local is involved in a strike members who leave the place can not b
transferred from it, but must continue to pay to it all their dues and assessments

Finances.—The Pattern Makers have definitely adopted the policy of high due
and benefits. Before 1898 the constitution provided that the initiation fee should
not be less than $2, and local dues should not be less than 50 cents a month. In
1898 the minimum initiation fee was raised to $3 and the minimum dues to 2
cents a week. In 1900 the minimum dues were raised to 25 cents a week. Can
didates who are over 50 years old, or who fail to pass the medical examination,
may be enrolled as nonbeneficial members, and their dues may not be less than
15 cents a week. They are entitled to all benefits except sick and funeral benefits.

Up to 1898 the National League, besides collecting several special funds, levied a
per capita tax at the discretion of the general executive board; but it was provided
that this per capita tax should not exceed the actual cost of management. In 1899
the per capita tax was fixed at 40 cents a month for beneficial members and 30
cents a month for nonbeneficial members. In 1900 the tax was made uniformly
50 cents. Five per cent of the tax is set aside for the superannuation fund, 25 per
cent for the sick-and-death-benefit fund, 20 per cent for the assistance or strike
fund, and 50 per cent for the general fund. A small additional assessment is levied
for tool insurance.

When a member is 8 weeks in arrears he is to be notified, and when 11 weeks in
arrears he ceases to have a claim for benefits. He does not recover his claim until
he has been in good standing—that is, less than 11 weeks in arrears—for 4 consecu-
tive weeks. When 13 weeks in arrears he must be suspended.

The official journal of the League declared in March, 1900, that the experience of
2 years had shown "that the policy of high dues and benefits, national in charac-
ter, was the only proper policy. The membership has been more than doubled since
the last convention."[1]

After 4 consecutive weekly reports of idleness a member's dues may be paid by
his local for 3 months, if he continues to be out of employment. At the end of
3 months he must either resume his payments or be dropped from the roll.

Benefits.—*Superannuation benefit.*—The Pattern Makers made a new provision in
1900, for a superannuation fund, from which payments are first to be made in
1920. Five per cent of the per capita tax, or, at present, 2½ cents a member a
month, is set apart to provide it. It is intended "for the benefit of aged members
who have retired from active work as pattern makers, and for members who are
permanently disabled, through accident or otherwise." Members 60 years old and
25 years in the league are to receive $12 a month; members 65 years old and 30
years in the league, $16 a month. All members who were in good standing on
July 1, 1900, who maintain their membership continuously until July 1, 1920, and
and are then over 60 years old, are to be entitled to superannuation benefit. No
other benefit is to be paid to a member who is receiving superannuation benefit;
but on the death of such a member the regular funeral benefit is to be paid. One
who has been granted superannuation benefit, and who returns to work at the
trade, is to have no further claim on the fund for 5 years.

Sick and death benefits.—A member who was less than 45 years old when he

[1] Journal, March, 1900, p. 13.

ined, who was free from any local or permanent disease or injury, and who has en in good standing 52 consecutive weeks, is entitled to sick and funeral benefits, ovided his sickness or death is not caused by his own improper conduct. A mber who joined between the ages of 45 and 50, and who otherwise fulfills the quirements, is entitled to one-half sick and funeral benefits. The full sick benefit $4 a week, less all payments due to the league. Full funeral benefit is $50.

Sick benefit is not paid for a sickness of less than 14 days, and not for more than weeks in any consecutive 12 months. Where the sickness is longer, the mem- may be exempted from payment of dues, if he desires, after the payment of ck benefit ceases.

A relief committee is to be appointed by each local, and two members of it are visit each sick member, "not together, nor by mutual agreement, but inde- ndent of each other, and satisfy themselves as to the validity of his claim;" ey are also to require from the applicant a physician's certificate.

When the Pattern Makers' League first established national sick and death bene- fits, in 1898, the sick benefit was fixed at $6.35 a week, and the death benefit ranged from $50 after 1 year's membership to $400 after 15 years' membership. The insurance laws of Massachusetts at the time required fraternal organizations which paid sick benefits larger than $5 a week or death benefits larger than $125 to comply with certain requirements as to incorporation and as to deposits with State officers. The Pattern Makers' League suspended its benefit provisions rather than comply with these laws, and ultimately reduced its benefits to the present scale of $4 a week for sickness and $50 at death. The Massachusetts insurance laws were modified in 1899 so that trade unions are exempted from their require- ments.

In 1899, the first year of the sick and death benefits, $965 was paid for sickness and $200 for deaths. Additional sick and death benefits are often paid by the locals.

The president said in his report to the convention of 1900 that the adoption of the national sick and death benefits had added greatly to the stability and permanence of the league. It had brought the local associations closer to each other and made them feel that they were one united body. He recommended that if any changes be made they be additions rather than subtractions.

Tool insurance.—A separate department for the mutual insurance of tools, on a voluntary plan, was established in 1888. In 1898 tool insurance was made compulsory on all members, though the amount of the insurance may be as little as $25 or as much as $150. An annual assessment of 1 per cent of the amount insured is levied to cover the cost, and it is provided that the insurance fund shall be kept separate, and that when a reserve fund of $5,000 has accumulated in this department the assessment for each year shall be only enough to cover the payments of the preceding year. The balance in this fund was $1,147 on May 1, 1899, and $2,392 on May 1, 1900.

The secretary noted in his report of 1900 that the compulsory character of this insurance and the assessment levied under it caused dissatisfaction. He suggested that much friction would be done away with if means could be devised for raising the funds by assessing the associations instead of the members individually.

Strike benefits.—Members engaging in an authorized strike are entitled to a benefit of $7 per week. Members victimized "because of their adherence to the principles of the league" are entitled to the same benefit, from the date of application to the general secretary treasurer.

The amounts paid out for tool insurance and strike benefits by the Pattern Makers, in successive periods ending May 31, are given in the following table. After 1890 the amounts are for biennial periods.

Year.	Tool insurance.	Strike benefit.
1889	$135	.....
1890	295	.....
1892	50	$320
1894	681	2,306
1896	89	448
1898	622	2,522
1900	1,543	3,020

Strikes and arbitration.—The constitution of the Pattern Makers formerly contained a declaration "that strikes are deplorable in their effect, and contrary to the best interests of the craft," and that the constitution therefore gave no sanction to

them, except in strict accordance with the law which it laid down. This declaratory statement was eliminated in 1900. The laws referred to in it were much less detailed than those which many organizations provide. The general executive board, which consisted of the president, the vice-president, the secretary-treasurer and four other members, was directed to make a thorough investigation when an appeal for strike aid was made. It might then grant assistance out of the reserve fund, but if this fund became depleted and an assessment was necessary, an affirmative vote of every local was required. The constitution did not make it necessary, as the constitutions of most national organizations do, that the consent of the executive committee be obtained before beginning a strike. The executive board had, however, adopted the policy of voting no help for strikes which it had not authorized. In referring to its consistent enforcement of this policy, in its report to the convention of 1900, it says: "We believe that individual and unsanctioned movements result in injury to the league and members involved."

In 1900 this policy, which the executive board had put in force by its own authority, was embodied in the constitution, at least by implication. Detailed regulations for the inauguration of strikes, similar to those which are generally found in the constitutions of national bodies, were adopted. There must be, first, a two-thirds vote of the local, and no member may vote unless he has been a member for at least 6 months. The general officers must then be notified, and, if necessary, the general president is to proceed to the spot, in person or by deputy, and try to effect a settlement. If he fails, "a strike may be declared, with the sanction of the general executive board, and benefit granted." A member who works in a shop during a strike against it, or does its work elsewhere, is liable to fine, suspension, or expulsion. The general executive board has power to declare a strike off, but must give at least 2 weeks notice to the local. A popular vote is required to authorize assessments in aid of strikes.

The strike benefit is $7 a week. Each member who receives it must sign a voucher for each week or part of a week, and the voucher must be sent to the general executive board with a full weekly report. There is a reserve or "assistance fund," which is supported by an appropriation of 10 cents per member from the monthly per capita tax paid to the national organization. In case the amount in this find is insufficient, assessments may be levied by vote of the local unions. There are no restrictions as to the length of time during which strike benefits may be paid.

The biennial report of the executive board for the 2 years ending April 30, 1900, enumerates various instances in which the local unions have appealed for support of strikes by the general organization. In several of these instances the executive board refused, on various grounds, to sanction the strike. In the case of a very important strike in New York the approval of the organization was given, but no assistance was asked for or granted. Permission to inaugurate strikes and to receive strike assistance was granted in five instances, and in one of these, that at Boston, where the 9-hour day was the chief demand, it proved necessary to appeal to the unions for a strike assessment. The approval of the local unions was given and the strike was continued for fully 6 months. The total expenditure by the national league was $2,600. The executive board finally decided to withdraw further support from the Boston association, but more than 80 per cent of the members of the union in that city had already obtained the 9-hour day.

The president of the league in his annual report declared that the importance of the strikes which had been carried on during the preceding 2 years showed the necessity of a larger reserve fund. He recommended, accordingly, that an assessment of $1 per year be levied upon the members in addition to the regular sum set aside for the assistance fund. The convention did not comply with the recommendation, but increased the monthly payment to this fund from 8 cents to 10 cents. The total amount of the assistance fund of the Pattern Makers' League on May 1, 1898, was $1,133. After an expenditure of $3,020 during the ensuing 2 years and a transfer of $400 to the general fund, a balance of $1,264 remained in the fund.[1]

Policy regarding arbitration.—The statement of the objects of the Pattern Makers' League in its constitution mentions as one of them "to endeavor to avoid all conflicts, and their attending bitterness and pecuniary loss, by means of arbitration and conciliation in the settlement of all disputes concerning wages and conditions of employment." The constitution, however, contains no provision for introducing such methods of settling disputes. The reply of the secretary of the league to the schedule of inquires sent out by the Industrial Commission states that some local unions have written agreements with their employers fixing the conditions of labor, and doubtless providing for arbitration of disputes arising under them. No

[1] Report of Proceedings of Ninth Regular Session of Pattern Makers' League, pp. 7-27, 66.

detailed information is given concerning these local agreements. There have been as yet no instances of arbitration or conciliation agreements by the national organization, nor of the reference of particular disputes to arbitration. The leaders are desirous, however, of effecting a national agreement with the employers. Some account of their efforts to this end is given on page 360.

Hours of labor.—In July, 1900, the secretary reported that 1 local was working 8 hours a day; 3, 9 hours; 3, 9 and 10 hours, and 26, 10 hours. On June 15, 1901, the secretary wrote: "The last few weeks have made considerable changes. At this time 8 of our local associations, comprising about 40 per cent of the entire membership, are working 9 hours a day. This applies to practically every shop within their district. Seventeen associations, comprising nearly 30 per cent of the membership, are working 9 and 10 hours a day. In these cases I am unable to say what proportion of this 30 per cent works 9 and what 10, as this office is not directly informed as to that. The balance of the associations, 21 in number, work on a 60-hours-a-week basis, though some will have a Saturday half-holiday during the warm months. Those first mentioned are independent of any summer arrangement, it being understood that the hours apply the year around. This change in the conditions has been brought about in a great measure by the National Metal Trades Association giving the 9-hour day on May 20. There are also at this time, in those cities where the 9 and 10 hours are worked, several strikes on, which have for their purpose the more general enforcement of the 9-hour day."

Overtime.—The constitution says: "Overtime being detrimental to the interests of the craft the league prohibits so pernicious a system." Only in cases of absolute necessity may members be permitted to work overtime. In such cases they must be paid at least time and a half, and on Sundays and holidays double time. A fine of $10 is prescribed for violation of these rules.

Piecework.—Piecework is prohibited, and is defined to mean "any system other than a stated wage per hour or per day." Violation of the rule is punishable with a fine of $10.

Journal.—The official organ of the league is the Pattern Makers' Journal, published monthly, and supported out of the general fund. The president and the secretary-treasurer have general supervision of it as associate editors. Each member receives a copy.

Union label.—The executive board of the Pattern Makers' League adopted a union label in April, 1899. In their report to the convention of 1900 they admitted that it had been of little value and might prove of little value in the future, as it could not be expected that there would be any demand for it, unless the union molders forced it. The officers have made no considerable effort to promote the use of it; they doubt whether it can be made effective.

CORE MAKERS' INTERNATIONAL UNION OF AMERICA.

History.—The Core Makers' International Union was formed on December 18, 1896, though some of the local unions which compose it had existed for years, in direct affiliation with the American Federation of Labor.

The Core Makers have repeatedly complained that the Iron Molders encroach upon work under their jurisdiction.

Convention.—The convention is held every 2 years, provided the members desire it. The question of holding a convention is voted on by all the local unions in the month of March preceding the regular time for the convention. If the decision is affirmative, nominations of delegates are made on the last regular meeting night in June and delegates are elected on the first regular meeting night in July. Properly prepared ballots are provided by the union and members must vote for the whole number of representatives to be elected. Each local is entitled to one delegate for the first 50 members or less and to one additional delegate for each additional 50 members or majority fraction thereof. A delegate must be working at his trade at the time of the election, unless he is unable to get employment at his trade. He must have been continuously a member of his local for 6 months, unless the local has organized within that time. Delegates receive $3 a day and their expenses from the general treasury.

Constitutional amendments.—The constitution may be amended either by a majority vote of the convention or by a vote of the local unions. Before a proposition can be submitted to the locals it must have been approved either by the executive board or by vote of five local unions.

Officers.—The officers of the Core Makers are a president, three vice-presidents, a

secretary-treasurer, and five trustees. All the officers are elected by the convention. A majority is necessary to elect, and if there is no choice the candidate who has the least votes is dropped and the ballot is repeated.

The executive board consists of the president and the five trustees. The president has no vote in the board unless a tie vote occurs through the death of a member.

The president is chief organizer and the vice-presidents are assistant organizers, and as such are subject to the president's orders. The secretary-treasurer receives and pays out all moneys and is required to publish a quarterly report of all receipts and expenses. His salary is $300 a year and his bond is $1,500. The trustees receive $5 a day and mileage while discharging their duties. When $1,000 has accumulated in the secretary-treasurer's hands, $500 is to be withdrawn and invested in the name of the executive board. The trustees are required to deposit all moneys in such a way that no amount can be withdrawn without their joint signatures.

Each local corresponding secretary, whose duties include the transaction of all financial business with the general union, and each local financial officer, must give security in some surety company for at least $500. The cost is paid by the local.

Membership.—Any core maker who has served an apprenticeship of 4 years at the trade, or who has worked at the trade 4 years and is competent to command the average wages, is eligible to membership. "Any person knowingly proposing any person for membership who has not served a full apprenticeship of 4 years shall be fined $5 by his local union, and shall stand suspended until the same is paid." Candidates for membership are voted on by ball ballot, and are rejected if one-third of the balls are black.

Apprentices.—Employers are allowed to have one apprentice to each shop, irrespective of the number of core makers employed, and one additional apprentice to each eight core makers. No boy may begin to learn the trade before he is 16 years old. A boy who has engaged to learn the trade and has left his employer is forbidden to work under the jurisdiction of any local. A standing resolution of the union declares it to be the duty of the members to secure the adoption of a State apprentice law, under which all apprentices to a trade shall be properly indentured. The union tries to insist on a 4-year apprenticeship. The indenturing of apprentices is not common, and the union finds it hard to enforce its apprenticeship rules.

Transfer and withdrawal cards.—The Core Makers provide a "clear card," to be used by members going from one union to another, and an honorary card to be granted to members quitting the trade. It is a misdemeanor, subject to a fine of $5, for any member to work under the jurisdiction of a local without depositing his card in it. A clear card must be granted to any member on application, provided he is clear on the books. One who holds such a card more than 12 weeks without paying dues on it stands suspended. Regular dues seem to accrue while the card is held and to be collectible by the local with which it is deposited.

Discipline.—The Core Makers provide penalties of fine, suspension, or expulsion for divulging any of the secret work of the union, for going to work in a shop which is regularly declared on strike or lockout, for misappropriating union funds, for attempting to undermine a brother in his prices, or offering to work at a reduction of prices or wages, and for refusing to give the price or giving a false price of any work. If a local officer is absent from three local meetings without a reasonable excuse, the president may declare the office vacant. Any member engaged in the liquor trade is ineligible to hold any union office. A suspended member can only be reinstated by a majority vote of the union which suspended him, and he must pay a reinstatement fee of $3.

Any member who knows of any violation of the constitution of the union by another member is under obligation to give notice in writing to the president. The president refers the charges to a committee. The committee sets a time and a place for a hearing and notifies the accused. The accused may introduce testimony and may cross-examine witnesses in person or by attorney, the attorney being a member of the union in good standing. The committee reports to the union a synopsis of the testimony. The union votes, first, on sustaining the report of the committee as to the guilt or innocence of the accused. If he is found guilty the union proceeds to ballot on the penalty; first, on reprimand; next, if the first vote is negative, on fine; next, if the vote is still negative, on suspension; and last, on expulsion. Only a majority vote is necessary to sustain the report of the committee as to guilt or innocence. A verdict of expulsion can not be enforced without the approval of the general president.

Charges against the general officers can be brought only by officers of a local union, and must be sworn to or affirmed before a notary public or a justice of the peace. They are tried before the executive board, and the findings of the board

must be approved by a general vote of the locals. Each local has the same number of votes that it would be entitled to in a convention.

Appeals lie in all cases to the general president, from him to the executive board, and from the board to the convention.

Finances.—The initiation fee is uniformly $5, of which $3 goes to the general treasury and $2 belongs to the local union. The current dues are uniformly 20 cents a week, of which 10 cents goes to the general treasury and 10 cents belongs to the local. The charter fee for new locals is $10.

Benefits.—No benefits are provided for by the laws of the national organization, except relief from payment of dues, for not more than 12 weeks in a year, when a member of at least a year's standing is out of work.

Strikes.—When a difference with employers arises, a secret ballot must be taken to determine whether the proposals of the employers shall be accepted or not. A three fourths vote is necessary to insist on rejection. No member can vote on the question who has not been continuously a member of the local for at least 3 months. If the vote is in favor of insisting, the members concerned are directed to remain at work while a statement of the case is sent to the president. The president is to proceed to the place, in person or by deputy, and try to adjust the difference. If he fails, a full statement of the case must be submitted to the executive board. If the board refuses to sanction a strike and the local strikes notwithstanding, the president and the executive board have power to suspend the local. If the strike is authorized, single men who take part in it are entitled to $4 a week strike pay, and married men, and single men who have others dependent upon them, to $6 a week. Benefits begin after the first week. A local union which is entitled to receive strike pay must choose three competent persons to take charge of all disbursements; one is to act as receiver, one as clerk, and one as paymaster. Strike pay rolls are made out by the clerk in triplicate; one copy to go to the general president, one to the local union, and one to the paymaster.

The executive board has power to levy such assessments as are necessary to maintain strikes. The president and the executive board, when satisfied that a strike is lost, may declare it at an end, so far as financial aid from the general treasury is concerned, after 2 weeks' notice.

The Core Makers have adopted the following standing resolution: "*Resolved*, That strikes are not beneficial to our organization, and that it would be to our interest to evade as much as possible all strikes, and not resort to them until all other means at our disposal are exhausted."

Lockouts.—The constitution says that a requirement by an employer to sign contracts, or to work for store pay, or to quit the union or the shop, "shall constitute a lockout if indorsed in accordance with law." It is held that a reduction of wages, or resistance to a demand for increased wages, or the employment of more apprentices than the rules allow, does not constitute a lockout.

Victimized members.—Any member who is thrown out of employment for following the instructions of his union, or is ostracised for union principles, is entitled to the same weekly allowance as a member on strike.

Overtime.—A standing resolution provides that core makers shall be paid not less than time and a half for overtime, and double time for Sundays and legal holidays.

Female labor.—In 1899 the Boston local of the Core Makers threatened to strike on account of the employment of girls in making cores. The demand that the girls be excluded was granted without a strike.[1]

Journal.—Since January, 1897, the Core Makers have published a monthly organ, called the International Journal. It is devoted chiefly to the interests of the organization.

GRAND UNION OF THE INTERNATIONAL BROTHERHOOD OF BLACKSMITHS.

History.—The International Brotherhood of Blacksmiths was organized in 1889, and was practically reorganized in 1898. In the summer of 1900 the secretary reported 75 locals and a membership of about 4,000. On June 1, 1901, the locals were reported as 160 and the membership as over 10,000.

General aims.—The preamble of the constitution of the Brotherhood of Blacksmiths is as follows:

"The purpose of the International Brotherhood of Blacksmiths is to effect a

[1] International Journal of the Core Makers, October, 1900, p. 23.

uniform plan of elevating the social, moral, and intellectual standing of its members, and for the protection of their interests, individually and collectively; the promotion of their general welfare, extending to each other the hand of friendship; to bury the dead, care for the sick and distressed, and provide for the future welfare of the widows and orphans. We are opposed to strikes and favor the settlement of all grievances by arbitration, and we shall endeavor to create and maintain harmonious relations between employers and employees, and denounce any attempt to antagonize the interests of labor and legitimate capital."

Convention.—The convention meets biennially. Each local union is entitled to 1 delegate for the first 30 members or less, and 1 additional delegate for each additional 30 members or major fraction thereof.

Officers.—The officers are a president, a vice-president, and a secretary-treasurer and organizer. These officers perform the ordinary duties of their positions. Appeals may be taken from the decisions of the president to the executive board, and further to a popular vote of the members. The president receives $100 per year and actual expenses incurred in the line of duty. The secretary-treasurer and organizer receives $300 per year and actual expenses.

It is provided that the president, the vice-president, and the secretary-treasurer and organizer shall constitute the executive board. Various provisions seem to imply, however, that the executive board has also other members. The board has power to hear appeals from the decision of the president, to decide on appeals for aid, and to levy assessments for the support of strikes and lockouts up to 25 cents per member per week. Each member of the board receives $3 per day and his necessary expenses. The officers are elected by ballot at the biennial convention.

Membership.—Any man who is a competent, sober, and industrious blacksmith, hammer man, bolt maker, machine-bolt maker, bulldozer, angle-iron smith, flue welder or chain maker, tool dresser, granite-tool dresser, carriage and wagon smith, or mine smith, who is competent in his class and can command the average rate of wages in his locality, is eligible. Candidates are admitted after election by ball ballot. If two and not more than four black balls are voted, the application lies over to the next meeting. The members who cast the black balls must give their reasons in writing to the president. He reads them to the union, omitting the names, and destroys the papers. Another ballot is taken, and three or more black balls then reject. If the members who first cast the black balls fail to give their reasons in writing, the applicant is declared elected.

Apprentices.—The constitution provides that any boy engaging himself to learn the trade of blacksmithing must serve 4 years. After 21 years he may join the union by paying half the initiation fee and half dues. One apprentice is allowed to each shop and one additional for each five blacksmiths. No boy is to be permitted to begin to learn the trade before he is 16 or after he is 21. The secretary admits that under the present factory system these rules are practically void. Very few boys set about learning the trade as regular apprentices. A boy enters a shop as a helper and is advanced according to his ability and experience until he becomes a full-fledged blacksmith. It is declared that the present system results in a specialization of the trade and that it is very hard and will doubtless become harder to secure competent all-round blacksmiths.

Discipline.—Any member who causes a quarrel, swears, or uses abusive language in a meeting of the union is to be fined 75 cents. A member who refuses to obey the president when called to order three times is to be fined 30 cents, the total of such fines not to exceed $1.50. Any officer who is absent from the meeting is to be fined 25 cents, unless otherwise ordered by the union. Any member who consents to serve on a committee and does not attend to his duties is to be fined 50 cents. Any member who enters the union intoxicated is to be fined or suspended or expelled, as the union may determine.

Finances.—The revenue of the brotherhood is derived from a charter fee of $15, which includes the cost of supplies for the new local union, and a per capita tax of 50 cents per quarter. If necessary for the support of a strike or lockout the executive board can levy an assessment of not less than 10 cents nor more than 25 cents per week. If a higher assessment is required it must be referred to a popular vote. The minimum initiation fee is $3, and the minimum local dues are 50 cents a month.

A member 3 months in arrears for dues, fines, or assessments, is not in good standing and not entitled to vote, hold office, or receive benefits. When 6 months in arrears he stands suspended. A local union 6 months in arrears to the national union is suspended.

Strikes.—If the shop committees and the local union are unable to settle any grievance they are directed to forward a statement of the case to the president

and a copy to each member of the executive board. If the board refuses to sanction the grievance, the union may appeal to a popular vote. A demand for shorter hours or increase of wages can not be made by a local union except by a two-thirds majority of all the members involved, on a secret ballot. Such a vote must be taken and the sanction of the executive board must be obtained before the demand is presented to the employer. Members who take part in an authorized strike receive strike benefit at the rate of $5 per week.

Labor Day.—The constitution directs that any member of the brotherhood who works on Labor Day be fined $3, unless he can give satisfactory excuse.

Piecework.—The constitution provides that local unions must do all in their power to discourage piecework and overtime.

CHAIN MAKERS' NATIONAL UNION OF THE UNITED STATES OF AMERICA.

History.—The Chainmakers National Union of the United States of America is a new organization, established on August 27, 1900. In June, 1901, it reported over 500 members; or, according to the statement of the secretary, about half the workers at the business in the United States.

Convention.—The convention meets annually in August. Each local is entitled to one delegate. The national union pays mileage at 3 cents a mile, and those who travel over 350 miles are allowed a sleeping car. The president and the secretary-treasurer receive the same mileage as delegates, and $5 a day for lost time, to cover wages and expenses. All expenses of delegates except mileage are paid by the locals.

Constitutional amendments.—The constitution may be amended by a two-thirds vote of the convention.

Officers.—The officers are a president, a vice-president, a secretary-treasurer, and organizers. These officers constitute the executive committee. The salary of the secretary-treasurer, the only salaried officer, is at present $150 a year.

Local unions.—A local union may be established by any seven chain makers and can not be dissolved as long as seven members dissent.

Membership.—Manufacturers, superintendents, foremen, and chain inspectors are ineligible to membership. Any member who is promoted to such a position must be requested to resign his membership at once.

Nonunion men.—"No member in any shop shall render assistance, speak to, or associate with, or loan his tools to any chain maker who deliberately refuses to become a member of the organization, or refuses to pay his arrearages or fines or assessments to the same, or uses his influence to disorganize his fellow-workmen."

Finances.—The charter fee for new locals is $7. The per capita tax is 15 cents a month. The local initiation fee may not be less than $1.

Strikes.—The constitution says that strikes must not be sanctioned except as a last resort; but if there is a difficulty which a local can not settle, it is to be referred, through the executive committee, to a referendum vote.

The constitution declares that any member who loses his job through drink shall not be upheld by the union.

STOVE MOUNTERS' AND STEEL RANGE WORKERS' INTERNATIONAL UNION OF NORTH AMERICA.

History.—This union was organized in 1892. The trades included are stove mounting, steel range making, and gas and gasoline stove making. It affiliated with the American Federation of Labor in November, 1898. The organization began with 4 locals. In 1898 it had 17, and in July, 1900, it had 30. At the latter date the secretary reported 1,100 members.

Convention.—The convention meets annually in July. Each local has one delegate for the first 50 members or less, and one additional delegate for each additional 50 members or major part thereof. No votes can be cast on behalf of any union beyond the number of its delegates present. The expenses of delegates are paid by their locals; those of such international officers as are required to be present, by the international union.

Officers.—The officers are a president, three vice-presidents, and a secretary-treasurer. They constitute the executive board. The secretary is also editor of

the official journal. His salary is $65 a month. The third vice-president is also organizer. It is his duty to organize new locals under the direction of the general executive board. He receives $75 a month and mileage. He is on probation for the first 3 months of his term, and may be dismissed by the executive board if his services are not satisfactory. The executive board has power to try charges against any officer and to impose as a penalty a fine of $25 or expulsion from office, or both. All charges and evidence must be supported by affidavits.

The convention of 1900 passed a resolution requiring all locals to furnish the general secretary with a quarterly statement of the average day's wages made and the number of hours which constitute a day's work, and requiring the secretary to give the information to all locals.

Membership.—Apprentices who have served the required term may be elected to membership by a majority vote of the members present at a regular meeting.

Apprentices.—The constitution forbids any local to allow more apprentices than 1 to every 15 journeymen or majority fraction thereof. Apprentices are required to serve 3 years at the trade before they are eligible to membership.

Helpers and partnerships.—No member who works by the piece is allowed to employ or work with a helper. Mounters are not allowed to work in partnership without obtaining the consent of the members, and in no case may a partnership include more than two.

Finances.—The per capita tax is 10 cents a month. It can not be increased except by a referendum vote. The general executive board may, however, levy an assessment of 1 cent a member a day for 2 months for organizing purposes only. Assessments may also be levied by the board to support strikes. The convention of 1900 instructed the executive board to introduce the uniform stamp system of receipting for dues.

By resolution of the convention of 1900 current dues and assessments continue to be charged against members under suspension.

During the 2 years from July 1, 1898, to June 30, 1900, the receipts were as follows:

Receipts from per capita tax	$1,443
Receipts from journal	690
Receipts from strike tax	2,119
Receipts from supplies	317
Receipts from advertisements	53
Total	4,622

The total expenditures were $3,605, of which nearly $2,000 was paid out for strikes and the remainder for running expenses. The balance on hand July 1, 1900, was $1,248.

Benefits.—The general body has no sick or death benefit, but the convention of 1900 recommended the locals to establish sick and death benefit funds.

Strikes.—Members involved in a strike which has been approved by the executive board are entitled, after 30 days from date of approval, to $4 a week strike pay. This is payable for not more than 3 months, but the executive board may extend the time. No local is entitled to strike benefits until 3 months after it is chartered. The executive board has power to order any local to strike, on pain of a fine not less than $25. Any member who goes to work in a shop which is declared to be on strike or lockout is to be fined not less than $25 nor more than $100, or expelled.

At the convention of 1900 the president reported that the union had had 11 strikes during the preceding 2 years, and had lost only 2.

Hours of labor.—The usual length of the day's work seems to be 10 hours, without any provision for a higher rate for overtime.

Wages.—The constitution declares that no member shall be allowed to mount stoves by the day for less than 25 cents an hour or $15 a week.

Piecework.—Practically all the work of the stove mounters is paid for on a piecework basis.

Limitation of output.—A limitation of the amount of piecework which a stove mounter may accomplish seems not to be unusual. For instance, Local No. 1, at Detroit, does not allow any member to earn more than $4.50 a day. The Detroit scale for daywork is $2.75.

Official journal.—The official journal is published monthly, and is sent to all locals in sufficient numbers to supply the members. A tax of 5 cents a copy is levied for it.

TIN PLATE WORKERS' INTERNATIONAL PROTECTIVE ASSOCIATION OF AMERICA.

History.—The Tin Plate Workers' International Protective Association of America is composed of men who perform the final operations in the manufacture of tin plate, coating the "black plate" with tin and finishing it. The association has branches in Ohio, Indiana, Illinois, Michigan, Pennsylvania, and West Virginia.

The organization dates only from December, 1898. The tin-plate industry, in its large development, is comparatively recent, and although the workers in iron and steel who make the black plates for tinning have been strongly organized in the Amalgamated Association of Iron, Steel, and Tin Workers, the workmen engaged in coating the plates and completing their manufacture were formerly little organized. At the convention which formed the association eight locals, with a membership of about 900, were represented. The organization has grown rapidly in strength and has succeeded in commanding the recognition of the manufacturers, although as yet it falls considerably short of controlling all the workers in the trade. The reported membership was 1,560 in April, 1899, and 2,580 in March, 1900. In August, 1900, the secretary reported 28 locals and 3,000 members.

Objects.—"The object of this association shall be the elevation of its members, the maintenance of the best interests of the association, and to obtain, by conciliation, or by other means just and legal, a fair remuneration to members for their labor, and to afford mutual protection to members against broken contracts, obnoxious rules, unlawful discharge, or other systems of injustice or oppression."

Convention.—The international convention is held annually in May. Each sublodge with less than 100 members is entitled to one representative; lodges with 125 members are entitled to two representatives, and large lodges to one for each additional 100. The chief work of the international convention consists in fixing the scale of prices, in electing officers, and in amending the constitution. The necessary expenses of representatives are defrayed by the local lodges.

Officers.—The officers are a president, a secretary-treasurer, a vice-president for each of the four districts, and three trustees. All the officers are elected by the national convention. The president and the secretary-treasurer must be elected from among the delegates to the convention, or those who have been delegates to preceding conventions, or previous officeholders.

The president is also organizer of the association. He has power to visit any sublodge, personally or by deputy, inspect its proceedings, and require compliance with the rules of the association. He may fine or suspend a sublodge for refusing to exhibit its books. He appoints important committees at the international convention. His salary was raised from $1,000 to $1,100 by the convention of 1900.

The secretary-treasurer must draw warrants for moneys paid out by him, and they must be signed by the president. Checks on the bank must be signed by the secretary-treasurer and countersigned by the president. The secretary-treasurer must give bond for $5,000. His salary was raised from $900 to $1,000 by the convention of 1900.

The several vice-presidents act as executives in their particular districts, visit the sublodges once every 6 months, and render assistance to the president.

The trustees hold the bonds of the officers of the international association and have some control of its finances.

The executive committee consists of the president, the vice-presidents, the secretary-treasurer, and the chairman of the board of trustees. Their powers are not specifically defined. It is stated in the constitution that the trustees and officers constitute an advisory board to the president.

All unsalaried officers are paid $3 per day for actual services, and traveling expenses.

Membership.—Any person employed in a tinning house, such as tinmen, risers, picklers, assorters, may join the union. Foremen are not eligible to membership. The names of candidates must be referred to a committee of the local organization. If the report of this committee be favorable, a vote of the members is taken. If two or more black balls appear, the case must be referred to a special committee for investigation; and should the persons casting the black balls refuse to give their reasons, and should the special committee find no just cause for rejection, the committee must report favorably. A ballot is then taken, and if two-thirds of the votes cast are favorable the applicant must be declared elected. Should either committee report unfavorably, they must state their reasons for so doing, and the lodge then receives or rejects the candidate by a majority vote.

Apprenticeship.—The organization has no formal rules as to apprenticeship. It is provided that "should any member of this association undertake to instruct an unskilled workman in any of the trades represented in this association, it shall be the duty of the mill committee to notify him that this association can not tolerate such proceedings." This is not meant to exclude learners, but to prevent those who have not been accepted as learners, but are performing unskilled work about the mills, from picking up the trade.

Nonunion men.—Though there is no rule of the Tin Plate Workers entirely prohibiting members from working with nonunion men, it is the general policy to attempt to organize completely any plant in which the union obtains a foothold. It is provided in the constitution that when a new workman appears at a mill who has not a union card, steps shall be taken to persuade him to join the union. When it is found that a manager or foreman is using his influence to persuade men not to join the association, he is to be notified by the mill committee that such action must be stopped.

The attitude of the officers toward nonunion men may be further judged from the following statement of the president in his annual address before the convention of 1900: "There is no language too severe that we can frame in condemnation of men who live upon the sacrifices and efforts of others without making any effort themselves. There is hardly a lodge under our jurisdiction but what has had trouble with this very question, and we recommend that such action be taken on this question by this convention as will decree that the men who work in our midst and share the same benefits must sacrifice and put forth the same efforts to better their condition, by connecting themselves with the organization, or get out and make room for men of nobler principles, who believe in the union movement. Let such action be explicit, that the company themselves may see that our minds are made up to operate the plants with union men."

Finances.—The charter fee collected from new locals, including the cost of seal and supplies, is $15. The initiation fee is $2. The chief source of revenue of the Tin Plate Workers' international organization is a per capita tax of 25 cents per month, 15 cents of which is used for running expenses and 10 cents for the protective fund. Whenever the amount in the protective fund is less than $10,000, it is the duty of the president to levy a special assessment of from 5 to 25 cents per capita every month till the protective fund reaches $10,000. At the present writing, June, 1901, an assessment of 10 cents a member is in force.

Strikes.—The relations to employers in individual mills are under the control of a mill committee of each subordinate lodge. This committee consists of three members from each department represented in the lodge. The committee is to take cognizance of any grievance, and endeavor to adjust it peaceably with the employers, and where this fails must immediately call a meeting of the lodge or lodges affected. If the meeting considers the grievance sufficient, the vice-president of the district is to be notified. In mills where the employers absolutely refuse to recognize the mill committee, the meeting of the local lodge is to be called immediately without further negotiations.

For each of the four districts there is an executive committee, consisting of the vice-president, his deputies, the president of the international lodge, and the president of the particular local lodge affected by any grievance coming before the committee. The vice-president must examine, in conjunction with the local mill committee, any grievance laid before him, before calling the executive committee. The executive committee has power to authorize a strike, and also to declare strikes at an end. No sublodge is permitted to enter upon a strike without its authorization. When a strike has been legalized in any department of a plant, the men of all other departments must cease work until the matter is settled. All works in the same district operated by the same corporation must also stop. If the strike is not settled in 7 days, all plants everywhere, operated by the same company, must stop. It should be remembered that nearly all the members work for the American Tin Plate Company. The union claims to control 95 per cent of its plants.

When a strike has been authorized, the secretary-treasurer of the international lodge must at once send a printed statement of the facts in the case to all sublodges, warning true men not to accept work in the mill.

The amount of strike benefit in the case of an authorized strike is $4 per member weekly. The benefit is not payable until after the first 4 weeks of the strike. The payments are sustained by a protective fund which receives 10 cents weekly from the per capita tax, and special assessments, to be ordered by the president whenever the funds of the organization fall below $10,000.

Victimized members of the organization—that is, those discharged for taking an active part in union affairs—are entitled to $4 per week for not more than 8 weeks.

Secret cutting of wages.—Members are required to work at the regular scale of prices fixed by agreement with the employers. "When it shall be found beyond doubt that any member of this association, in any mill under its jurisdiction, is working below the prices established by it, the men in such mill shall cease work until such prices are rectified."

AMERICAN WIRE WEAVERS' PROTECTIVE ASSOCIATION.

History.—The American Wire Weavers' Protective Association was organized about 1889. Its members are engaged exclusively in weaving Fourdrinier wire cloth for the use of paper makers. The secretary says that the first of this cloth made in the United States was woven in 1847, at Belleville, N. J. The manufacture is still carried on there. The members of the organization are not restricted to this work; but it is highly skilled and well-paid work, and there is demand enough to keep all the members busy at it. In the summer of 1900 the organization was reported as having five locals and 226 members. It seems to have been so fortunate as to make but little history. The attitude of employers toward the organization is described as friendly. It has not been necessary to try to secure any written agreements with employers. The secretary says: "A schedule of wages has been in existence as far back as wire weavers can remember, and is still in existence. We are satisfied to keep the wages as at present and do not attempt to get more." The secretary estimates that about one-eighth of the workers at the trade are outside the union. Many of these own from one to four looms and work them themselves.

All work of the wire weavers is piecework.

Finances.—For the fiscal year ending June 30, 1899, the receipts were $2,716 and the expenditures $1,311. For the year ending June 30, 1900, the receipts were $3,031 and the expenditures $2,404. The principal expenditures are for sick and death benefits. The death benefits amounted to about $200 and the sick benefits to about $500 in the year ending June 30, 1899. The balance in the treasury on July 1, 1900, was about $13,000.

These financial statements are understood to include all sums collected and paid out by the local unions It is by the locals, and not by the national body, that sick and death benefits are paid.

METAL TRADES' FEDERATION OF NORTH AMERICA.

Pursuant to a call issued by President Gompers, of the American Federation of Labor, the representatives of various metal-working industries in attendance at the convention of the Federation in December, 1900, met and arranged the preliminary basis of an alliance. It is intended that the Machinists, the Iron Molders, the Pattern Makers, the Metal Polishers, the Blacksmiths, the Boiler Makers, the Core Makers: the Electrical Workers, and the Allied Metal Mechanics shall be included. The name provisionally chosen for the alliance is Metal Trades' Federation of North America. It was arranged that a convention should be held in July, 1901, to form a permanent organization. It is expected that local councils, composed of representatives of the affiliated trades, will be formed wherever it is possible, and that the convention of the Federation will consist of one representative from each national union and one from each local council, or will be made up on some similar basis.

CHAPTER XI.

LABOR ORGANIZATIONS CONNECTED WITH TRANSPORTATION.[1]

INTERNATIONAL SEAMEN'S UNION OF AMERICA.

History.—The International Seamen's Union of America is an amalgamation of three unions on the different coasts, which, as district organizations, still main-

[1] An account of the Brotherhood of Locomotive Engineers, the Order of Railway Conductors, the Brotherhood of Locomotive Firemen, the Brotherhood of Railroad Trainmen, the Order of Railroad Telegraphers, the Brotherhood of Railway Trackmen, and the Brotherhood of Railway Carmen, is given in the report of Mr. S. M. Lindsay, on Railway Labor, in this volume.

tain a semiindependent existence. They are the Lake Seamen's Union, the Atlantic Coast Seamen's Union, and the Sailors' Union of the Pacific. On the lakes there have been organizations of sailors, with short intermissions, since the sixties. On the Atlantic coast the Amalgamated Sailors and Firemen's Union was organized in 1889. The firemen withdrew in 1891, and the sailors reorganized as the Atlantic Coast Seamen's Union. The organization on the Pacific coast was formed in 1885. The amalgamation into the International Seamen's Union took place in 1892. In 1900 there were reported 11 local unions on the lakes, with a membership of about 4,000, and 7 on the Atlantic coast, with a membership of 1,189. The locals and the members of the Atlantic coast organization are reported as follows for successive years:

Year.	Locals.	Members.	Year.	Locals.	Members.
1891	3	1,750	1896	3	4[illegible]
1892	3	350	1897	3	4[illegible]
1893	3	370	1898	5	5[illegible]
1894	3	400	1899	5	8[illegible]
1895	3	350	1900	7	1,1[illegible]

The headquarters of the Atlantic branches are Boston, Bangor, Portland, Providence, New York, Philadelphia, Baltimore, Norfolk. The membership of the international organization was reported by the secretary, in August, 1900, in reply to inquiries by the Industrial Commission, as follows:

Year.	Number.	Year.	Number.
1893	3,000	1897	4,[illegible]
1894	3,000	1898	4,[illegible]
1895	4,000	1899	4,[illegible]
1896	3,500	1900	7,[illegible]

The members are chiefly engaged in the coasting trade, rather than in the foreign trade. The officers attribute largely to the efforts of the organization, however, the acts which have been passed in the last few years for improving the condition of seamen. They declare that before these acts seamen had very few rights under the law. The Maguire act of February 18, 1895, abolished imprisonment for the breaking of a contract to labor, abolished the practice of making allotments and advances of wages in the coastwise trade, and made it illegal for a boarding master or any other person to hold a seaman's clothing for debt. The White act of February 20, 1899, abolished imprisonment for desertion in American ports and in those of foreign countries near by. It also reduced the amount of allotment of wages permitted in the deep-water trade, and improved the food scale in that trade. Another act went into effect March 31, 1900, which protects the seamen in some degree from falling a prey to the boarding-house runners or crimps.

General aims.—The international organization seems to have been devoted to the securing of legislation for the improvement of the condition of sailors. The local affairs of the various districts, which include practically all matters that are ordinarily subject to trade-union regulation, are left wholly to the control of the district organizations.

The union, through its officers, has taken a position on the question of ship subsidies directly contrary to that which might have been expected. The secretary of the Sailors' Union of the Pacific has been particularly active in fighting subsidies. He says that our artificially maintained coastwise vessels are not an American merchant marine in the true sense; they are built and owned by Americans and sail under the flag, but they are not manned by Americans. The wages of sailors and firemen are the same in any port for vessels of all nations. There are differences between ports, but these have no relation to the nationality of the vessels. The officers on American ships get slightly higher wages than on European ships, because it is necessary that they be American citizens. But it does not cost more on the whole to run an American vessel than a vessel of another nationality. The higher pay of officers is offset by the cheaper fuel and oils, cheaper spars, canvas, and ropes. The food required by law on American vessels has recently been raised to a standard considerably above that of England, about equal to that of Norway, but below that of Denmark or Germany, and about 50 per cent below the contract scale of Australia as furnished by the Union Steamship Company.

"The subsidy bill, if passed, will 'put money in the purse' of a few vessel owners, probably the railroads. There is no assurance that we will get cheaper freights or more vessels, and certainly no possibility that under its operation we shall bring the American to sea, and thus get a real national merchant marine and the necessary number of native seamen to man our navy. Sea power does not come in this way."

Convention and constitutional amendments.—The conventions of the international organization are held annually. The delegates are elected by the 3 district organizations. Each of these is entitled to 1 delegate for 300 members, 3 delegates for 500 members, and 1 delegate for each additional 500. In voting, however, each delegation has 1 vote for each 100 members of the district organization, these votes being divided equally among the delegates from the district.

Constitutional amendments may be adopted at the convention by a two-thirds vote.

Officers.—The officers of the international organization are a president, a vice-president, a secretary-treasurer, and an executive board consisting of the president, the vice-president, and the secretaries of the districts; five members in all.

The president must countersign all orders on the treasurer. The secretary-treasurer must give bonds in the sum of $1,000, deposit moneys in a bank designated by the union of the district in which he resides, prepare a full financial report quarterly and forward it to the subordinate unions. He is the only paid officer, his salary being fixed by the convention. Each district is required to make a quarterly financial report to the secretary. The executive board has general power to decide appeals, remove officers, and manage the affairs of the organization, subject to appeal to the membership at large

Finances.—The constitution provides that the regular income shall be derived from a per capita tax of 15 cents a quarter, payable by the district unions, and "from such contributions made for a specific purpose as the convention or the executive board shall recommend and the districts indorse."

Asiatic sailors—Government service.—In the autumn of 1900 the San Francisco Labor Council unanimously adopted a resolution setting forth that the great majority of the vessels engaged in the United States transport service between the Pacific coast ports and the Philippines and China were manned by Chinese and Lascar crews; that repeated representations to the authorities of the transport service, to the War Department, and to President McKinley, setting forth the injustice and danger of these conditions, had produced no result excepting a promise to substitute whites for Chinamen on one vessel, and that that promise had not been fulfilled; and that the Labor Council therefore appealed to the press and public to demand the complete manning of army vessels with American seamen and firemen.[1]

Sailors' Union of the Pacific.—The district organizations are so largely independent that it seems well to give a little sketch of their constitutions, and particularly of that of the strongest, the Sailors' Union of the Pacific.

Officers.—The officers are a chairman, who is elected at each meeting; a secretary, a treasurer, an editor, a manager of the journal, and 3 patrolmen. The secretary is the executive officer. He receives all fees and dues and all money for subscriptions to the journal and advertisements in it. He pays the small running expenses of the office, and turns over all money not so used to the treasurer. The treasurer keeps in his own hands a sum not exceeding $500, and deposits all further sums subject to the order of a banking committee. This banking committee consists of 5 members, of whom the treasurer is one. No money can be withdrawn from any bank except upon resolution passed at a regular meeting of the union; 45 members must be present, and the affirmative vote must be two-thirds. All the members of the banking committee must be present at the bank and sign the check when money is withdrawn. A copy of the provisions which govern the matter must be filed in every bank where money is deposited in the name of the union. The patrolmen have regular beats along the water front. They are to examine the cards of members on incoming and outgoing vessels, and to collect dues.

Membership.—Candidates for membership must be practical sailors and must either be American citizens or have declared their intention to become such.

Finances.—The initiation fee is $5. The dues are 75 cents a month.

Benefits.—A shipwreck benefit is paid to members who have lost clothes or belongings by shipwreck. The amount is $50. On the death of a member who has been in good standing for 6 months, if he dies near the headquarters or any of the branches, he is to be decently buried by the union at an expense not exceeding $75.

[1] American Federationist, October, 1900, p. 330.

Strikes.—Though the position of the Sailors' Union has not been such as to j tify attempts to better the condition of its members by strikes, its constituti contains somewhat full provision for them. Branches are forbidden to decl strikes. In case of any difficulty the agent, the head of the branch, is to not the headquarters. The secretary is to call a special meeting at headquarters. I action of such a meeting is final, provided it is adopted by a two-thirds vote o full quorum.

Journal.—The Coast Seaman's Journal is a weekly paper devoted "to the int ests of all classes who have a direct or indirect connection with maritime affa and the labor class generally." It is published by the Sailors' Union of the Pacif and every member is entitled to one copy a week. The Lake Seamen's Uni subscribes for it on behalf of all its members.

Lake Seamen's Union.—The constitution of the Lake Seamen's Union is very large copied from that of the Sailors' Union of the Pacific. Among other provisions, has the same elaborate machinery for the extraction of money which has be deposited in a bank, except that the banking committee consists of 25 members, whom the signatures of five are required. The initiation fee is $3 and the monthl dues are 50 cents. The shipwreck benefit is not to exceed $30. The funeral benef is $75, and if the member is not buried by the union, his widow or children unde 15 years of age, or nearest relative dependent solely upon him for support, entitled to the $75. The Sailors' Union of the Pacific formerly paid the amoun of funeral benefit to the wife or mother of the dead member when he had not bee buried by the union, but it removed this provision from its constitution in 189

Atlantic Coast Seamen's Union.—The initiation fee is $2.50 and the dues are 70 cent a month. The receipts are accounted for to headquarters. The shipwreck benefi is $25, and the burial benefit is $50 in the case of members whose bodies the unio can secure. Any member in good standing, meeting with an accident that per manently disables him, receives a benefit not exceeding $200, raised by an assess ment of 25 cents per member. The amount of benefit is decided by the regula meeting at headquarters. During the fiscal year ending June 30, 1900, the receipts were $9,221 and the expenses $8,061. The balance at the end of the year was $1,032.

NATIONAL MARINE ENGINEERS' BENEFICIAL ASSOCIATION OF THE UNITED STATES OF AMERICA.

History.—The National Marine Engineers' Beneficial Association of the United States of America was established in 1875. The number of members was estimated by the secretary at about 5,500 on October 1, 1900, and about 7,000 on June 1, 1901. The membership was given as follows for the close of each of the years named:

Year.	Number.	Year.	Number.
1887	1,603	1894	4,136
1888	3,261	1895	4,375
1889	3,355	1896	4,008
1890	3,625	1897	3,897
1891	4,562	1898	4,000
1892	4,559	1899	4,850
1893	4,438	1900	6,000

The secretary reports that about 19,500 marine engineers' licenses of all kinds are issued by the United States Government, but that 20 or 25 per cent of these are held by men who work on shore and do not compete in actual marine service. About 4,000 or 5,000 are licensed only for small yachts and tugs. The secretary believes, therefore, that the association has from one-half to two-thirds of all the eligible licensed engineers. The most of those who are not members, he says, are on the Southern and Western rivers, on the south Atlantic coast, and on the Gulf of Mexico.

General aims.—The situation of the Marine Engineers has led them to give even greater attention than most labor organizations to matters of legislation. The legislation which interests them is not altogether the same which interests labor organizations in general. Their hours of labor are exceedingly long, and they have made efforts for a direct legal limitation of them, but without success. They have tried to secure the same end indirectly by requiring that vessels of given sizes and vessels which run more than a given number of hours per day carry an

increased number of engineers. They have made some effort for a law requiring the constant presence of two men, one of whom must be a licensed engineer, in the engine room. They have interested themselves in the maintenance and increased strictness of the law as to the citizenship of licensed engineers.

Their interests have also led them to favor measures designed to increase American shipping. At the convention of 1897 the secretary advocated the bill which had been introduced in the previous year, to lay a discriminating duty of 10 per cent upon goods imported in foreign vessels.[1]

The convention of 1900 adopted the following resolution: "That in our opinion it is the duty of Congress at the earliest possible day to extend such aid by subsidy to American-built mail carriers and freighters as will enable them to successfully compete with the subsidized merchant ships of foreign countries in the carrying of our imports and exports: *Provided*, That such ships shall be fully officered by citizens of the United States, and in addition thereto at least 35 per cent of the balance of the crews shall be citizens of the United States."

The marine engineers rank as officers, and an increase of the number of ships of American registry, so long as their officers must be citizens, would therefore increase the demand for American engineers. The engineers have, therefore, a much stronger personal interest in such an increase than the leaders of the American sailors consider that they have.[2]

Conventions.—The convention meets annually. Local associations are entitled to 1 delegate for the first 50 members or less, 1 delegate for the second 50 members or less, and 1 additional delegate for each additional 100 members. Each local association may cast its full vote, though it send only a part of the representatives which it is entitled to. Local associations of less than 50 members may unite in choosing a delegate. Such a small association may, if it prefers, give its proxy to the delegate of another association. A proxy vote can not be cast for officers.

From 1894 to 1900, inclusive, the annual conventions were held at Washington. The great advantage of meeting in Washington was the possibility of dealing directly with members of Congress and with the officials of the Treasury Department, upon whose actions the conditions of the marine engineers are so largely dependent. It seemed to be the settled policy of the association to meet there; but in 1900 it was resolved that the next convention be held at Cleveland, in order that the delegates might meet the executive committee of the Lake Carriers' Association.[3]

Constitutional amendments.—The constitution can be amended only by popular vote, and on motion of a subassociation. Proposed changes must be promulgated by the national president and the advisory board at least 90 days before the convention.

Officers.—The officers are a president, a vice-president, a secretary, a treasurer, and an advisory board of three members. All are elected at the annual convention, and a majority vote is necessary to a choice. The members of the advisory board are nominated by delegates representing the subassociations. The president has somewhat general supervision over the affairs of the association, including power to fill vacancies in office. He devotes his whole time to the association, and receives $2,400 a year and expenses. The secretary collects all money due the association and turns it over to the treasurer. His salary is $500. The treasurer gives a bond for $1,500 in a reliable security company, at the expense of the association. No regular salary is provided for him, but a donation is sometimes voted to him at the end of the year. Members of the advisory board receive $4 a day, with hotel expenses and cost of transportation, while attending meetings of the board.

No member, except the national president, is eligible to office when he is not a delegate to the convention from his local association.

Membership.—Members must be United States licensed or commissioned marine engineers in good standing, of good moral character and known qualifications, and citizens of the United States. Candidates must be proposed by one member and seconded by another, referred to an investigating committee, and balloted for. The conditions of the ballot are determined by the local association.

Discipline.—Charges against a member must be brought in writing and served upon the accused, personally, if possible; otherwise by mail. An investigation must be held either by the local association or by a committee. If by a committee, all testimony must be reported to the association, and the guilt or innocence of the accused is decided by vote of the association. A two-thirds vote is necessary to convict. The penalty is also fixed by a two-thirds vote. It may be expulsion, indefinite suspension, suspension for a definite period, public reprimand,

[1] Convention Proceedings, 1897, pp. 718, 719.
[2] Convention Proceedings, 1900, p. 445.
[3] Convention Proceedings, Marine Engineers, 1900, pp. 429–431.

private reprimand, or a fine of not more than $25. An expelled member can never be reinstated unless by permission of the convention. A vote of expulsion can not be reconsidered. An appeal may be taken to the National Association from any decision of the local.

In 1897, upon an application by a local for permission to admit a man who had been expelled, the president said that his case had been considered at the national convention of 1896, and that a committee had reported adversely upon it. The president disclaimed authority to grant dispensations to reinstate expelled members, and did not think that such authority should be vested in a single individual.

No person who is engaged in the sale of intoxicating liquors can be elected to membership, and any member who engages in the business must be dropped from the roll.

Withdrawal cards.—A withdrawal card must be granted to any member in good standing, on request, and the holder of it must join the most convenient local association within 3 months; otherwise he forfeits his membership. On presenting a withdrawal card, a candidate is balloted for like a new member, and on admission he pays a fee of $1.

Finances.—The charter fee for new locals is $50. A per capita tax is fixed each year by the convention; the usual rate is about $1.25 a year. It is reckoned on the number of members in good standing on December 31. In addition to the per capita tax, the national association makes a profit on the furnishing of forms, books, pins, etc., to the locals. The cost of such supplies is about $500 a year, and more than half of it is profit.

Local associations regulate their own dues and assessments, but they can not levy an extraordinary assessment of more than $5 a member. The initiation fee ranges from $5 to $25, and the local dues from $2 to $12 a year.

The records of the association give repeated evidence of the difficulty of inducing the locals to contribute their proper share to the general expenses. The secretary stated in his report of 1893 that he had "records to show where at least one association suspended a large percentage of its membership on the 31st of December for nonpayment of dues, thus evading the amount of per capita tax upon them, only to reinstate them at the subsequent meeting," so that the report of members in good standing did not show the whole number of men who were really in the order or who contributed to the local association.[2] In his report to the convention of 1898, discussing the sale of good-standing buttons to locals, the secretary says that many associations, after reporting a certain number of members in good standing in their annual report, will, within 6 weeks afterwards, require twice that number of buttons. This leads the secretary to believe that the national body is not getting the per capita tax on its full membership.[3]

The receipts, expenses, and balances in the treasury for a series of years have been as follows:

Year.	Receipts	Expenses.	Balance.
1890	$6,880	$5,905	$1,992
1891	4,763	5,350	1,406
1892	7,506	5,773	3,137
1893	4,484	5,985	1,638
1894	6,197	5,795	2,038
1895	5,259	6,051	1,245
1896	5,354	5,303	1,303
1897	5,141	5,007	1,497
1898	5,073	5,733	837
1899	5,326	5,429	735
1900	7,001	6,179	1,556

Strikes.—The attitude of the Marine Engineers toward strikes has been essentially different from that of labor organizations in general. The constitution does not provide for them. On January 27, 1886, the national president issued a circular to the association in which he said: "The Marine Engineers' Beneficial Society is not a trades union. * * * Strikes are not encouraged nor countenanced, as our constitution plainly states that 'no association shall set a standard of wages for its members.'" The next convention of the association, held in January, 1897, struck out the words "no association shall set a standard of wages for its members" from the constitution. In spite of this the convention of 1892 passed a declaratory

[1] Convention Proceedings, 1898, p. 844.
[2] Convention Proceedings, 1893, pp. 886, 887.
[3] Convention Proceedings, 1898, p. 917.

resolution that it was not constitutional for a subordinate association to adopt a standard of wages.[1]

There seems to have been an abortive local strike against the Cleveland vessel owners in the spring of 1891.[2] But the secretary in his report to the convention of 1895 called attention to the false report which had been circulated during the railroad strike of 1894, that the Marine Engineers would refuse to run boats which had any connection "with any of the so-called boycotted railroads." He continued, "I consider it one of the highest testimonials that can be said of our organization that in the 20 years of our existence we point with pride to the undeniable fact that at no time in its history has this organization ever been involved in a strike."[3]

The later declarations of the officers seem to indicate a certain change of attitude. The president in his report to the convention in 1900 declared: "The policy that has for years dominated our methods * * * has outlived its usefulness. * * * The policy of conservatism and reserve is no longer sufficient to meet the conditions that they once overcame, for the inclination on the part of the owners, managers, agents, and others to be just and fair has given away in a majority of instances to an arrogant spirit of selfish presumption that can only be met by the defiant courage of a body of men who have not forgotten that we have as much right to name our price as the great trusts of to-day have to offer remunerations that hereafter can only be spurned as not worthy of consideration." At the same time the president wished to make it clear that he was not suggesting "any method of doubtful character," and whatever means were adopted "must be fair and honorable means, and must not partake of the nature of conspiracy or be of a dishonorable or reprehensible nature, and must be able to withstand fair and just criticism under all conditions."

During the summer of 1899, preceding this report, freight rates on the lakes rose to an enormous height, and the president of the Marine Engineers engaged in a long and doubtful struggle to get some part of the profits for his constituents. It was not until September 25 that he got an advance of 20 per cent in wages, to take effect October 1. He did not get it until he notified the Lake Carriers' Association that if he did not receive an answer by noon he would "take such steps at once as will, in our judgment, best protect the interests of the men that I represent." He did not receive an answer by noon, and he says that before he did receive it he had already written telegrams for all points on the lakes advising his members of the situation.[4]

The dispute at the beginning of 1901 is referred to below (pp. 262, 263.)

Wages and hours.—At the convention of 1887 the committee on statistics reported that engineers who held licenses of the same grade and worked on similar vessels received wages which differed by 10, 25, and even 50 per cent. The highest wages of one who held the grade of chief engineer seemed to be $150 a month; the lowest, $50 a month.

From 20 points on seaboard, lake, and river the average hours of labor for an engineer were found to be 14 out of 24. Forty Chicago tugboat engineers were found to be averaging 17½ hours a day. The average yearly earnings of these 40 men were $760. During the summer it was asserted that men had to work as much as 22 hours out of each 24.

At the convention of 1889 the committee on statistics reported that they found, by correspondence with 181 individual engineers, that the average hours of labor for those upon the coast in the tugboat service was 16.75 hours, "or about the same as during 1887." Wages were reported not to have gone down during the preceding year, and it was thought that the organization had tended to force them up. One local secretary said: "Wages have gone up 25 per cent since this order was started, and we are not yet [locally] 3 years old."[5]

On October 26, 1895, the boiler of a Chicago tug exploded and killed 3 men. The president of the Marine Engineers' Association undertook, at the investigation, to bring out, as he says, "some of the conditions of the life of the average Chicago river-tug men, which go to prove that the theory of long hours and exhausted nature was responsible for the loss of life occasioned by this terrible accident." He declared that the testimony was the most debasing exhibition of fear and cowardice that he had ever seen. Under the fear of losing their positions men did not hesitate to perjure themselves as to the hours which they and those

[1] Convention Proceedings, 1887, pp. 186, 238; 1892, p. 705.
[2] Convention Proceedings, 1892, pp. 722–725.
[3] Convention Proceedings, 1895, pp. 287, 288.
[4] Convention Proceedings, 1900, pp. 210, 329, 330.
[5] Convention Proceedings, 1897, pp. 227–229; 1889, p. 76.

about them were required to work. The president said that he returned home feeling that it was useless to try to bring out anything against tug or vessel owners when the men who were complaining were afraid to tell the truth.[1]

The secretary reports, in the summer of 1900, that the national association aims at 12 hours' work out of 24; that engineers on steamboats average 12 hours out of 24, in 4 and 6 hour watches; that on tugs they work in many cases whenever they are needed, and that on western rivers, Puget Sound, the Atlantic coast, the Great Lakes, and the Gulf it is customary to run tugs 16 or 18 hours with one engineer and sometimes as long as 72 hours, without intermission.

According to a memorial presented to the Lake Carriers' Association by the Marine Engineers' Association in 1896, the reduction of the wages of engineers upon the lake steamers in 1894 was in many instances as great as 40 per cent. In 1895 there was an increase, said to range from 11.1 to 13.3 per cent. This was attributed by the secretary of the Marine Engineers' Association to the presence of the president of the association among the lake engineers, and to the fear of the vessel owners that trouble might arise if an increase was refused. In 1896 the wages were advanced 12½ per cent above the rates that prevailed at the close of navigation in 1895. This increase followed a request for an increase of 20 per cent made by the engineers' association.[2]

The report of the national secretary for 1897 again notes the wage difficulties of the engineers upon the lakes. Wages have of late years been based, he says, upon the minimum freight rates at the opening of navigation, and have been fixed by the Lake Carriers' Association. The size of lake vessels has so increased that steamers of 1,500 or 2,000 tons are almost supplanted, and that vessels of less than 7,000 tons can hardly run except in booming times. The Lake Carriers' Association have so classified all steam vessels of late that steamers which were rated as first class and paid first-class wages a few years ago are now rated as third-class vessels and pay third-class wages.[3]

In the spring of 1900 the Lake Carriers' Association adopted the following scale of monthly wages, being the same which had been paid since October 1, 1899:

	Chief engineer.	Assistant engineer.
On first-class steamers	$132	$9
On second-class steamers	114	8
On third-class steamers	96	6

The secretary of the Marine Engineers' Association remarks that these were the highest wages paid in years on the Great Lakes. He adds that many lines paid $1,350 for the pick of the men for the season of 1900, and that in special cases $1,500 or $1,800 was paid on the lakes for a full year.

Up to 1901 the custom seems to have been for the Lake Carriers' Association to fix a schedule of wages every year, which became the ruling schedule not only for vessels in the Lake Carriers' Association but for those outside of it. At the beginning of 1901 there were rumors that the Lake Carriers' Association intended to reduce the wages of the engineers The engineers determined to take the initiative. On January 22 they agreed upon the following classification, rates of wages, and engine-room crews:

CLASSIFICATION.

(All tonnage to be gross tons.)

First class.—To include steel boats of over 1,800 tons. All passenger boats over 750 tons to be included in first class.

Second class.—All steel boats under 1,800 and over 500 tons, and all wooden boats over 500 tons. All passenger boats under 750 and over 200 tons to be included in second class.

Third class.—All boats not included in first or second class to be third class, including tugs and canal boats.

All first-class boats having water-tube boilers, and over 2 boilers, to carry 3 engineers and 2 oilers, and water tenders where required.

All other first-class boats, 2 engineers and 2 oilers.

All second-class boats over 1,500 tons, having water bottoms or auxiliary machinery, such as electric lights, hoisting engines, etc., 2 engineers and 2 oilers.

[1] Convention Proceedings, 1896, pp. 494–496.
[2] Convention Proceedings, 1896, pp. 512, 513; 1897, pp. 659, 660.
[3] Convention Proceedings, Marine Engineers, 1898, pp. 911, 912.

All second-class boats over 1,200 tons not included in the above, to carry 2 engineers and 1 oiler.

First-class wages to be as follows:	
Chief engineers, per month	$132
First assistant engineer, per month	96
Second assistant engineer, per month	84
Second-class wages to be as follows:	
Chief engineer, per month	114
Assistant engineer, per month	84
Third-class wages to be as follows:	
Chief engineer, per month	105
Assistant engineer, per month	75
Special wages for fish tugs:	
Large	105
Small	90

This was presented to the executive committee of the Lake Carriers' Association on January 26, with the request that a reply be made on or before February 20. The receipt of it was promptly acknowledged, but no further notice was taken of it, and on February 27, in reply to a renewed request for an answer, the chairman of the executive committee wrote that the committee had not considered the classification and schedule, and that he did not know whether it intended to do so nor when it would meet again. The members of the Marine Engineers' Association refused to work on any steamer controlled by a member of the Lake Carriers' Association. Some owners outside the association accepted the terms of the engineers, and, according to the engineers' statement, many fleets were withdrawn from the Lake Carriers' Association for this purpose. Early in April it was said in the newspapers that the lake lines owned by the Eastern railroads might follow this course. On April 6 the executive committee of the Lake Carriers' Association wrote to the president of the Marine Engineers, saying that it had taken up the proposals of the engineers, and had decided that it could not "discuss matters governing the management and administration of vessels controlled by members of the Lake Carriers' Association, and must decline to take up the subject of" the schedule. The committee added: "We may say, however, that on the opening of navigation there will be no change in the wage schedule adopted at the opening last year."

It will be seen that the chief point of difference was recognition of the Engineers' Association. There was no important difference as to wages. The classification of vessels proposed by the engineers would involve some changes, but, according to their statement, it would reduce quite as many vessels from first class to second class as it would raise from the second class to the first. Aside from recognition of the association the chief question raised seems to have been as to some enlargement of the engine-room crews.

On April 23 a new minimum scale of wages was put in force by the engineers, to be demanded from all owners who had not engaged their engineers before that time. It is as follows:

Minimum schedule of wages.

	Per month.
First class:	
Chief engineer	$150
First assistant	100
Second assistant	75
Second class:	
Chief engineer	125
Assistant	90
Third class:	
Chief engineer	105
Assistant	75
Wages for fish tugs:	
Large	105
Small	90

It will be seen that the wages proposed are on the whole higher than those of the earlier schedule. No agreement was reached with the Lake Carriers' Association, as such; but according to the statements of the Engineers' Association nearly all the engine rooms of the lakes were finally manned by their members. Some concessions were made by the men. In particular the owners were allowed in certain cases to hire a "handy man," at $50 a month, as a helper; but the engineers asserted that in the main they got the amount of help they asked for and the rates of wages that they fixed, which are said to be higher than were ever paid on the lakes before. The wages were not, to be sure, much above what the Lake Carriers' Association offered in the first place, and the recognition of the Marine Engineers' Association, which was the main point of difference, was not secured.

Ladies' auxiliaries.—At the convention of 1899 the Ladies' Auxiliary, which had grown up in connection with some local associations, was formally recognized, and in the following year a ritual was prepared for it.[1]

[1] Convention Proceedings, Marine Engineers, 1899, p. 175.

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION.

History.—This organization, although it was only organized in 1892, and although it is at present mostly confined to the Great Lakes, has grown with great rapidity. It was reported as having 124 locals and 8,000 members in 1899, 195 locals and 14,000 members in the spring of 1900, 209 locals and 20,000 members in August, 1900, and 250 locals and 40,000 members in June, 1901. The membership includes all kinds of dock workmen. Different classes of workers are in many instances organized into separate local branches. Thus there are locals of coal handlers, of ore handlers, etc. The extension of the organization to coast and gulf ports is one of the chief aims of the officers. During the year 1899–1900 about 15 local branches were organized at ocean ports, noticeably at Baltimore and Newport News. As yet, however, the membership among the coast longshoremen is proportionately very small and is confined to a few ports. There are many local unions not affiliated with the international organization.

The association claims to have had a very great effect in raising wages and improving the condition of labor on the docks. The reports of the officers for 1900 declare that some branches of the trade have increased their wages 100 per cent since organization. By the Lake Erie agreements of 1900 there was a general increase of from 16⅔ to 30 per cent over the previous year. The improvement in wages and conditions varies somewhat in the different branches, according to the degree to which they are organized. The secretary states also that organization has awakened ambition among the dock workers, so that they are no longer content with being mere unskilled laborers. They desire better homes and shorter hours, in order that they may have leisure for self-improvement. There has been already, it is claimed, a revolution in the conditions of the trade.

Objects.—The objects are indefinitely stated in the preamble to the constitution as being to promote the prosperity and to secure the rights and interests of the members. It is also stated that the organization aims to substitute direct work for vessel owners in place of the system of unloading boats by jobbers or boss stevedores, which robs the worker of his wages.

Conventions.—The convention meets annually in July. Each local has two delegates, and they are entitled to two votes for the first 100 members or less, and one vote for each additional 100 or majority fraction thereof. A special session may be called by request of a majority of the locals.

Officers.—The officers are a president, seven vice-presidents, and a secretary-treasurer, all elected at the annual convention. They constitute jointly an executive council, which has all executive and judicial powers. The president and the secretary-treasurer are each paid $1,500 a year, their compensation having been increased largely at the convention of July, 1900. The secretary-treasurer must give bond for $5,000, and pay money only on the order of the president.

Discipline.—Any local may prefer charges against any elective officer for violating the constitution or for any act calculated to impair the dignity of the organization. The council has power to try such cases, subject to appeal to a general vote of the members of the organization.

No person may be a member of the longshoremen's association who deals directly or indirectly in spirituous liquors.

Colored labor.—In 1899 a color-line difficulty arose among the longshoremen of Newport News, Va. The local unions there of longshoremen were composed entirely of colored men. White men refused to join them. The colored men were finally persuaded to consent to the issue of a separate charter for white men.[1]

Finances.—The per capita tax of the national organization is only 5 cents per month. The executive council is given authority to levy assessments, apparently without restriction. There is, however, no definite provision regarding strike or other benefits, and the expenditures of the organization are low, the total for 1899 being only $6,361, and for the year ending June 30, 1901, $11,055.

Strikes.—The central officers of the longshoremen's association have comparatively little control over strikes. This arises naturally from the absence of any strike benefit payable by the international organization. Locals are authorized to call upon the president, or some member of the executive council whom he may name, to visit them and assist in bringing about a settlement of any grievances. In case an investigation does not substantiate the demands of the local, it must

[1] Convention Proceedings, 1900, p. 11.

pay the expenses incurred by the visiting officer. The constitution declares that any local which takes part in a sympathetic strike in its city, without the consent of the executive board, will not receive the support of the general body. Locals are forbidden to assist each other in strikes without the consent of the executive board.

The union reported to the Federation of Labor in the fall of 1900 that it had won nine strikes, compromised two and lost one during the preceding year. Two thousand persons were involved, of whom 1,200 were benefited. The cost was about $2,000.

Some further account of the relations between the longshoremen and their employers is given on pages 369–373.

AMALGAMATED ASSOCIATION OF STREET RAILWAY EMPLOYEES OF AMERICA.

History.—The Amalgamated Association of Street Railway Employees of America embraces motormen, conductors, and other employees of street railway companies, except skilled workmen. It was organized in 1892. Up to August, 1900, 157 local unions were said to have been organized, of which 80 were then reported to be in existence. There is usually only one local union in a city; in a few cases there are two.

Objects.—The Amalgamated Association of Street Railway Employees states its objects in its constitution as follows: To place our occupation upon a high plane of intelligence, efficiency, and skill; to encourage the formation in division associations of sick-benefit funds; to establish schools of instruction for imparting a practical knowledge of modern and improved methods and systems of transportation and trade matters generally; to encourage the settlement of all disputes between employees and employers by arbitration; to secure employment and adequate pay for our work; to reduce the hours of daily labor, and by all legal and proper means to elevate our moral, intellectual, and social condition.

Convention.—The convention meets biennially on the first Monday of May. Each local union which has 200 members or less is entitled to one delegate, and larger unions to one additional delegate for each additional 200 members or major fraction thereof. Each delegate can cast but one vote; no proxy votes are allowed. To be eligible as a delegate one must have been a member of his local union in good standing for at least 2 years, provided the local has been organized so long.

The constitution may be amended by a two-thirds vote of the delegates present at a regular session of the convention.

Officers.—The officers are a president, three vice-presidents, a treasurer, and an executive board of five members. All are elected by the biennial convention by ballot, and a majority of all votes cast is necessary to elect. So long as there is no election the balloting is repeated, and the candidate who has received the lowest number of votes on each ballot is dropped on the succeeding ballot.

The president combines the ordinary duties of a president with those of a secretary. He decides questions of order and usage, constitutional questions, and appeals, subject to appeal to the general executive board. Subject to a like appeal, he has power to fine or suspend local divisions for violations of the constitution, and to recall charters. He is chief organizer, and it is his duty to see that proper efforts are made to form a local union in every place which is capable of maintaining one. He is ex officio a member of all committees. He edits and publishes the official journal. He keeps and publishes the records of the convention proceedings. He has charge of the seal, books, and papers of the association, furnishes supplies to the local unions, and keeps a list of the names of all members. He receives all money, and turns it over to the treasurer. He gives a bond for $500, the cost of which is paid by the association. His salary is $1,200 per year.

The vice-presidents render such assistance to the president as he may require, and in case of a vacancy in the office of president they are entitled to succession in their order.

The treasurer takes charge of the money received from the president, and pays all bills which have been allowed and countersigned by the president. He is directed to keep not more than $100 on hand at any time, but to deposit money received by him in a bank designated by the executive board, within 24 hours after receipt. He gives a bond in such sum as the executive board may determine, the expense being borne by the association. His salary is $50 per year.

The executive board audit all books and bills of the president and the treasurer, and decide all grievances and points of law which may be appealed to them. They have power to authorize strikes, and to levy assessments for strike purposes, not exceeding 25 cents per member per month. They are paid $2.50 per day while in the actual service of the association, together with hotel and traveling expenses.

Local unions.—Local unions may be formed by ten or more street railway employees. Ten dollars must be sent to the general office for a charter fee, covering the cost of outfit and seal. No new charter is granted in a city where a local union already exists, without the consent of the general executive board.

Membership.—Candidates for membership must be of good moral character and competent workmen in their lines. No officer, superintendent, foreman, or other boss having the rules of a railway company to enforce can become a member. When a member is promoted he is required to withdraw.

A candidate is admitted to membership by a three-fourths vote.

Cards.—Traveling cards are granted for not more than 3 months, and all dues must be paid in advance for the time for which the card runs. A member holding a traveling card and wishing to become a member of another local deposits his card with the secretary of the local which he wishes to join. The secretary forwards the card to the local which issued it, with a request that a withdrawal card for the member be sent in its place. Upon the receipt of the withdrawal card the member is admitted.

Finances.—The constitution provides that the initiation fee shall not be less than $1, and that the dues shall not be less than 50 cents per month. It is said that in practice the monthly dues of the several local unions are uniformly fixed at the constitutional minimum. Twenty-five cents for each new member must be forwarded to the general office, except in the case of charter members. The per capita tax is 10 cents per month, of which 80 per cent goes to a fund for general expenses and 20 per cent to a fund for death and disability claims. On the 1st of April of each year a special assessment of 25 cents per member is levied for the organization fund. If a deficiency is likely to arise on account of an increased death rate the executive board has power to draw from the funds of the local unions a sum not exceeding 25 cents for each member in good standing.

Benefits.—A funeral benefit of $75 is paid after 1 year's membership. In case of total and permanent disability, making a member incapable of ever again following the occupation for a livelihood, and resulting from accident or injuries received not less than 1 year after becoming a member, the same benefit is paid as in the case of death. To be a beneficial member one must have been in sound health at the time of joining.

No claim for benefit exists in the case of a member whose disability or death is caused by intemperance or his own improper conduct, or is due to any accident or disease from which he suffered before he joined the union, or occurs while on duty as a volunteer or a militiaman. If any local union fails for 2 months to pay its dues or taxes to the national union, its members are not entitled to benefits until 3 months after all arrearages have been paid.

The president's report to the convention of 1899 stated that 17 death claims had been considered during his term of 2 years, and all had been allowed and promptly paid. The total amount was $1,225. From the convention of 1899 to that of 1901 27 death claims were paid, amounting to $1,975. Up to 1901, a funeral benefit of $50 was paid after a membership of 9 months and less than a year.

Partial reports for 1900 show 25 divisions which have local sick benefits, ranging from $3 to $5 per week, on account of which $4,364 was paid during 1900. Local unions also reported $1,683 contributed to help unions of other crafts in strikes.

Strikes.—In case of any difficulty with employers the executive board of the local union is first to call upon the employer and try to obtain a settlement. If it fails, the local union is to decide by a secret vote whether it will support the demands of its members. A two-thirds majority is necessary for further proceedings. If such a majority is given, the president is to be notified, and he, or a person appointed by him, is to visit the scene of the trouble and try to effect a settlement. If he fails, he must get the consent of the majority of the general executive board before ordering a strike; and he must not in any case order a strike without first offering arbitration. Local unions going on strike without the consent of the the executive board forfeit all right to assistance, and are subject to expulsion; but a local union may appeal to a general vote of all the locals, and the decision of the general executive board may be overruled by a two-thirds majority of the

members voting. The general exective board has power to declare a strike at an end so far as the support of the national organization is concerned.

Members who participate in an authorized strike are entitled to a benefit of $5 per week. Twelve strikes were noted in the report of the president to the convention of 1899 as having occurred during his term of 2 years; but only 2 locals were mentioned in the financial report as having received strike benefit, and the total amount was only $150. This is chiefly to be explained by the very short duration of most of the strikes, and by the rule that strike pay is not allowed for a fraction of a week. Perhaps it is partly due to lack of funds. Twenty-two strikes are reported for the two years preceding the convention of 1901. In support of 3 of them, $1,657, the proceeds of a special assessment, was paid by the general organization. Besides this, about $1,400 was contributed by the locals for the St. Louis strike. Of the 12 strikes during the two fiscal years 1897–1899, 6 were reported as successful, 3 as compromised, 2 as lost, and 1 as unsettled at the time of the convention of 1899.

Wages and hours.—The following resolution is appended to the constitution: "We hold a reduction of hours for a day's work increases the intelligence and happiness of the laborer and also increases the demand for labor and the price of a day's work."

A report of the president, published in the official journal for February, 1900, stated that 18 local unions had increased their wages during the preceding 11 months, and that 8 locals were then working a 9-hour day and 9 locals a 10-hour day. The president estimated that the increase of wages during the preceding year amounted to $250,000, without any regard to the decrease of hours, which had taken place in some 18 locals. Details of wages and hours, past and present, in many different local unions were given. Nine locals, organized during 1899, in which changes of wages and hours had taken place, had increased their wages per day on the average about 3 per cent, and at the same time had shortened their working day by an average of about 1 hour. Nine locals of earlier organization, ranging from 1892 to 1898, had increased their wages per day on the average about 9 per cent since they were organized, and had besides got an average shortening of the working day of more than 2 hours.

Partial returns at the close of 1900 showed 10 divisions working 9 hours a day; 9 divisions working 10 hours; 4 divisions working 11 hours; 5 divisions working 12 hours; 6 divisions working from 8 to 10½ hours; 6 divisions working from 9 to 12½ hours; 5 divisions working from 10 to 12½ hours; 2 divisions working from 12 to 13 hours; 1 working from 7 to 16 hours; and 1 working from 14 to 16 hours. Out of 49 locals reporting, 20 show hours as long as 12, at least for a part of the members: and only 19 report hours as short as 10.

Official journal.—The Motorman and Conductor, the official journal of the association, is a monthly paper of 12 pages, devoted chiefly to news and discussions relating to the organization. Its subscription price is 50 cents per year, and it is not sent free to members. To local divisions which subscribe for their whole membership it is sent at 3 cents a copy. It has paid its way during the last 4 years.

SWITCHMEN'S UNION OF NORTH AMERICA.

History.—The Switchmen's Union was founded in October, 1894. In June, 1901, it reported 214 lodges, with a membership of 15,500, in the United States, Canada, and Mexico.

Convention.—The convention meets annually, on the third Monday in May. Each local lodge has one delegate. The grand officers have a voice in the convention, but no vote. Each delegate receives from the general treasury $5 a day for time spent at the convention and in going to and from it. If a delegate is absent from roll call, or when the yeas and nays are called on any subject, unless he has been excused by the convention, he receives no pay for that day. If a delegate leaves before the convention closes, $4 for each day to the close of the convention is to be deducted from the amount due him. Sickness is a valid excuse for absence or for premature departure. The convention has full power to amend the constitution.

Officers.—The officers are a grand master, 5 vice-grand masters, a secretary and treasurer, an editor of the journal, and a board of directors of 3 members. The officers are elected by the convention.

Membership.—A candidate for admission must be white, must be of good moral character, must have had at least 6 months' experience as a switchman, and must actually be employed in railroad service at the time of making application. Pilots,

switch tenders, and yard masters are eligible. No person engaged in the liquor traffic can be admitted. Applications for membership must be made in writing, and applicants must be recommended by a member of the union in good standing. Each application must be referred to a committee, which must report at the next regular meeting. Election to membership is by ball ballot. If not more than three black balls appear, the applicant is elected; if four or more black balls appear, he is rejected. If, however, a candidate is blackballed after being favorably reported on by the investigating committee, those who cast the black balls are required to state their reasons, and purely personal reasons will not be permitted to stand in the way of admission.

Cards.—Transfer or limited-withdrawal cards are granted on applications made through the secretary of the lodge which the member desires to join. They are accepted only by a majority vote of that lodge. Final withdrawal cards are granted to members who wish to sever their connection with the union, provided all dues, fines, and assessments have been paid. Traveling cards are granted to members seeking employment, or traveling on account of death or sickness, or for the transaction of lodge business. They are good for the time for which the member has paid his dues in advance, not exceeding 4 months.

Discipline.—Any member who engages in the sale of intoxicating liquors or in any unlawful business is to be expelled. Any member who uses intoxicating liquors to excess, or who is found guilty of drunkenness or other immoral practice, or of conduct unbecoming a member, is to be suspended if the offense is of light character; but if it is of a serious nature, or is a second offense, he is to be expelled. Fraud or imposition upon the lodge in connection with benefits or otherwise is punishable by expulsion. Expulsion is also the penalty for divulging any business of the lodge, and, in particular, for divulging the name of a member who has opposed the admission of a candidate for membership.

Finances.—The charter fee for new lodges is $25; this includes payment for a seal and a full supply of blank forms and lodge supplies. The per capita tax is 75 cents. The initiation fee may not be less than $2. Subordinate lodges may levy assessments by a two-thirds vote of the members present.

Benefits.—The general union has heretofore paid no benefits to members as such. The local lodges are expected to pay benefits to their members in sickness. The master of each local lodge is required to appoint a committee for each road on which the members work, to take charge of injured members and visit them at least twice a week. It is forbidden to pay benefit to a member who was injured while in a state of intoxication, or whose injuries were brought on by any immoral or improper conduct, or whose disability is due to disease with which he was afflicted before his admission to the order.

Early in 1899 an arrangement was made with the Imperial Mystic Legion, of Nebraska, by which that corporation was to issue policies to all members who should desire insurance. Under the agreement a certain number of applications were necessary to make the plan effective. The required number was never obtained, and the scheme fell through.

In May, 1900, a beneficiary department was established, which might be joined by all members physically qualified to perform switching services. Certificates of $600 each were issued, and any member might take either one or two certificates. The secretary and treasurer levied a monthly assessment of $1 for each certificate. In order to join the beneficiary department a member must be in good health and must pass a satisfactory medical examination. On the death of a member of the department, the amount of his certificate was paid to the person named in them. If he lost a foot, or half of a foot, a hand, or a thumb and three fingers, or four fingers of one hand, at or above the second joint, or if he suffered any other disability that permanently prevented him from performing the duties of a switchman, the amount was paid to the member himself.

By decision of the convention of May 19, 1901, participation in the benevolent fund is made compulsory on every member on and after September 1, 1901.

CHAPTER XII.

LABOR ORGANIZATIONS IN MISCELLANEOUS TRADES.

JOURNEYMEN BAKERS' AND CONFECTIONERS' INTERNATIONAL UNION OF AMERICA.

History.—The Journeymen Bakers' and Confectioners' International Union of America was organized in 1886. It includes bakers of bread, cake, pies, and crackers, candy makers, ice cream makers, and salesmen of bakery goods. On January 1, 1900, the membership was 5,208. Up to that time there were no female members. The secretary reported the number of locals as 116 in the summer of 1900, and the number of members in good standing as 6,007, of whom 23 were females. On January 1, 1901, there were 141 locals, with 7,120 members in good standing and 1,666 in bad standing, or 8,786 in all. During 1900, 63 locals had been chartered, with an initial membership of 1,919, and 15 locals with a membership of 291 had been disbanded, suspended, or expelled; 3,276 members had been initiated by existing locals and 1,118 had been expelled or lost. The total gain for the year was thus 3,786.[1] On June 1, 1901, the number of locals had increased to 169 and the number of members to 9,654.

Objects and declaration of principles.—The constitution of the Bakers' and Confectioners' Union is preceded by a declaration of principles, which is substantially the same, phrase for phrase, as those of the Brewery Workmen, the Amalgamated Glass Workers, the Textile Workers, and the Wood Workers. It is given in full in the account of the Textile Workers' Union. (See page 77.)

The Bakers' Union declares that it "aims at the promotion of the material and intellectual welfare of all workmen in the baking trade: First, by organization; second, by education; third, by the reduction of the hours of labor; fourth, by gradually abolishing such evils as may prevail in the baking trade; fifth, by establishing labor bureaus wherever possible; sixth, by assisting members in local causes in matters concerning the union; seventh, by agitating the abolition of night work."

Convention.—Local unions are represented in the convention as follows: Those with a membership of 100 or less are entitled to 1 delegate, those with a membership of 100 to 200 are entitled to 2, and those with 200 members or more are entitled to 3 delegates. The international secretary represents the International Union at the convention. He is required to produce all financial books, and he has an advisory voice, but no vote. He is not allowed to represent any local union.

Both the English and the German language may be used in the convention, and the minutes are required to be kept in both languages.

Constitutional amendments.—The convention is specifically empowered to alter the constitution; but it is also provided that on an appointed day in each year a general vote shall be taken on propositons which have been brought forward during the year with the indorsement of seven local unions.

Officers.—The officers are a secretary, an editor of the Bakers' Journal, a treasurer, organizers, five trustees, and an executive board. The officers are chosen by popular vote on the Australian system. An absolute majority is necessary to elect. If there is no election on the first ballot a second ballot is taken, in which only the two candidates for each office who have received the highest votes are eligible.

Each local union, by secret ballot, nominates one candidate for each office. The five candidates for each office who receive the nominations of the largest number of unions are eligible to election. Each of them must, however, on being notified of his nomination, send the international secretary a letter of acceptance, and in it "give his views of the methods and aims of the International Union. These letters shall not contain more than 500 words each, and shall be published in the issue of

[1] The gain and the totals of membership, as given, do not agree. They are as in the original report.

the official journal immediately succeeding the nominations. Should any candidate not send in the letter as prescribed herein, and within the specified time, his name shall be stricken from the list of eligibles for the election." The International secretary has ballots printed, containing the names of all eligible candidates, in the order of the number of nominations received by each. These ballots are furnished to the local unions free of cost. Every member is obliged to vote, under penalty of a fine of 50 cents. Those reported sick or holding traveling cards are excused; "but any member drawing a traveling card to evade the duty of voting shall be fined the same as though he held no traveling card."

The executive board consists of seven members. It has power to authorize strikes, to annul charters, and to vote assessments, subject to the approval of a general vote. It can levy assessments without a general vote in the case of strikes or lockouts. It is directed to employ an expert accountant every 6 months to examine the finance books of all officers, and his reports are to be published in the journal.

The duty of the trustees is to investigate the sureties of the officers, to audit the accounts of the International secretary, manager of the Journal, and treasurer, and to perform all other functions that may be referred to them by the executive board. They are to give the executive board a detailed report of the financial standing of the union once a month.

The secretary and the editor of the journal receive $20 a week apiece. The treasurer is paid $5 a month.

Organizers are to be appointed in every large city from among the resident members. They are International officers, and while actually employed by the executive board they are paid $5 per day, with car fare and incidental expenses.

One of the officers of the local unions is a recorder of statistics, whose duty is to collect and compile once in each year statistical data relative to the shop conditions of the journeyman bakers of the town or city, both organized and unorganized, and to send them to the International secretary before January 1.

Membership.—To become a member of the Bakers' Union one must have worked at least 2 years at some branch of the trade. The recognized branches of the trade are bread, pie, cracker, and pretzel baking, confectionery and cake baking, pastry cooking, candy making, and ice cream making. "No distinction shall be made on account of race, sex, creed, or nationality." No member can hold political office. Election to membership is by majority vote of the members present.

Traveling cards.—Traveling cards are issued to members who have belonged to the union at least 6 months and have paid all dues and assessments. On arriving in a city where there is a local union a member must report at the first meeting of such local, under penalty of a fine of $2, to be imposed by the local union of the district in which the member works. The financial secretary of the local union to which a member is admitted by traveling card must notify the financial secretary of the union which issued the card.

Discipline.—Members are debarred from membership "when convicted of a dishonorable act, thereby injuring the labor movement in general and the International Union in particular: First, by defrauding money, the property of the International Union; second, by taking the place of a union man on strike; third, by systematic work to undermine local unions or the International Union; or when ceasing to be wage workers." Members who remain at work when ordered on strike, "or who have acted as traitors to their fellow members, shall, upon conviction, be expelled, and their names shall be inserted in a book kept by the International secretary." It is elsewhere provided that "members who injure their union by a dishonorable act, who have defrauded moneys, or who have acted as scabs" shall have a trial before a committee, "which shall report and recommend the fine to be imposed." Any member convicted of persecuting or injuring another member in his work is to be fined not less than $5.

Finances.—A charter fee of $5 is collected from new unions. All locals are required to send $1 to the International secretary for each new member admitted. This amount is credited to the agitation fund. The per capita tax is 20 cents a month. Payment of it is evidenced by adhesive stamps, furnished by the International secretary, and affixed to the member's book when payment is made.

The initiation fee is required by the constitution to be at least $2. The dues collected by the local unions are from 50 cents to $1.25 per month.

All money except the income of the Journal is collected by the secretary. The secretary and the manager of the Journal turn over all receipts to the treasurer. The secretary is forbidden to have more than $250 of the organization's money in his possession at any time. The treasurer is forbidden to keep more than $150 in his possession. Sums above this amount are to be deposited in bank in the name of the trustees. The secretary, treasurer, and editor of the Journal are each

required to give bond for $1,000. Excluding the sick and death benefit fund, the receipts during 1900 were $23,984 and the expenditures $15,999.

Sick and death benefits.—The union maintains a sick and death benefit fund, which members are at liberty to participate in or not. Members who have passed the age of 50 years, or are not in good health, are not permitted to join it. An initiation fee of $1 is charged. The regular payments are $1 per quarter, and a further amount of 25 cents per quarter, which can only be used for the payment of death claims. When the money on hand in the sick fund is less than $5 for each member the executive board has power to levy an assessment of 25 cents. In case of sickness or disability, a member, who is in good standing both in the local union and in the sick and death benefit fund, and who has been a member 6 months, is entitled to $5 a week. No member can draw more than 26 weeks' sick benefit in any one year. "The organization has the right to send at any time a physician to the sick member to ascertain his condition. A refusal to permit this physician to see the sick member shall be sufficient cause to stop the payment of further benefit."

Upon the death of one who has been a member of the fund for 6 months, his heirs are to receive a death benefit of $50; if he has been a member for a year, the benefit is $100. If no legal heirs are known, the burial expenses are paid out of the benefit, and the surplus, if any, is returned into the fund. On the death of the wife of a member of the fund, he is entitled to a benefit of $50.

Each local is directed to elect a sick and death benefit fund secretary, whose duty is to collect and remit the money of the fund. The general secretary of the International Union is general secretary-treasurer of the fund. As such he is required to give a bond for $1,000, and to publish monthly reports in the Bakers' Journal. The receipts from members during 1900 were $270 for initiation, $1,603 for sick dues, and $401 for death dues. The payments were $680 for sickness, $400 for death, and $64 for expenses. The balance on hand January 1, 1901, was $2,690.

On July 6, 1901, a popular vote was taken on a proposition to establish a compulsory sick and death benefit. It was defeated by a vote of 2,183 against it to 1,192 in favor of it.

Strikes.—The Bakers' Union declares that it is the duty of the local union to prevent strikes as much as possible by trying to settle differences with employers in a peaceful way. If a strike seems unavoidable, it should be limited to as few shops as possible, so that the members at work may be able to support those on strike.

Strikes can be declared only by a three-fourths vote of the members in good standing, at a meeting which every member has been invited personally or in writing to attend. A three-fourths vote is also required to declare a strike ended. If a local union desires aid from the International Union in a strike, it must make application to the executive board before going on strike, with a full statement of the circumstances. The amount of strike benefits is determined by the executive board. A local union can not be supported in a strike if it has not belonged to the International Union at least 3 months, or if its dues or assessments are not fully paid.

The Bakers' Union reported to the Federation of Labor, in the fall of 1900, that it had won 3 strikes during the preceding year, involving 327 persons, at a cost of $1,363.

Journal.—The Bakers' Journal is the property of the union and is under the ultimate control of the executive board. The editor is one of the national officers, and the business management of the paper is intrusted to him. He is instructed in the constitution to conduct the paper "in accordance with the principles of an advanced tendency of a trades-union paper." The paper is a weekly, of 4 pages, about 17 by 22 inches. It is printed partly in English and partly in German, and has occasional articles in French. It is sent free to members. During 1900 the cost of issue, including the salary of the editor, $1,040, was $4,750, and the receipts from advertisements and subscriptions were $3,639. This left $1,114, or about 20 cents a member, to be paid by the union.

Union label.—The Bakers adopted a bread label in 1886, and a cracker label in 1896. The secretary reported that over 70,000,000 bread labels and 100,000 cracker labels were used in 1899.

From February 1, to March 1, 1900, it was reported that 17,314,000 bread labels were shipped through the general office to the local bakers' unions. It was said that in the mining districts the union label on cracker boxes was universally demanded.[1] The locals paid the national office $4,949 for labels during 1900.

[1] American Federationist, June, 1900, p. 172.

Piecework.—The secretary reports that piece work is not approved or allowed.

Hours of labor.—The hours of bakers have usually been long, but the union has set itself to the shortening of them. The majority of the Hebrew bakers of New York City, of whom there are said to be 1,000, got a 10-hour day and a 6-day week by a strike early in May, 1901. The national secretary asserted in June, 1901, that none of the members were working over 10 hours.

JOURNEYMEN BARBERS' INTERNATIONAL UNION OF AMERICA.

History.—The Journeymen Barbers' International Union of America was established in 1887. On September 1, 1896, there were reported 76 locals, with a membership of 2,193. During the next 2 years 29 locals, with 520 members, were suspended or disbanded, leaving 47 locals and 1,673 members out of those reported in 1896. There were enough accessions, however, to bring the totals up to 123 locals and to 8,384 members on September 1, 1898. In the summer of 1900 the secretary reported 207 locals and 8,127 members. In June, 1901, he reported 317 locals and "nearly 13,000" members.

Convention.—The Barbers' convention is held once in 3 years. Local unions are entitled to one vote for each 100 members or fraction thereof. The whole vote may be cast by one delegate, if it is desired. No proxies are recognized. To be entitled to more than 1 vote a union must have paid per capita taxes on 101 or more members for a full year. No member is eligible to act as a delegate unless he has been a member in good standing for a year, except when his local union has not existed so long. Delegates are paid $3 per day for the period of necessary absence from home, and railroad fare by the shortest route. The expense is paid by the international union.

Constitutional amendments.—The constitution may be amended by a majority vote of the members. Amendments are submitted to vote when indorsed by 5 local unions.

Officers.—The officers are a president, 4 vice-presidents, a secretary-treasurer, and a general organizer. These officers constitute the executive board. They are elected by the convention. A majority is necessary to a choice. Balloting is continued until a majority is obtained, the candidate who has the least votes on each ballot being dropped. The officers are members of the convention, with the same powers and privileges as regular delegates. The salary of the president is $360 a year. The secretary-treasurer, in addition to the ordinary duties of his office, edits and publishes the official journal. His salary is $1,000 a year. He is required to give a bond for $10,000, and the constitution specifies that the bond shall be procured from the American Surety Company of New York. The general organizer is the head of the organizing department, with power to appoint organizers in each State or province and to issue instructions to them. His salary is $240 a year.

Membership.—Any competent journeyman barber who has served 3 years at the trade may become a member. No employer is eligible, and no one who is incapable of working on account of sickness. Persons who are disqualified by reason of having an incurable disease may be received as nonbeneficiary members on the payment of 50 cents per month as dues, of which 25 cents goes to the International Union. Members are elected by secret ballot or otherwise, at the discretion of the local union. A majority elects.

Apprenticeship.—The constitution requires that every person engaging to learn the trade shall serve a regular apprenticeship of 3 years, and shall then pass an examination before a committee. Local unions have power to determine the number of apprentices within their jurisdiction. The secretary-treasurer asserts that the apprenticeship system is rigidly enforced, that locals are not allowed to accept an apprentice to membership, and that they must see that he serves the required 3 years.

The representative of the Barbers' Union induced the American Federation of Labor convention of 1896 to pass a resolution advising union men not only to patronize no barbers but members of the union, but also to use their utmost endeavors to discourage so-called schools of instruction in the barbers' trade, whose pupils "in the majority of cases constitute a direct menace to public health and are not competent to render the public good service."[1]

Discipline.—Any general officer may be impeached on motion of any local union,

[1] Convention Proceedings, 1896, p. 89.

sustained by one-fifth of the other locals. Officers are tried before the executive board.

Charges against members must be presented in writing and signed. They are tried before a committee of 3 or 5 members, and determined by the local upon the report of the committee. Every member has a right to appeal to the general president, from him to the executive board, and from the board to a general vote of the members.

Finances.—The charter fee is $12 on the organization of each new local union, including the outfit of seal, books, and stationery. The initiation fee may not be less than $1 nor more than $5. The dues are fixed by the constitution at 60 cents per month. Dues are collected by the stamp system. An adhesive stamp for each payment is affixed in the book of the member and canceled. The per capita tax is 35 cents per month. Assessments can be levied only by popular vote. The per capita tax is divided as follows: 12½ cents for a general expense and organizing fund, 12½ cents for a sick and death benefit fund, and 10 cents for a convention fund.

Any member who fails to pay dues for 2 months is to be suspended. A union which fails to pay its per capita taxes for 2 months is to be notified, and if the tax is not paid by the first day of the following month, the union is suspended.

Benefits.—*Sick benefit.*—Every person who has been a contributing member for 6 months continuously is entitled to $5 per week when sick and unable to attend to his usual vocation, provided his sickness has not been caused by intemperance, debauchery, or other immoral conduct. Sick benefit can not be drawn more than 16 weeks in any one year. There is a provision for a visiting committee, who are to visit the sick not less than 3 times a week. If the visiting committee are refused permission to see the sick member it is not obligatory on the union to pay the sick benefit.

Death benefit.—A death benefit of $60 is paid on the death of one who has been a member in good standing for 6 months.

Charity.—The members of the Barbers' Union contributed over $700 for the members of the organization, 22 in number, who suffered by the Galveston flood.[1]

Strikes.—The constitution of the Barbers makes no provision for strikes. The first strike which took place in the organization was a strike of the Colored Barbers' Union of Nashville, in July, 1898. On this occasion the executive board voted a gift of $25 from the general fund, and the local unions, being appealed to, contributed enough to bring the total support up to $239.10. This enabled the Colored Barbers to win their strike. During May and June, 1901, there were strikes at Dayton, Ohio, for less hours on Saturday; at Springfield, Mass., for less hours throughout the week; and at Seattle, Wash., for less hours and no Sunday work. All were successful. In general the union does not resort to strikes, but places its entire reliance upon the shop card, which corresponds to the label of other unions.

Hours of labor.—At the request of the delegates of the Barbers the American Federation of Labor convention of 1900 passed a resolution reciting the long hours and the Sunday work that prevail in the barbers' trade, and asking all delegates to bring the matter to the notice of their unions, in the hope that the labor organizations will make it plain that they desire the barbers to have the same relief which they desire for themselves through the 8-hour day, and that they do not desire long hours of toil for the barbers to meet their own selfish convenience.[2]

Journal.—The Barbers' Journal, the official paper of the organization, is a monthly magazine, well printed on calendered paper, and in its appearance attractive. The subscription price is $1 a year.

Union label.—The barbers have a union label in the form of a shop card, which is displayed in union shops. The American Federation of Labor convention of 1897, on motion of the representative of the Barbers' Union, passed a resolution declaring that no member of an affiliated union should patronize any barber shop charging 3 or 5 cents for a shave or 5, 10, or 15 cents for a hair cut. The resolution added: "As no union shop card of the barbers is displayed in a shop of this kind, the members of affiliated unions are instructed to patronize only such shops as do display the union card."

[1] The Barbers' Journal, January, 1901, page 8.
[2] Convention proceedings, 1900, p. 163.

NATIONAL UNION OF THE UNITED BREWERY WORKMEN OF THE UNITED STATES.

History.—The National Union of United Brewery Workmen was organized in 1886. In the summer of 1900 the secretary reported about 200 local unions and about 16,000 members. On September 1, 1901, the local unions were reported as 280 and the membership as 26,000.

Until 1896 its allegiance was, in some degree, divided between the Federation of Labor and the Knights of Labor. A part of its locals were also local assemblies of the Knights, and formed a national trade assembly.

The grievance committee of the American Federation of Labor at the convention of 1895, in reporting upon a dispute between the national body of the United Brewery Workmen and one of the local unions, declared that the trouble had arisen because of the dual affiliation of a part of the National Union with both the American Federation of Labor and the Knights of Labor. The committee recommended that the National Union be required to take steps at its next convention to dissolve the district assembly of the Knights of Labor, which was composed of certain of its locals, on pain of suspension from the American Federation of Labor. The representatives of the brewers denied that the dispute in question had anything to do with the affiliation of certain of their locals with the Knights of Labor, and declared that dissolution of the trade district assembly referred to would cause an immediate attack by the Knights of Labor upon the unions of the brewers in 14 cities, and help the brewing bosses in their efforts to destroy the United Brewery Workmen. The convention, however, adopted the report of the committee.[1]

The expected war broke out at once and has continued down to the present time. So recently as February, 1901, the Brewery Workmen congratulated themselves on conquering the chief stronghold of the Knights in New Jersey by inducing a local assembly of some 80 brewery employees to dissolve for the purpose of going over to the National Union.

The National Union has claimed jurisdiction over all workers in breweries, including brewers, maltsters, coopers, drivers, stablemen, engineers, firemen, and bottlers. Trouble has consequently arisen between it and other unions which have claimed a part of this territory. The contest with the coopers is the oldest. Up to the present time the coopers seem to have, upon the whole, the best of it. The executive council of the American Federation of Labor decided in 1898 that where there was enough coopers' work in a brewery to require the entire time of one cooper he should belong to the Coopers' Union, but where a cooper's whole time was not required he should belong to the Brewery Workmen. This decision was ratified by the American Federation of Labor convention of 1898; but the Brewery Workmen declined to comply with it. The American Federation of Labor convention of 1899 declared that the tightening of loose hoops is under the jurisdiction of the Brewery Workmen, but that all repairing and new work should be done under the Coopers' Union. This decision has apparently been accepted. Good feeling seems generally to prevail at present between the two organizations. Brewery unions in many places are demanding of their employers to use only union-made cooperage.

During 1899 representatives of the Brewery Workmen and the Steam Engineers made an agreement that engineers working in breweries should be required to join the Engineers' Union. According to the statement of the executive council of the American Federation of Labor, the Brewery Workmen did not keep the agreement. It kept the engineers it had and continued to receive others.[2]

The Brewery Workmen, in the Federation of Labor convention of 1899, maintained their right to retain control of the brewery engineers and firemen, and declared that these workers had better conditions under the Brewery Workmen than they could get by joining other organizations. The delegate of the Coopers' Union declared in the debate that when the brewery coopers joined the Coopers' Union their wages were raised $2 a week.[3] Resolutions were introduced proposing that the convention should demand of the Brewery Workmen that they turn over the engineers and the firemen of the breweries to the Engineers' and Firemen's unions. The convention directed that a committee of three members of the executive council adjust these disputes, and instructed the unions concerned to appoint representatives to meet them as a committee of conference.[4] At the session of the executive council in July, 1900, a decision was rendered that the Brewery Workmen should refrain from issuing charters to engineers and firemen, but

[1] Convention Proceedings, 1895, pp. 104, 105.
[2] American Federation of Labor Convention Proceedings, 1899, p. 55.
[3] Steam Engineers' Convention Proceedings, 1900, p. 63.
[4] American Federation of Labor Convention Proceedings, 1899, pp. 127, 128.

should refer such applications to the national organizations of the Engineers and Firemen, and that the cards of these organizations should be recognized in the breweries under the jurisdiction of the United Brewery Workmen. At the same time engineers and firemen who were members of the United Brewery Workmen should have the right to retain their membership, and their cards should be recognized by the unions of Engineers and Firemen.[1]

In the American Federation of Labor Convention of 1899 a complaint was made that members of the Brewery Workmen were painting barrels, vats, walls, and woodwork in and about breweries in derogation of the rights of the Painters' Union. The convention decided to hold the matter in abeyance until the existing split in the Painters' Brotherhood should be healed.

The beer bottlers attempted during 1900 to secure a charter as a national organization. The executive council of the American Federation of Labor refused for the time being to grant such a charter, but left open the question of granting one in the future if a sufficient number of bona fide unions of bottlers should be formed.

The American Federation of Labor convention of 1900 took action which completely reversed the previous tendency of the Federation in the treatment of these jurisdiction disputes. It declared that the best interests of the labor movement would be conserved by putting the employees of the breweries under the jurisdiction of the United Brewery Workmen's Union. It was recognized that this decision was contrary to previous decisions of the Federation, and in order that it might not injure those who had been organized according to previous decisions, the following limitations of its operation were adopted: (1) That the coopers employed on new work or on repair work in a brewery should be members of the coopers' union; (2) that all men employed as painters on new or old work should be members of the painters' union; (3) that organizations of engineers or firemen or other trades already existing in a brewery should be permitted to continue to work under their several trade organizations without interference from the United Brewery Workmen, unless they should voluntarily determine to change their allegiance; (4) that while team drivers employed in delivering the product of a brewery should belong to the Brewery Workmen's Union, team drivers employed by the agencies or distributing depots of breweries in other places, as well as drivers temporarily employed by breweries, should belong to the Team Drivers' Union.

This decision has by no means ended the controversy. The Team Drivers in one place and the Engineers in another have continued to try to bring the brewery workers of their crafts into their unions, and to have them leave the Brewery Workmen; or, if they will not consent, to get them discharged.

In the spring of 1901 the International Brotherhood of Stationary Firemen levied a boycott against the breweries of Cincinnati, in consequence of a strike of its members. The Brewery Workmen sent out notices calling attention to the fact that the beer of the Cincinnati breweries bore the union label, and urged its members "not to permit that the union label of the national union be boycotted."

General aims.—The union says that it seeks to promote the material and intellectual welfare of its members by organization, by education, by reduction of the hours of toil, by the increase of wages, and by active participation in the independent political movement of the country. Its declaration of principles is identical, save some slight verbal changes, with that of the Textile Workers, the Wood Workers, and the Bakers. It is printed in full in the account of the Textile Workers. (See p. 77.)

Convention.—The convention is held annually. Each local union is entitled to one vote for every 100 members or fraction thereof. One delegate may cast not more than three votes. The convention has power to levy taxes and to amend the constitution. Amendments adopted by the convention need not be submitted to popular vote. Amendments coming from the national executive board or from local unions may, however, be submitted to popular vote; but a two-thirds majority of the members voting is required to adopt them in this manner.

The convention elects a president and a vice-president on each day of the session.

Officers.—The union has no president. Its national executive consists of 13 members, 7 of whom live in the place where the national executive has its headquarters and form a business quorum. The remaining 6 are chosen from other local unions. All the ordinary executive powers are lodged in this national executive. The decisions of the quorum are "binding only when the outside members have sent in their vote, and when, thereby, a majority has been secured."

[1] American Federation of Labor Convention Proceedings, 1900, p. 67.

The other officers of the union are 2 national secretaries, 3 trustees, an auditing committee of 3, and an editor of the official journal, the Brauer-Zeitung. The secretaries and the editor are elected by popular vote; the trustees and the auditing committee are elected by the quorum of the national executive.

One of the two secretaries, called the financial and corresponding secretary, is to collect all money and turn it over to the other secretary, called the secretary and treasurer. The two secretaries are forbidden to have more than $2,000 at their disposal. Any further sums must be turned over to the trustees. The trustees deposit the funds in their hands in a bank approved by the national executive. Each of the national secretaries gives a bond for $3,000, furnished by a trust company and paid for by the organization.

Local executive.—Whenever there are several locals in one place a general local executive must be elected to decide matters of common interest. Locals which refuse to carry out its directions are to be suspended by the national executive board.

Membership.—In order to become a member of the Brewery Workmen's Union one must be a workman in a brewery and of good character. "Every candidate who desires to become a member of a local union must be in possession of his first citizen's papers and must take out his second papers at the expiration of the time when it is legal to do so." Sons of brewers whose fathers are carrying on breweries in the same place are ineligible to membership. So are foremen, bookkeepers, shipping clerks, and other office employees. Members who run saloons are obliged to take out withdrawal cards.

No member of the union is allowed to belong to the State militia.

Finances.—The per capita tax is 15 cents a month. There is a further quarterly tax of 50 cents a member, which goes to the reserve fund, and may be used only to support strikes and lockouts. There was formerly a quarterly assessment of 2½ cents a member for an international defense fund maintained in common with the brewers' organizations of Germany, Switzerland, and other countries. The American brewery workmen abolished this international defense fund in 1900, though their correspondence with the European organizations is still maintained.

The initiation fee may not exceed $10, and local dues may not be less than 50 cents a month. Dues are receipted for by means of adhesive stamps, which are affixed to the member's book and canceled. Members who are sick or out of work for more than a month are exempt from dues and assessments.

Strikes and boycotts.—The union declares in its constitution that strikes are to be as much as possible avoided, and that only after all attempts at an amicable adjustment of the difficulties have proved unsuccessful the local union shall make application to the national executive, stating precisely the efforts that have been made to prevent a strike and how many members will be eventually affected by the strike. After the assent of the national union has been obtained the local union votes by ballot upon the question of striking. Local unions that go on a strike without the express sanction of the national executive can have no support from the national union. The national union will pay to those who strike with its sanction an amount determined by the money it has on hand and the number to be supported, but not more than $5 per week for each man. No member is entitled to support during the first 14 days of a strike unless he has been out of work for 4 weeks before. The union maintains a reserve fund, for use only during strikes and boycotts, by a quarterly assessment of 50 cents per member in good standing.

The Brewery Workmen have been very free in their use of the boycott. It has had sharp disputes over its policy in this regard with other unions and with the Federation of Labor. At the American Federation of Labor convention of 1897 a protest was presented from the Coopers of Troy, Albany, and vicinity against a boycott which the United Brewery Workmen had declared against the breweries of that region. The Coopers said that all the coopers employed in those breweries were members of the Coopers' International Union, and that they believed that no proper effort had ever been made to organize the breweries on Federation lines. On the other hand, the casks and kegs on which the label of the Brewery Workmen's Union was placed in many parts of the country were made by the lowest priced and most unfair labor. If the Coopers were to use the boycott on the breweries of the country, they said, as the Brewery Workmen had used it, they would boycott the most of the breweries where the Brewery Workmens' label is used and recognized.

Journal.—The official journal of the Brewery Workmen is a weekly paper of four pages called the Brauer-Zeitung. The two outside pages are regularly printed in English and the two inside pages in German. The English pages are for the most part translations from the German pages. The paper is a strenuous advocate of the Social Democratic party.

Union label.—The Brewery Workmen first adopted a label in 1893. This first label was a combination of the emblems of the American Federation of Labor and the Knights of Labor. The American Federation of Labor refused to recognize this combination label. It was therefore changed, in 1894, to one which could secure the indorsement of the Federation.

The main color of the label is red. The name of the organization is printed in white. The trade emblem in the middle is printed in blue on a white field. The union has also adopted a shop card to be displayed in places where only union beer, ale, and porter are sold. It is loaned to the dealers, and remains the property of the national or of the local union, so that it can be withdrawn if any nonunion beer is handled. The shop card was not issued till the spring of 1901. In the summer of 1900 the secretary reported that more than 100,000,000 labels had been issued. It is complained that some breweries which recognize the union scale refuse to make use of the union label.[1]

The constitution urges all members and their relatives to buy no cigars, bread, shoes, hats, or other articles in whose production union labor is not employed. It directs that special attention be paid to the labels of the various unions.

Hours of labor.—The Brewery Workmen are giving much attention to the shortening of the working day. Many local unions have reduced their hours to 9. Until very recently none had succeeded in reducing them to 8—at least for all classes of workers. In March, 1901, it was announced that the union at Houston, Tex., had secured an 8-hour day for all its members. A similar announcement came soon after from Stockton, Cal., and during the spring of 1901 the 8-hour day appears to have been secured in nearly all the breweries of Texas and the Pacific coast. Progress in the East has not been so great. On May 1, 1901, the first 8-hour agreement in the East was obtained by the local at Lowell, Mass.

The union directs local unions, in making or renewing contracts, to include a provision that overtime shall only be worked in cases of urgent necessity, and shall be paid for at 50 cents an hour.

The constitution requires local unions to use their influence to abolish Sunday work, or at least to secure a reasonable extra pay for it.

Division of work.—The union requires local unions to provide in contracts with employers for a lay-off system, under which no workman shall be laid off longer than one week at a time. Sometimes each man works five days or less in each week.

Wages.—No brewers' union is permitted by the constitution to allow a minimum wage scale below $13 a week. This rule is not found always easy to enforce. In the autumn of 1900 a traveling organizer reported to the national executive that the union label ought to be withdrawn from a certain brewery in Hudson, N. Y., because, though its employees were members of the union, they were working for $9 and $10 a week.

NATIONAL BRICKMAKERS' ALLIANCE.

History.—The National Brickmakers' Alliance was organized in 1896. It succeeded the Illinois Brickmakers' Alliance, which had been organized in 1894. It includes makers of buiding brick and paving brick. Its locals and members are reported by the secretary as follows:

	Locals.	Members.		Locals.	Members.
1896	10	600	1899	35	1,400
1897	17	800	1900	45	1,800
1898	23	1,000	1901	62	3,700

General aims.—The preamble to the constitution is as follows: "Self-preservation is the first law of nature, in accordance with which man has organized into tribes, communities, and nations, and within the nations, to secure advantages not possible from individual effort, the intelligent class have been organized into companies, pools, combines, and trusts, through the potency of which a few persons have secured possession not only of the wealth created by labor, but also of the social, political, judicial, and moral powers of society. On the other hand, the poorly or wholly unorganized workers possess simply labor power without the right or opportunity to use it except by the permission and for the profit of a combine, company, pool, or trust.

[1] American Federationist, April, 1900, p. 115.

"In the struggle for existence the laborer is forced to compete with the labor saving machine he has helped to make, and with the increasing army of the unemployed. Under these considerations he is at the mercy of the employing class and necessarily sells himself at his master's price or seeks help and protection in organization with his fellow-workers, and in proportion to the intelligence, unity, and numerical strength of such organization he finds in higher wages, shorter hours, and better conditions of labor a taste of the advantages so fully secured by the superior intelligence and unity of masters.

"In addition to the material advantages, the progressive labor organization encourages and helps its members to understand the fundamental causes which create on the one hand a small class of powerful but irresponsible employers possessed of all the means of labor and all its surplus productions, and on the other hand a great class of poor and dependent wage-workers.

"It teaches that in such fundamental knowledge lies labor's greatest power; that through the peaceful and lawful use of this intellectual force every wrong can be remedied, every right established, and labor be made free and independent, the happy possessor of both the means and the result of its productive power."

The Brickmakers make it the duty of their executive council to watch legislative measures directly affecting the interests of brickmakers or working people in general, and to initiate, whenever necessary, such legislation as the Alliance may direct.

Convention.—No regular time is fixed for the convention. Whenever five local unions think it necessary that one be called, the question is referred to a popular vote. Each local is entitled to one delegate for each 100 members or major part thereof. The full vote of any local may apparently be cast by a single representative. A member must be in good standing to be eligible as a delegate.

Officers.—The officers are a president, three vice-presidents, and a secretary-treasurer and organizer, elected by the popular vote of the members, and constituting the executive council. The method of election is based on the Australian plan, nominations being sent in by local unions, and the national secretary furnishing to the local unions, 20 days before the election, a sufficient number of ballots. A majority of all the votes cast is necessary to election. If no candidate receives a majority a new ballot is taken, which is confined to the two candidates who have received the most votes.

Every member who has the right to vote and fails to do so is subject to a fine of 50 cents. Sickness and traveling are the only excuses.

Membership.—An applicant for membership must be a citizen of the United States or must have declared his intention to become a citizen. He must sign an application in writing, and must be recommended by a member in good standing. A majority vote of the local admits to membership. The age of 18 is specified as that which a man must have reached to be a charter member of a local union.

Finances.—The per capita tax is 2½ cents a month. Any local 4 months in arrears is to be suspended. The minimum initiation fee is $1.

The accounts of the Alliance are audited annually by a committee of three members. Three locals are selected by the president from those within 75 miles of the office of the national secretary, and each of these locals chooses a member of the auditing committee.

Strikes.—The Brickmakers' Alliance does not require the approval of a strike by the executive council before it is begun. It provides that if any local union orders a strike or is locked out, "and by reason of financial stringencies it becomes necessary to call upon the Alliance for aid, the executive council, if they deem that such local union is entitled to receive assistance, shall make an assessment, not exceeding 2 cents per member per week, upon all other local unions of the Alliance." This can not continue more than 5 weeks unless ordered by a general vote of the local unions. No local union can be entitled to strike benefit which has not been 3 months affiliated; but if a local which has been affiliated a shorter time appeals for help the president is directed to call on all affiliated locals to aid it.

The union reported to the Federation of Labor in the fall of 1900 that it had won 3 strikes and lost 1 during the preceding year, and that 2 were pending; 475 persons were involved, of whom 250 were benefited. The cost of the strikes had been about $2,000.

Union label.—The union label of the Brickmakers was adopted in 1897. So far it has only been attached to common brick machines, and has scarcely been used except in the immediate vicinity of Chicago. This is partly due to mechanical difficulties in adapting the union label to the machinery which is used in other places.

The label is made of brass and attached to a metal roller by means of set screws.

The roller is set up on hangers directly above the brick; as the brick passes from the machine in one solid string of clay, before being cut by the automatic cut-off, the roller is allowed to rest on the clay; the motion of the clay and the weight of the roller cause the roller to revolve, and the impression of the label is stamped on each brick in its green state. After the brick is burned the impression is as visible and as lasting as the brick itself.

The demand for union-made bricks must of necessity be stimulated by other means than those which are used to create a demand for union-made cigars, hats, shoes, and clothing. The buyers of brick seldom belong to the laboring class. The most efficient aid has been rendered to the Brickmakers by the building trades workers of Chicago. They have repeatedly refused to work on buildings on which nonunion brick were used. This is perhaps the only means by which the union brickmakers can hope that their label will be made very helpful to them.[1] They seem now to have lost this help in the only place where it has been effectively applied. The agreement of the Chicago Bricklayers' Union with the Chicago Masons and Builders' Association, made June 27, 1900, and binding till April 1, 1903, provides that "there shall be no restriction of the use of any manufactured material except prison-made."

Piecework.—The national secretary reports that piecework is allowed, but not approved.

Politics and religion.—The constitution provides that no party politics or religious belief of any kind whatever shall have any place in the convention.

INTERNATIONAL BROOM MAKERS' UNION OF AMERICA.

Convention.—The constitution of the Broom Makers fixes no regular time for conventions. On the request of 5 local unions the secretary-treasurer is to submit the question of holding a convention to a general vote; one will be called if a majority vote for it. Each local is entitled to 1 delegate and to 1 additional delegate for every 15 members or majority fraction thereof. The mileage and expenses of delegates are paid by their locals.

Constitutional amendments.—The constitution may be amended by referendum on the proposal of the executive board. A two-thirds majority of the members voting is necessary.

Officers.—The officers are a president, 3 vice-presidents, and a secretary-treasurer. These officers constitute the executive board. They are elected annually by general vote. On or before February 1 of each year each subordinate union may nominate 1 candidate for each office. All nominations must reach the secretary-treasurer before noon on February 8. Not later than February 16 the secretary-treasurer sends to each union a list of nominees and nominators. Elections are held at the first meeting in April. The general secretary-treasurer furnishes official ballots, on which the names of the candidates are printed in alphabetical order. The candidate for each office who receives the highest number of votes is elected, except that the secretary-treasurer must receive a majority of all votes cast. If no candidate for this office has a majority a new election is held, in which only the 2 candidates who have received the highest votes are eligible.

The secretary-treasurer is editor and manager of the official journal. His salary is $50 a month. The president receives $3 a month.

Membership.—A candidate for membership must be a broom tier, sewer, or sorter, who has worked at the trade 1 year or over and who is of good moral character, sober, and industrious. Chinese are debarred. So are foremen, who have authority to hire and discharge, and all persons financially interested in the business. This does not apply to members working for themselves and employing not more than 1 broom maker, tier, or sewer, and 1 sorter. Candidates are elected, after examination by a committee, by a two-thirds vote of the local union.

Apprentices.—Union shops are allowed 1 apprentice to 6 tiers. Apprentices are to serve 2 years. No boy under 16 can be employed.

Finances.—The charter fee for new unions is $5, in addition to a membership fee of 50 cents for each person. The per capita tax is 15 cents a month. Fifty cents out of each initiation fee goes to the general treasury. The executive board has power to levy assessments at its discretion, not exceeding 25 cents a member a week. The local initiation fee may not be less than $1. A member 8 weeks in arrears is suspended unless his dues or assessments are remitted by the local union. A member out of employment is allowed 16 weeks.

[1] American Federationist, October, 1900, p. 331.

Strikes.—When a grievance arises, local officers are first to make every effort to adjust the difficulty by arbitration or otherwise, and if they can not do so, they are to notify the general president. If in his opinion a strike is necessary, he may order one. His decision is final. A reduction of wages without notice justifies a strike without previous appeal to the president. The president receives $2.50 a day from the local union for time actually devoted to its service in such cases.

Prison labor.—On March 15, 1901, in response to a call, representatives of the broom manufacturers of Illinois, Ohio, Michigan, Iowa, and Missouri met in Galesburg, Illinois, and appointed a committee to cooperate with the Broom-makers' International Union in securing legislation to stop the manufacture of brooms in the prisons of Illinois.

Journal.—The union publishes a monthly journal called The Broom Maker. The price is 25 cents a year. It is sent to members in good standing without charge.

CIGAR MAKERS' INTERNATIONAL UNION OF AMERICA.

History.—According to the sketch of the Cigar Makers' International Union, by Mr. Strasser, published in George E. McNeill's book, The Labor Movement, the first union of Cigar Makers was organized in Cincinnati, Ohio, in 1843; the second on May 5, 1851, in Baltimore. Other local unions were established, in New York and many other cities, in succeeding years. A conference looking to the formation of a national organization was held in Philadelphia in 1863, and the national union was organized in New York on June 21, 1864. It was at first called the National Cigar Makers' Union; the present name was adopted at the fourth convention, in September, 1867.

In 1876 a local union in New York, which became Local No. 144, joined the International Union of Cigar Makers. In 1877 a member of this union, who had just directed a strike involving 10,000 workers, was elected president of the national union. His name was Adolph Strasser. From that time the affairs of the Cigar Makers have been largely directed by his influence; though the union has furnished an even more celebrated leader, in the person of Mr. Samuel Gompers, and has also been influenced in its course by his ideas. Mr. Strasser's theory of trade unionism, and the theory of Mr. Gompers, and of Mr. Perkins, the present president, is that a union ought to protect its members not only in times of trade disputes, but also when they are sick or out of work; and that their families should be helped when they are dead. A solid financial basis should be established for these benefits and also for the support of strikes; and means should be taken to prevent too many locals from striking at the same time. Finally, strikes in times of industrial depression are folly. The selection of the time to strike should be put in the hands of experienced and careful men.

The success of the union is proof of the wisdom of its management and of the soundness of the principles on which it is organized. The trade of the Cigar Makers is not very highly paid. It is subject to sweat-shop competition. While the Typographical Union, from the nature of its work, could be recruited only from England, a country where wages are relatively high and where trade unionism is strong, the ranks of the cigar makers are filled with people from countries where the scale of living is far lower, and where the ideas of unionism have no foothold. Yet the union has maintained a fairly steady growth. Even during the hard times of the 90's, when the membership of so many unions went down with a slump, the Cigar Makers hardly lost.

Membership of Cigar Makers' International Union.

Date.	Number.	Date.	Number.	Date.	Number.
1865	984	1884	11,871	1894	26,788
1869	5,800	1885	*a* 12,000	1895	27,828
1873	3,771	1886	24,672	1896	*c* 28,074
1874	2,167	1887	20,566	1897	27,318
1877	1,016	1888	17,199	1898	26,341
1879	1,250	1889	17,555	1899	26,460
1880	4,409	1890	24,624	1900	28,994
1881	*a* 12,000	1891	24,221	1901	33,955
1882	11,430	1892	*a* 25,000		
1883	13,214	1893	*b* 27,045		

a Approximate.
b Membership September 1, 1893.
c Membership September 1, 1896. The membership January 1, 1896, was 27,760.

The figures for the years 1865 to 1881 are from the sketch of the organization, by Adolph Strasser, in The Labor Movement, edited by George E. McNeill. Those of recent years, taken from the reports of the organization, give the membership on January 1, unless a different date is named. The numbers given for recent years include only members reported by local unions as paying full 30-cent dues. Members who are traveling are not included.

During the 3 years ending September 1, 1896 (preceding the last convention), 16,576 members were initiated, and 13,075 were suspended.

General aims.—The preamble to the constitution of the Cigar Makers' Union is of notable simplicity. It is: "Organization being necessary for the amelioration and final emancipation of labor; for this reason we have organized the Cigar Makers' International Union of America."

The single-mindedness of this declaration, in contrast with the formal professions of desire for far-reaching social changes, which many union-constitution writers have thought it well to make, indicates the temper and the tendencies of the most influential leaders of the Cigar Makers. The convention of 1896, on motion of Mr. Samuel Gompers, passed a resolution which contains the following clause: "That we hold the trade-union movement as paramount to any other in the struggle for labor's amelioration and the laborer's emancipation; therefore, the introduction of party politics of whatsoever kind into the Cigar Makers' International Union is contrary to the best interests of our craft, our organization, and our cause, and should therefore be discountenanced."

Convention.—The convention of the Cigar Makers meets once in 5 years. Each union with 25 members or more is entitled to a delegate. Unions which have more than 500 members are entitled to 2 delegates, and to an additional delegate for each additional 500 members or fraction thereof not less than 200. Unions which have less than 25 members unite with the nearest sister unions in electing delegates. Delegates who represent more than 100 members are entitled to 1 additional vote for each additional 100 members. Delegates receive $4 per day while on the road to and from the convention, and the cost of transportation by the shortest route; $5 per day, including Sundays, for the first 12 days while the convention is in session, and $3.50 per day thereafter. A member is not eligible to act as a delegate if he has been a member less than 1 year, except when his union has not been in existence so long.

Constitutional amendments.—The constitution is amended either by action of the convention, confirmed by popular vote, or by popular vote upon amendments submitted with the indorsement of 20 local unions. In the latter case a two-thirds majority of the popular vote is necessary.

Officers.—The officers are a president, seven vice-presidents, and a treasurer. To be eligible to one of these offices membership in good standing must have been sustained continuously for 5 years before the election. The president and the vice-presidents are to be from different places, and the third vice-president is to be a resident member of a Canadian union. The term of office is 5 years.

The president combines the duties of president with those of secretary. He keeps the accounts between the local unions and the international union, issues traveling, transfer, and retiring cards, and publishes the official journal. He decides controversies, subject to appeal to the executive board and further appeal to popular vote of the members. His salary is $30 a week. Mr. G. W. Perkins has held the office since 1891, and has recently been reelected.

The executive board is composed of the president, the vice-presidents, and the treasurer.

Officers are elected by popular vote on the Australian ballot system. Each local union is required to nominate one candidate for each office, by secret ballot, on pain of a fine of $10. The five candidates for each office who receive the nominations of the largest number of unions are eligible to election. The international president notifies each candidate of his nomination, and each candidate is required to send, within 20 days, a letter accepting the nomination and giving his views of the methods and aims of the international union. These letters are to contain not more than 500 words each and are to be published in the official journal. If a candidate fails to send such a letter his name is stricken from the list of eligibles.

The president has ballots printed with the names of all eligible candidates in the order of the number of nominations received, and furnishes a sufficient number of ballots, free of charge, to the local unions. Those who have been members less than a year and those who owe over eight weeks' dues, unless out of employment, are not allowed to vote. Members who have the right are required to vote on pain of a fine of 50 cents. Those who are in receipt of sick benefits and those who hold undeposited traveling cards are exempt from the fine; "but any member drawing a traveling card to evade the duty of voting shall be fined

the same as though he held no traveling card." The actual vote at the election in March, 1901, was 22,805. This contrasts with votes of 7,000 to 10,000 on proposed constitutional amendments, submitted about the same time.

A majority of the votes cast is necessary to elect. If a second ballot is necessary, all candidates but the two highest are dropped. Elaborate instructions are provided for the casting, counting, and canvassing of the vote, and penalties for fraud or misconduct. Every member is prohibited, under penalty of $1, from preparing, in any way or manner, the ballot of any other member.

The cost of electing international officers for the term beginning January 1, 1897, was $5,029.60; $3,784.37 was the expense reported for the local unions and $1,245.22 the expense of printing ballots and reports, postage, expressage, and pay and expenses of the international canvassers. The total for the same purpose two years earlier was $15,200.[1]

Membership.—The constitution provides that all persons engaged in the cigar industry, except Chinese coolies and tenement-house workers, shall be eligible to membership; and this includes manufacturers who employ no journeyman cigar makers, and foremen who have less than 6 members of the union working under them.

At the second annual convention, in 1865, this clause was inserted in the constitution: "No person shall be eligible to membership in this union unless he be a white male of the age of 18 years and has served an apprenticeship of not less than 3 years." In 1867, however, the words "white" and "male" were stricken out and replaced with the words "practical cigar maker."

Apprenticeship.—The constitution requires that all persons learning cigar making or packing must serve 3 years as apprentices, but may not serve longer without the consent of the local union. The locals have power to stipulate the number of apprentices within their jurisdiction. A manufacturer who does not employ at least 1 journeyman for his full time must not be allowed an apprentice.

In his official report of 1896, the president expressed his opinion as follows upon the question of apprentices:

"Considerable sophistry and false sentiment has been written and spoken with reference to the right of Young America to learn a trade and the so-called arbitrary action of labor organizations who seek to regulate this important question. To my mind, it is far more just and humane for trades unions to restrict the endless chain of apprentices to the natural requirements of the trade than it is to sit supinely by and permit young men to serve 3 or 4 years of their lives to learn a trade, only to find, when standing on the threshold of manhood, just ready to enter the struggle of life, that there are no jobs open for journeymen. While the planless system may be good for the manufacturer who seeks always to have a visible army of unemployed journeymen at his disposal, I hold it is not good for the journeyman nor right nor just to the young man. Local unions should be encouraged to restrict their apprentice laws so as to limit the supply to fit the natural growth of the trade."[2]

Discipline.—Local unions may impose fines on members not exceeding $10. Larger fines must be submitted to the international executive board for approval. All fines of $5 and upward must be reported to the international president for publication in the official journal. No member can be fined or expelled without a trial.

Finances.—The money derived from initiation fees and dues in all unions constitutes a common fund. There is no fixed per capita tax payable by the local unions to the national union. Every month the president selects certain unions and directs them to remit designated sums for the expenses of the general office. The general officers never have any funds under their direct control, beyond a small amount for current expenses. Unions of 30 members or less are allowed to use 30 per cent of their gross receipts for local expenses, including taxes to trades assemblies and the like; unions of from 30 to 50 members, 25 per cent; 50 members and upward, 20 per cent. At the end of each year the amount in the hands of the local unions is equalized, in proportion to their membership, by the president. He directs those unions which have paid out less than their pro rata share for the benefits provided by the laws, together with remittances ordered by the national office, to remit to those unions which have paid out more than their share. By this means every union has the same amount per capita on hand at the beginning of the year. If the funds of any local union are exhausted at any time by expenditures chargeable to the general body, the executive board of the international union will direct other local unions to supply it with such funds as may be necessary. If any local pays out more than its legal per cent of gross receipts for local expenses, it is required to make up the deficit by a local assessment.

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[1] Report of the president, 1896.

[2] President's Report, 1896, p. 9.

New locals pay a charter fee of $5. The initiation fee is $3, and the dues are 30 cents a week. Applicants afflicted with chronic disease or over 50 years of age can become members by paying the regular initiation fee and 15 cents weekly dues; but they are not entitled to sick or out-of-work benefits, nor to a greater death benefit than $50. Initiation fees, dues, and assessments are paid by the purchase of stamps, which are supplied by the president of the international union and are affixed to the book of the paying member and canceled. To prevent fraud, the color of the stamps is changed at short and irregular intervals.

Local unions are required to deposit all funds above a small amount in some bank, other than a private bank, or to invest them in registered bonds of the United States. Auditing officers, called financiers, are appointed by the president, whose duty it is to examine the financial accounts of the local unions, instruct financial officers in their duties, and submit financial statements of the locals to the president. These reports are published in the official journal. Local unions have the right to levy local assessments for any purpose except an unauthorized strike. Local assessments may be levied in aid of strikes in other trades, not exceeding 50 cents weekly and not for a longer period than from one meeting to another.

Any member who fails to pay dues and assessments for 8 weeks stands suspended from the union. Members out of employment who are not drawing benefits of any kind are allowed 16 weeks.

The actual running expenses of the international office, including salaries, from July 1, 1895, to July 1, 1896, were reported as $6,870.60, or a little less than one-half cent a week a member.

The aggregate receipts of all the local unions during the year 1900 were $772,522; the aggregate expenditures were $750,124; the aggregate balance on hand January 1, 1901, was $314,806. Money collected by various locals and turned over to others, as assessments or as gifts, in aid of strikes, seems to figure twice among the receipts and expenditures. The amount of this in 1900 was about $150,000. President Perkins states in his report for the year 1900 that out of the three-quarters of a million dollars collected and paid out by the union during the year not over $200 was lost through the shortcomings of financial officers. He points to this record as a convincing proof of the general honesty of the officers and the efficiency of the financial system of the organization.

Finances of local unions of Cigar Makers' International Union.

Year.	Receipts.	Expenditures.	Loans to members outstanding Jan. 1.	Cash assets, Jan. 1, excluding loans.
1880	$22,311	$15,003	.....	.....
1881	88,663	57,770	.....	.....
1882	159,055	119,751	.....	.....
1883	200,526	151,249	.....	.....
1884	326,738	383,443	.....	.....
1885	229,875	214,442	.....	.....
1886	332,746	245,445	.....	.....
1887	315,567	261,152	.....	.....
1888	300,944	288,982	.....	.....
1889	292,207	246,261	.....	.....
1890	389,167	291,230	.....	.....
1891	423,588	384,711	.....	.....
1892	509,533	427,654	.....	.....
1893	488,420	535,517	.....	.....
1894	499,602	615,546	.....	.....
1895	538,033	642,609	.....	.....
1896	605,700	664,840	.....	$236,213
1897	531,453	514,246	$91,301	177,033
1898	547,286	513,910	88,601	194,240
1899	525,792	460,981	83,081	227,597
1900	772,522	750,124	75,542	292,407
1901	.....	.....	75,014	314,806
Total	8,099,709	7,784,913	.....	.....

Benefits.—*Traveling benefit.*—Any member in good standing for 1 year, not able to obtain employment, and wishing to leave the jurisdiction of the union where he has worked, is entitled to a loan sufficient to transport him to the nearest union in whichever direction he wishes to go, and 50 cents additional; but no loan of more than $8 may be made at one time, and the aggregate of loans to a member may not exceed $20. A member who has received a loan and traveled to another

union may receive another loan within the aggregate limit from the second union. When he obtains employment, he is to repay the loans at the rate of 10 per cent of his earnings weekly. A collector is elected in each shop, who collects the loans as well as dues and assessments.

Out-of-work benefit.—Any member who has paid weekly dues for 2 years is entitled to an out-of-work benefit of $3 a week. After receiving this benefit for 6 weeks he can receive no more for 7 weeks thereafter, and no member can receive more than $54 in any one year. No benefits are paid from June 1 to September 23 or from December 16 to January 15. Each local union is required to furnish a book for registering the names of the unemployed, and each unemployed member is required to report and sign the book every day on pain of forfeiting his benefit. Any traveling member in search of employment, reaching a place where there is a union, is entitled to the out-of-work benefit after reporting to the financial secretary. Members who are engaged in any kind of work, including their own domestic work, are not entitled to benefit. This is of particular importance in view of the large number of women in the cigar trade. Any member who refuses to work when work is offered him or neglects to apply for work when directed to do so by a union officer is not entitled to benefit until he has secured employment for at least 1 week.

The president, in his report to the convention of 1896, referred to the occurrence of fraud among the members in obtaining benefits. He proposed, as a remedy, a return to the more rigorous system of registration of members out of work, which had been abandoned. He said:

"I am persuaded that a serious mistake was made when the old registry system for the out-of-work member was abolished. The present or card system opened the door to fraud and petty abuses, which, I regret to say, has in some instances been taken advantage of. I recommend a return to the book registry system as being absolutely necessary to the successful regulation and maintenance of one of the grandest and most humane features of our benefit system, and the establishment of such other safeguards as may commend themselves to your judgment and wisdom." The convention adopted the president's suggestion as to the system of registration.

The effect of hard times in increasing unemployment appears in the amount of out-of-work benefits paid. This benefit was instituted in 1890; it cost less than $23,000 in that year, about $21,000 in 1891, and about $17,500 in 1892. It rose to nearly $90,000 in 1893, to nearly $175,000 in 1894, $166,000 in 1895, and over $175,000 in 1896. In 1897 it fell to $117,000, in 1898 to $70,000, and in 1900 to $24,000.

The limit of the unemployed benefit which a member might draw in 1 year was reduced from $72 to $54 on January 1, 1897. Some part of the reduction of the payments is doubtless due to this change.

Sick benefit.—One who has been a contributing member for not less than 1 year is entitled to $5 a week in case of sickness which renders him unable to attend to his usual work, provided the sickness was not caused by intemperance, debauchery, or other immoral conduct. Sick benefit can not be drawn for more than 13 weeks in any one year.

Death benefit.—The first attempt of the Cigar makers to provide a death benefit was made in 1873. It provided for an assessment of 10 cents a member, to be levied after each death. The plan proved a failure because the members refused to pay the assessment. Sick and death benefit features, similar in character to those now existing, were adopted in 1880.

Upon the death of one who has been a member for 2 years, $50 is paid for his funeral or cremation expenses. When one has been a member for 5 years, $200 is paid to the beneficiary named by him, or to his heirs at law, on his death; after 10 years, $350; after 15 consecutive years, $500. One who has been a member 15 consecutive years, and has become incapable of working at the trade, may retain his claim on the death benefit by paying 10 cents a month.

A married member, who has been a full contributing member for 2 years, receives $40 on the death of his wife, provided she was not engaged in the cigar industry, nor a member of the union and entitled to death benefit. An unmarried member who has a widowed mother dependent solely upon him for support receives the same benefit on her death.

No sick or death benefits are paid when the performance of military duties is the cause of sickness or death.

Strike benefits.—Participants in a duly authorized strike receive $5 a week for the first 16 weeks, and afterwards $3 a week to the end of the strike.

Working of the system.—The president of the Cigar Makers' Union, in his report to the convention in 1896, called attention to the great drain on the resources of the union which had come with the hard times, but declared that there was no better means of inspiring "respect and confidence in a trade union and securing its stability than a substantial chain of benefits backed by an ample reserve fund." While

the numerous and liberal benefits of the Cigar Makers, and in particular the great increase of the payments for out-of-work benefit, had depleted the reserve fund of the union, the members had been held together, continued the president, and the membership was even larger at the time of this report than at the beginning of the period of depression 3 years before. The liberal payment of benefits had thus maintained the integrity of the union as an organization, and it had also preserved its individual members from the position of outcasts, to which our society condemns able-bodied men who are willing to work but can find no work to do.

Nearly the whole amount of receipts from members in 1895 was paid out in benefits. As estimated by the president in his report to the next convention, the sick benefit took $4.05½ per capita: the strike benefit, $1.58½; the death benefit, $2.40½; and the out-of-work benefit, $5.99½. In 1892 the out-of-work benefit cost only 70 cents per capita. The aggregate payment for benefits in 1895, exclusive of traveling benefits lent and expected to be repaid, was $14.04 per capita. The whole sum collected from members amounted to only $14.25 per capita. The benefits paid in 1892 amounted to only $7.11 per capita. About $100,000 a year was drawn from the reserve fund of the Cigar Makers during the period of depression.

Benefits of Cigar Makers' International Union of America.

Year.	Benefits given.				Benefits loaned—Traveling.	Total benefits given and loaned.	Loans repaid.	Balance outstanding at end of each year.
	Strike.	Sick.	Death.	Out of work.				
1879	$5,668					$5,668		
1880	4,950				$2,808	7,758	$945	$1,863
1881	21,797	$8,987	$75		12,747	38,607	8,684	5,927
1882	44,850	17,145	1,674		20,387	84,056	17,702	8,552
1883	27,312	22,250	2,690		37,135	89,887	30,046	15,640
1884	143,547	31,551	3,920		30,632	218,650	24,597	30,676
1885	61,087	29,379	4,214		26,684	121,364	22,237	35,123
1886	54,402	42,225	4,820		31,836	133,283	30,152	36,807
1887	13,871	63,900	8,850		49,281	135,903	38,274	47,814
1888	45,303	58,824	21,319		42,895	168,342	36,661	54,047
1889	5,202	59,519	19,175		43,540	127,438	41,008	56,490
1890	18,414	64,660	26,043	$22,760	37,915	169,792	41,905	52,500
1891	33,531	87,472	38,068	21,223	53,536	233,832	45,271	60,765
1892	37,477	89,906	44,701	17,460	47,732	237,279	49,573	58,924
1893	18,228	104,391	49,458	89,402	60,475	231,956	41,250	78,144
1894	44,966	106,758	62,158	174,517	42,154	430,555	37,323	82,975
1895	44,039	112,567	66,725	166,377	41,657	431,366	36,728	87,905
1896	27,446	109,208	78,768	175,767	33,076	424,266	29,679	91,301
1897	12,175	112,774	69,186	117,471	29,067	340,674	31,767	88,601
1898	25,118	111,283	94,939	70,197	25,237	326,777	30,758	83,081
1899	12,331	107,785	98,993	38,037	24,234	281,381	31,773	75,542
1900	137,823	117,456	98,291	23,897	33,238	410,705	33,766	75,014
Total	838,087	1,453,040	794,367	917,108	735,266	4,647,539	690,255	

Average cost per member to the Cigar Makers' International Union of America for benefits, 1882 to 1899.[1]

Year.	Death.	Sick.	Traveling.	Out of work.	Total.	Strike.	Grand total.
1882	$0.15	$1.50	$1.78		$3.43	$3.92	$7.35
1883	.20	1.69	2.81		4.70	2.10	6.80
1884	.33	2.66	3.34		6.33	12.09	18.42
1885	.35	2.45	2.22		5.02	5.09	10.11
1886	.20	1.71	1.29		3.20	2.20	5.40
1887	.43	3.11	2.40		5.94	.67	6.61
1888	1.24	3.42	2.49		7.15	2.64	9.79
1889	1.09	3.39	2.48		6.96	.30	7.26
1890	1.06	2.63	1.54	$0.92	6.15	.75	6.90
1891	1.57	3.61	2.21	.88	8.27	1.38	9.65
1892	1.79	3.59	1.91	.70	7.99	1.50	9.49
1893	1.83	3.86	2.24	3.30	11.23	.67	11.90
1894	2.32	3.99	1.57	6.51	14.39	1.68	16.07
1895	2.40	4.04	1.50	5.98	13.92	1.58	15.50
1896	2.80	3.89	1.18	6.26	14.13	.98	15.11
1897	2.53	4.13	1.06	4.30	12.02	.45	12.47
1898	3.57	4.21	.95	2.66	11.40	.95	12.35
1899	3.42	3.72	.80	1.31	9.28	.43	9.71
1900	2.89	3.46	.96	.70	8.03	4.06	12.09

[1] The figures from 1882 to 1897 are from the Bulletin of United States Department of Labor, 1899, p. 371. For the later years the figures are taken directly from the reports of the union.

Strikes and lockouts.—*Constitutional provisions.*—Every difficulty with employers must be submitted by the local union to the international president and through him to the executive board. If the executive board does not approve any action of a local union against employers, the local may appeal to a general vote. Every difficulty involving more than 25 members must be submitted by the president to a vote of all the local unions. No strike is to be considered legal unless approved by a two-thirds majority of all votes cast. A local union of from 7 to 75 members is entitled to 1 vote on such questions; from 75 to 160 members, 2 votes; from 160 to 200 members, 3 votes; and 1 additional vote for each additional 100 members. All votes upon strike questions are taken by secret ballot. The strike benefit is $5 a week for the first 16 weeks and $3 a week thereafter until the strike or lockout is ended. Members discharged in consequence of having carried out orders of their union receive the same benefit. The funds of the International Union can not be used to support strikers who are not members.

No local union is permitted to reduce its bill of prices without first submitting the question to a popular vote of the International Union.

"No strike shall be approved or sustained by the International Union for an increase in wages between the 1st day of December and the 1st day of April of any year, except in the States of California, Virginia, South Carolina, Tennessee, Georgia, Florida, Alabama, Mississippi, Louisiana, Texas, Oregon, and Washington. But no strike for an increase of wages shall be approved or sustained by the International Union in any of the above-named States from the 1st day of April to the 1st day of September of any year. But this shall in no wise preclude the approval of strikes against the reduction of wages or the truck system, or against the introduction of tenement-house work."

The constitution provides for the maintenance of a "sinking fund" or strike fund, amounting to $10 a member, consisting of the funds of the local unions. An assessment is to be levied to replenish it whenever it falls below the limit.

Working of the system.—The president, in his report to the convention of 1896, said that comparatively little effort had been made by local unions to increase wages during the existing period of depression, yet 35 applications for permission to demand higher wages had been approved by the executive board, and over 50 per cent of the demands were successful. In most of these cases, however, prices had been low, and the increases amounted only to an equalization with the rates paid elsewhere. In some cases the increases were only restorations of previous reductions. The most remarkable phase of this subject, in the president's opinion, was the rarity of attempts to cut wages. During the 3 years from September 1, 1893, to September 1, 1896, only 147 such attempts had been reported. Resistance was approved in 139 cases, and in 72 of these cases it was successful. The president congratulated the union upon its success in maintaining the position of its members during the time of severe business depression.

The president further reported that the executive committee had approved 371 applications for permission to strike, for all causes, during the preceding 3 years, involving 6,399 members and 3,663 nonunionists. Only 756 members, according to his statement, were involved in the strikes that were lost, while 3,558 members took part in the strikes which succeeded. The successful strikes were only 48 per cent of the number approved; but they were the larger strikes, and included a large majority of the members who were involved in disputes. Even if the members who took part in the strikes classified under the heads "declared off," "no action taken," "action postponed," and "members employed elsewhere" are added to those in the strikes classified as lost, the total is still only 1,568, as against 3,558 in strikes counted successful and 892 in strikes reported as compromised. On the other hand, 1,639 nonunionists are reported as involved in strikes lost and otherwise unsatisfactorily ended, against 1,142 nonunionists in successful strikes and 816 in those compromised.

Of the 371 difficulties reported as approved during the 3 years 23 were actually pending at the beginning of the period.

The following tables are from the president's report to the convention of 1896:

Results of strikes approved, September 1, 1893, to August 31, 1896, including 23 pending September 1, 1893.

	Number of difficulties.	Union members involved.	Entitled to benefit.	Non-unionists involved.
Successful	179	3,558	3,050	1,142
Compromised	18	892	777	816
Declared off	20	370	355	322
No action taken; cause removed	18	350	346	646
Action postponed	1	18	18	5
Lost	51	756	745	663
Ended by members obtaining employment elsewhere	40	74	71	3
Still in progress or pending final report	44	381	343	342
Total	371	6,399	5,705	4,005

Causes of strikes, September 1, 1893, to August 31, 1896.

	Total "approved" difficulties to date. Aug. 1, 1896.	Less "still in progress or pending final report at last convention."	Net or actual number "approved" difficulties since last convention.
For increase in wages	38	1	37
Against reduction of wages	145	6	139
Victimization of members	68	2	66
Lockouts	12	1	11
Against violation of apprentice laws[1]	53	.....	53
Against violation of 8-hour law	1	.....	1
Against machine, bunch, and roller system	6	1	5
Against truck system	1	.....	1
Close shops[2]	37	12	25
Other causes	10	.....	10
Total	371	23	348

[1] Of the 53 approved applications only 20 are bona-fide strikes against violation of the apprentice laws, the remaining 33 being amended apprentice laws, all of which were accepted by the manufacturers.

[2] Adding to the above 33 the 25 approved applications to "close shops," which are also not bona-fide trade disputes, we have 58 to be deducted from the 348 approved difficulties, which leaves 290, or an average of 96⅔ in 3 years, "straight issues," as against 258, or an average of 129 in the previous 2 years.

Number of closed shops at time of last convention		12
Number of applications to close submitted	54	
Number of applications to close disapproved	29	
Number of applications to close approved		25
Total number approved and closed		37
Total number reopened, etc		15
Total number closed Sept. 1, 1896		22
Total number of apprentice laws approved by international executive board and accepted by manufacturers		33

Summary of trade disputes, bona-fide strikes and otherwise, August 31, 1893, to September 1, 1896, including the 23 pending at the former date.

Denomination.	Number of difficulties.	Involved.						
		Approved.			Number of difficulties.	Disapproved.		
		Union members.	Benefit members.	Nonunionists.		Union members.	Benefit members.	Nonunionists.
For increase of wages	38	1,408	1,367	994	18	332	312	213
Against reduction of wages	145	3,127	2,822	1,702	8	248	245	257
Victimization of members	68	134	132		16	47	47	228
Lockouts	12	433	408	516	2	24	24	350
Against violation of apprentice laws	[1] 53	132	125	6	7	29	29	
Against violation of 8-hour law	1	9	9					
Against machine, bunch, and roller system	6	23	19		1	14	14	
Against truck system	1	6	4					
To close shops to union men [2]	37	34	31	76	29	35	25	45
Other causes, obnoxious shop rules, label difficulties, etc	10	1,093	788	644	6	46	42	28
Total	371	6,399	5,705	3,938	87	775	738	1,749
Disapproved	87	775	738	1,749				
Grand total	458	7,174	6,443	5,687				

Denomination.	Final result of approved difficulties.								
	Successful.	Compromised.	Declared off.	No action taken.	Action postponed.	Lost.	Ended. [3]	Pending, etc.	Total.
For increase of wages	21	6	1	5		4	1		38
Against reduction of wages	72	8	15	12	1	20	8	9	145
Victimization of members	20	1	2	1		12	26	6	68
Lockouts	5	2				3	1	1	12
Against violation of apprentice laws	44					5	2	2	53
Against violation of 8-hour laws						1			1
Against machine, bunch, and roller system	1		1			4			6
Against truck system								1	1
To close shops to union men [2]	10	1	1			2	1	22	37
Other causes, obnoxious shop rules, label difficulties, etc	6						1	3	10
Total	179	18	20	18	1	51	40	44	371

[1] Of the above 53 only 20 are bona-fide strikes against violation of apprentice laws.
[2] None of the above are bona-fide strikes.
[3] Ended by members obtaining employment elsewhere.

The largest recent strike in the cigar industry was that which took place in New York in 1900. Some 6,000 cigar makers were said to have been involved, of whom not more than from one-tenth to one-fifth were members of the union. Nevertheless, the union, in accordance with its usual policy, undertook the support of all the strikers. As has been said, the funds of the international union can not be used, according to the constitution, to pay benefits to strikers who are not members. Large sums are raised for this purpose, however, by special assessments, not only by locals which are directly concerned, but also by other locals all over the country. Contributions from individuals and from other trades-unions are also used for the support of nonunion strikers. The local assessments raised by the New York district for the strike of 1900 amounted to $84,797. Other locals of the Cigar Makers made donations by special assessments or out of their local funds amounting to $54,069. A single local, No. 97, of Boston, gave $14,000. Considerable sums were received also from other labor organizations. Nearly $10,000 came from the American Federation of Labor. Besides these sums, which were applicable to the support of any striker, union or nonunion, the international body

levied an assessment of $1 per capita to replenish its funds applicable to the support of members only.

Expenditures for New York City strike, 1900, and sources of funds.

SOURCES OF FUNDS.

Proceeds of International Association, at $1 per member	$32,595
Local assessment of New York division	84,797
Contributed by other Cigar Makers' unions	54,069
Contributed by American Federation of Labor	9,509
Contributed by other labor organizations	10,368
Contributed by individuals, societies, raffles, etc	10,569
Collections by Cigar Makers from cigar employees in shops	10,314
Drawn from general fund of Cigar Makers' International Union	74,557
Total	286,778

EXPENSES.

Expended in relief of striking or "locked-out" cigar makers, not classified as union or nonunion	$172,504
Paid to locked-out members	101,828
Paid to Cigar Makers "pickling" shops	4,239
Hall rent, stationery, postage, lawyers' fees, and sundries	4,304
Salary and expenses of officers and committees for eleven months	3,903
Total	286,778

The expenditure on the New York strike, from the general treasury, was $107,000; $14,000 was spent at the same time on a strike at Dayton, Ohio, and $8,000 on one at Tampa, Fla. The total expenditures for strikes during the year 1900, from the general treasury, were $137,823. The union has surpassed this sum once—in 1884; but it never spent half so much in any other year except that. Despite this extraordinary expenditure, the cash assets of the organization increased more than $22,000 during the year. It will be seen from the table above, moreover, that the payments of the International Union by no means cover the cost of a strike; in the case of the New York strike, they were little more than one-third.

Hours of labor.—The constitution provides that every local union shall have power to regulate the hours of labor in its locality, but that the hours shall not in any case exceed 8. The application of this rule dates from May 1, 1886. According to the constitution any member who violates this rule is to be fined 50 cents a day for each violation.

In his report to the convention in 1896 President Perkins congratulated the Cigar Makers upon having been one of the first organizations to secure the 8-hour day, and upon having maintained it in spite of industrial depression. He looked toward further shortening of the weekly hours of labor, and raised the question whether it would be better to rest content with an 8-hour day and work for a full Saturday holiday, or whether the effort should be made for a day of 6 hours. He referred particularly to "the question of curtailing the daily hours of labor during the times of industrial depression until the limit is reached where all can participate in an opportunity to work," and recommended that the union enact legislation to this end before another period of industrial depression.

Labor Day.—The constitution provides that members who work on Labor Day shall be fined $2.

Journal.—The Cigar Makers' Official Journal is a monthly paper, which the constitution places under the control of the president as editor and publisher. It contains articles in German and Bohemian, as well as in English. It is devoted to the affairs of the union and the discussion of questions of interest to organized labor. It is furnished free to all members of the union.

Union label.—The trade-union label, which has reached so great an extension in the American trade-union world, seems to have been invented by the cigar makers in 1874. It was an outcome of the race contest between white and Chinese labor, which gave rise to the sand-lot agitation in California. In 1872 the Chinese had begun to be employed in the making of cigars. In 1874 the white workmen, to strengthen their protest against "rat-shop cooly-made cigars," introduced a label to be attached to the cigar boxes which should enable the smoker to know that he was buying the product of Caucasian labor. The color of the label was white, symbolical of the color of the workmen in whose interest it was issued.

In the next year, 1875, the cigar makers of St. Louis used a label during a strike against a reduction of wages. Its color was red, and the contest which it symbolized was between organized and unorganized labor. In 1880, at the Cigar Makers'

convention in Chicago, a dispute arose between delegates from the Pacific slope and those from St. Louis as to the color of the label. "Let us," said an Eastern delegate, "take the other color on the flag;" and the present blue label was adopted.[1]

The union label is furnished, free, to all strictly union shops, to be placed upon cigars actually made by members of the union. "Where the manufacturer deals in Chinese, tenement-house, or scab cigars, it shall be optional with local unions to withhold the label from such firms." If the label is granted to such a firm, it is not permitted, of course, to be put on the Chinese, tenement-house, or scab cigars. It is forbidden to use the label in a factory which pays less than $6 per thousand, or on any cigars sold for less than $20 per thousand, or on cigars made, in whole or in part, by machinery. No manufacturer who offers presents as an inducement for the sale of his goods can legally be permitted to use the label.

In Massachusetts the cigar makers have used the power to vote for or against licenses to compel saloon keepers to keep blue-label cigars.[2] The following is a recent instance: "Taunton * * * has been a no-license town, and last election the people voted for licenses, to go into effect the 1st of May. I drew up a contract for the label committee to present to the dealers, requesting them to buy strictly union-label cigars, and with the understanding if they did not that they would go out of business next election."[3]

Local unions are allowed $1 per capita out of the general fund for label agitation by circulars, newspaper advertising, committees, etc. Considerable amounts are also raised by local assessments. Thus, in 1900, the local at Amsterdam levied a local assessment for label agitation of 5 cents for each 1,000 cigars on members who had jobs paying $9 a thousand or more and 5 cents for each 1,500 cigars on members who had jobs paying less than $9 a thousand. An effort was made to get the local manufacturers to contribute the same amount.

The president reported in 1896 that about $3,500 a year was expended by local unions for lawyers' fees in protecting the label against illegal use, and he estimated that fully $4,000 more was paid out in the same connection for necessary court expenses, such as loss of time of committees, witnesses, etc. According to the report of 1898, the local unions spent $1,823 in that year for lawyers' fees in label and other cases. In 1899 $1,201 was reported as lawyers' fees and $783 more as expenses in label cases.

During the 3 years from September, 1893, to September, 1896, 49,393,000 labels were shipped to local unions, or an average of 16,464,333 labels yearly. According to the estimate of the president, each label represents 50 cigars, so that the average product per year put out under the union labels during this period was about 823,000,000. The total number of cigars manufactured in the United States for domestic consumption during these years was about 4,150,000,000 a year.[4]

In the summer of 1900 the cigar makers claimed to be using about 2,000,000 labels a month. It was stated that the label paper was made and watermarked to the order of the union and bought in carload lots at a cost of about $1,400 a car.[5]

Union labels issued to local unions by Cigar Makers' International Union.

1880		1888	13,400,000	1896	17,093,000
1881	1,590,000	1889	14,028,000	1897	16,725,000
1882	3,600,000	1890	14,506,000	1898	15,460,000
1883	4,450,000	1891	15,050,000	1899	18,310,000
1884	5,000,000	1892	18,405,000	1900	22,315,000
1885	5,332,000	1893	18,200,800	1901 (June 10)	12,685,000
1886	15,042,200	1894	16,100,000		
1887	15,800,000	1895	16,200,000	Total	279,292,000

RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION.

History.—The Clerk's Association has been represented in the conventions of the American Federation of Labor since 1891. In that year its vote indicated a membership of 5,000. In the early months of 1901 it paid per capita tax to the Federation for 20,000.

The convention of the Federation in 1897 was called on to settle a dispute

[1] John Graham Brooks, in Bulletin of Department of Labor, 1898, vol. 3, pp. 197, 198.
[2] Vigouroux, La Concentration des Forces Ouvrieres, p. 62.
[3] Report of organizer in Official Journal, February, 1901, p. 9.
[4] President's report, 1896.
[5] American Federationist, August, 1900, p. 253.

between the Retail Clerks' Association and the Meat Cutters and Butcher Workmen as to jurisdiction over meat-market employees. The Federation decided in favor of the Butcher Workmen.[1]

General aims.—Among the demands prefixed by the clerks to their constitution are: The shortening of the working day in their occupation to 10 hours, partly by educating the masses to daylight purchasing; provision of seats behind counters for saleswomen, and equal pay for equal work regardless of sex; abolition of "the desecration of Sunday by unscrupulous employers, compelling clerks to forfeit their freedom by working on that day;" reform of convict labor systems and the abolition of prison contract labor; the abolition of child labor in retail stores and in workshops.

Convention.—The convention meets biennially in July. Locals are entitled to 1 delegate for the first 50 members or less, and to 1 additional delegate for each additional 50 members or major part thereof. The expenses of delegates are paid by their locals. A local must have been chartered at least 60 days and must have paid its dues and per capita tax up to and including the March before the convention. To be eligible as a delegate one must have been a member of the International Union for at least a year, unless his local has not existed so long.

The constitution can be amended only at a regular convention by a two-thirds vote.

Officers.—The officers are a president, 7 vice-presidents, and a secretary-treasurer. They constitute the executive board. They are elected at the convention by a majority vote. The vote is by roll call. The president's salary is $300 a year. The secretary-treasurer's is $900 as secretary-treasurer and $600 as editor of the official journal. The secretary-treasurer furnishes the bond of a guaranty company for $10,000, at the expense of the association. Members of the executive board and organizers doing work for the association, when duly authorized, are paid $3 a day and railroad and hotel expenses.

Local unions.—A local may be organized by any number of clerks eligible to membership, not less than 7. A local can not surrender its charter while 7 members in good standing are willing to retain it. If a local is suspended, or for any cause ceases active operations, all its books, its seal, and other property issued from the national association must be returned to the international secretary-treasurer. A second charter can not be granted in a city where a local already exists unless the existing local consents, or unless the executive board overrules the objections offered on the ground that they tend to retard the work of organization.

Membership.—Any person 18 years old, regardless of sex, who has had one year's experience in any branch of retail trade, other than the liquor trade, and is actively employed in a retail store at the time of application, is eligible to membership. Employers are ineligible. Candidates for membership are elected "by open vote" by a two-thirds majority.

Finances.—The charter fee is $10, and there is an additional charge of $5 for the seal and other supplies. The per capita tax is 25 cents a quarter for male members and 12½ cents a quarter for female members. A local is to be suspended when 6 months in arrears for per capita tax, after receiving notice from the international secretary-treasurer, and its charter is to be revoked when it is 1 year in arrears. The initiation fee may not be less than $1, nor the monthly dues less than 25 cents.

Death benefit.—A benefit of $100 is paid on the death of a member who has been in good standing at least 1 year. Fifteen per cent of the per capita tax goes to the death-benefit fund, and the constitution forbids using it for any other purpose.

Strikes and boycotts.—Though the union reported to the Federation of Labor in the fall of 1900 that it had won 2 strikes during the preceding year, involving 300 men, the constitution makes no definite provision for strikes. It enjoins upon the locals the duty of exercising great care in indorsing strikes or declaring firms or individuals unfair. Locals are forbidden to take such action unless it is justified by facts presented in writing, officially signed and sealed, and unless the facts are clearly stated and the justice of the action is apparent.

Sunday work.—The American Federation of Labor convention of 1899 called upon all members of organized labor and their sympathizers to help the clerks in their struggle for the abolition of Sunday work, and instructed its members to bring violations of the Sunday laws, by the opening of stores, to the attention of the local central bodies and of all local unions, in order that existing Sunday laws might be enforced and that new ones might be passed where they were needed.

Journal.—The official journal, The Retail Clerks' International Advocate, is a monthly magazine, 8 by 10 inches, usually containing 16 pages. The constitution

[1] Convention proceedings, A. F. of L., 1897, p. 116.

forbids the insertion of advertisements from concerns known to be hostile to the labor cause. The subscription price is 50 cents a year; but the journal is sent free to all members in good standing.

Union badge and working card.—The clerks undertake to replace the union label of other organizations with a union badge, a working card, and a store card. The working card is issued quarterly, and the color is changed each quarter. The badge is leased to members, and the secretary-treasurer has the power to demand any that may fall into the hands of nonunion people and to replevy. The union store card is also leased to the local union. Each store card is accompanied by 2 printed agreement blanks, to be executed by the local and the proprietor who uses the card. No firm is to be considered strictly union unless all employees eligible to membership in the Clerks' Association are members of the local in whose jurisdiction the firm is situated.

Union labels of other unions.—The convention of 1899 resolved that at future conventions no printed matter should be distributed without bearing the printers' union label, and recommended subordinate unions to have the union label appear upon all printed matter prepared for the unions and their members.[1]

TEAM DRIVERS' INTERNATIONAL UNION OF AMERICA

History.—The Team Drivers' International Union was chartered by the American Federation of Labor on January 27, 1899. At that time it consisted of 8 local unions with 670 members. On June 1, 1901, there were 289 local unions and 21,300 members.

Claiming jurisdiction over all team drivers, the union is exposed to conflicts with various unions which pretend to control all workers connected with certain industries. The Brewery Workmen have apparently prevailed against it. They have obtained the right, by judgment of the American Federation of Labor, to control all drivers that work in breweries. At the convention for organizing the Shirt, Waist and Laundry Workers' International Union, held in November, 1900, a resolution was presented and indorsed, which had been passed by a local union of laundry drivers, protesting against being compelled to affiliate with the Team Drivers' Union, and declaring that the proper place for the laundry drivers was in the International Union of Laundry Workers.

General aims.—The preamble to the constitution names the usual objects of organization—to encourage higher skill; to cultivate feelings of mutual friendship, to assist each other in getting employment, to reduce hours and increase wages, and to elevate the moral, intellectual, and social condition of the members.

Conventions.—The convention is held annually. Each local is entitled to 1 delegate for the first 50 members or less and to 1 additional delegate for an additional 100 members or major part thereof. But no delegate can have more than 1 vote and no local more than 2 votes, and no proxies are allowed. Locals of less than 100 members may unite with other similar locals in sending delegates. Each local pays the expenses of its delegates. To be eligible as a delegate one must be a member in good standing for 12 months before the convention, unless the local has not existed so long. The local is not entitled to representation unless it has been chartered 40 days before the convention and has paid 1 month's per capita tax, nor unless all moneys due from it to the international union have been received by the general secretary-treasurer at least 3 days before the convention.

Constitutional amendments.—The constitution is amended by a two-thirds vote of the general membership on measures recommended by the general executive board.

Officers.—The officers are a president, 5 vice-presidents, and a secretary-treasurer. The officers constitute the executive board. They are elected at the convention. A majority is required to elect, and after each unsuccessful ballot the lowest candidate is dropped. No two officers may be elected from the same State.

Among the powers of the president is that of filling vacancies among the general officers, with the consent of the majority of the executive board. The secretary-treasurer has some powers which other unions more commonly confide to the president, such as the power to grant charters and power to decide points of union law. He is the publisher of the official journal. He is required to keep a register of all members initiated, suspended, and expelled. The president and the secretary-treasurer have power to call meetings of the executive board. The members of the board receive railroad fare and $4 a day for actual time lost in attending its meetings.

Local unions.—A local union may consist of not less than 7 members The con-

[1] American Federationist, vol. 6, pp. 138, 139.

stitution contemplates the establishment of separate local unions of drivers of different vehicles, as truck drivers, hack, cab, and carriage drivers, delivery-wagon drivers, etc. It also provides for separate locals of employers and employees engaged on each sort of vehicle, when the numbers justify it. When there are two or more locals in one city or vicinity they are to form a joint council with power to adjust differences between locals and between members and their employers.

The constitution provides that the international union shall not be dissolved as long as there are 7 dissenting locals.

Membership.—Any teamster engaged in driving a truck, wagon, hack, or other vehicle, who does not own or operate more than 5 teams, is eligible to membership. Members who employ teamsters must employ members of the union and pay union wages. It was asserted in the American Federation of Labor convention of 1898 that when the cart drivers of Syracuse applied to the Team Drivers Union for a charter, the team owners, who had a charter, entered a protest against the issue of it.

No person under 18 years of age can be admitted. Application for membership must be made in writing and indorsed by a member in good standing, and the candidate must be elected by ballot by a two-thirds majority.

Transfer and withdrawal cards.—Transfer cards are issued, which must be renewed or deposited in some local within 1 month on pain of forfeiture. They are also forfeited if not deposited within 30 days after going to work in any town where there is a local union. A withdrawal card is issued to any member who becomes an employer operating more than 5 teams, or becomes a foreman, or becomes a member of any employers' association.

Discipline.—The constitution provides for the bringing of charges in writing by a member of the union, and for trial before the local executive board, not less than 10 days after service of a copy of the charges upon the accused.

Finances.—The charter fee is $10, which includes charter, seal, and charter supplies. Fifteen cents goes to the international treasury on each initiation and 15 cents on each reinstatement. The per capita tax is 5 cents a month. Payment of initiation and reinstatement fees and monthly dues is indicated by adhesive stamps furnished by the international union, pasted in the member's book and canceled. A union more than 2 months in arrears is forbidden to appeal to sister locals for assistance in trouble; when 3 months in arrears it is suspended. The local secretary-treasurer is to prepare each month a report giving the names of the members initiated, reinstated, and suspended during the month, read it in open meeting and forward it to headquarters.

The initiation fee of local unions may not be less than $1, and the local dues may not be less than 50 cents a month. Members in arrears for 3 months are suspended.

Benefits.—The constitution provides that local unions may establish sick or death benefit funds and adopt local by-laws to govern them.

Strikes.—The Team Drivers have not yet developed a definite system for the control and support of strikes. It is the duty of the recording or corresponding secretary of any union which is in trouble to report the full particulars to the general secretary-treasurer "before going on strike, or as soon thereafter as possible." It is then the duty of the secretary-treasurer to place the matter before the executive board, and if the local requires financial help, an officer is to be sent to visit the place. The executive board may give such aid as it deems advisable. It is provided that no local shall receive financial assistance from the international union, nor be permitted to appeal to sister locals, unless it has been chartered 6 months and been 6 months in continuous good standing. Locals are forbidden to send help to any local which is in trouble until they have been instructed to do so by the general secretary-treasurer after a full statement of the facts has been received. No help is to be given to a local until its secretary-treasurer has been bonded by a legitimate bonding company.

Hours of labor.—A standing resolution of the Team Drivers' Union declares: "We hold a reduction of hours for a day's work increases the intelligence and happiness of the laborer and also increases the demand for labor and the price of the day's work."

INTERNATIONAL UNION OF STEAM ENGINEERS.

History.—The International Union of Steam Engineers was organized in 1897. The occupation of its members is the running of stationary engines. The number of locals was 16 in 1898, 23 in 1899, and 45 in 1900. The secretary reports the

number of members as 1,900 in October, 1899, 3,000 in September, 1900, and 6,300 in June, 1901.

Jurisdiction disputes with the Brewery Workmen, with the Coal Hoisting Engineers, and with the Stationary Firemen, are referred to in the accounts of those organizations.

General aims.—The International Union of Steam Engineers, in the declaration of principles prefixed to its constitution, declares that the interests of all classes of labor are identical, regardless of occupation, nationality, or religion; urges its members to call for goods which bear the trade-mark of organized labor, and to strive to secure legislation in favor of those who produce the wealth of the country; asserts it "as a sacred principle that trade-union men above all others should set a good example as good and faithful workmen, performing their duty to their employers with honor to themselves and to their organization;" expresses the belief that the reduction of hours for a day's work increases the intelligence and happiness of the laborer, and also increases the demand for labor; criticises any attempt to establish a gradation of license or wages, and holds that the fixing of a minimum price for a day's work, letting the employer grade the wages above that minimum, is the best method of regulating the wage question; and authorizes its local unions to demand a reduction of the hours of labor to not more than 8 per day and to bring about such a reduction as soon as possible.

The union announces as its objects: To encourage a higher standard of skill, to cultivate feelings of friendship among the members, to assist each other in securing employment, to reduce the hours of labor, to secure a higher standard of wages, to elevate the moral, intellectual, and social condition of the members, and to strive to extend a uniform license law for the better protection of life and property.

Conventions.—The national conventions are held annually. The basis of representatation is 1 delegate for each 100 members or less, and 1 delegate or 1 vote for each succeeding 100 members or majority fraction thereof. No delegate can represent more than 2 unions, nor vote for more than 300 members. A local in arrears to the amount of 1 month's per capita tax can not be represented. Each local pays the expenses of its own delegates.

The convention has power to amend the constitution by majority vote.

Officers.—The officers are a president, 3 vice-presidents, a secretary-treasurer, and 3 trustees. They are elected in the convention by viva voce vote. The president, the vice-presidents, and the secretary-treasurer constitute the general executive board, which is the supreme executive power of the organization in the intervals between conventions. The secretary-treasurer has a salary of $100 a month. The other members of the general executive board receive as such the same rate of wages, while in discharge of their duties, which they receive while at work at their trade, together with mileage and all necessary expenses.

The board of trustees have charge of the property belonging to the international organization, and it is their duty to audit the books of the secretary-treasurer.

Local unions.—A local charter may be granted to any 10 qualified steam engineers. In a locality where a union already exists no second charter may be granted unless with the consent of three-fourths of the members present at a notified meeting of the existing local, the vote being taken by ballot. The charter fee is $20, and when a union is the first in its town, and is organized by an official organizer, he gets $10 of the fee.

Membership.—A candidate for membership must be a competent engineer, capable of earning a livelihood for himself and family. He must be an operating engineer, and must have a license if licenses are required where he lives. The local is to be the judge of the wisdom of admitting a candidate who is out of employment, or a candidate who is "a member of an organization that is opposed to organized labor." Agents or others who do not earn their living by operating steam plants are barred. Inspectors of boilers may hold membership. Election to membership is by ball ballot. All members must vote, and a majority elects.

Discipline.—Any member who violates the trade rules of the local, or undermines a fellow-member in his wages, or willfully injures the reputation or employment of any member, or fails to keep strictly private all the business of his union, unless publication has been authorized by vote, is punishable by a fine of not less than $5, or expulsion, or both.

Any member who goes into any city seeking work, or goes to work, where a strike or lockout is pending is subject to a fine of not less than $25, or expulsion, or both.

Any member who becomes an habitual drunkard, or commits any offense discreditable to the organization, or encourages division of the funds, or dissolution,

of any local union, or separation of any local union from the general organization, is to be expelled.

Any member who enters a meeting of a local in a state of intoxication or who uses profane or unbecoming language during the meeting is to be admonished by the chair, and if he again offends is to be excluded from the room and fined 50 cents; for the second offense, $1; for the third, he is to be suspended 3 months.

Any officer or committeeman of a local union who fails or neglects to perform any duty required of him is to be fined. Each member must keep the secretary informed of his place of residence, under penalty of 25 cents fine.

Charges against a member of a local union must be presented in writing, and must specify the offense and the section of the constitution or by-laws violated. The member is to be notified to attend for trial at the next meeting. The trial takes place before a committee of 5, chosen by lot from 11 members nominated by the union, the accused and the accuser having each the right to challenge 3. Testimony of persons not members is admissible. The committee reports to the union, and a two-thirds vote of the members present is then necessary to convict the defendant and to affix such legal penalty as may be deemed proper.

Finances.—The per capita tax is 10 cents a month. The minimum initiation fee is $2, and the minimum local dues are 50 cents a month.

The secretary-treasurer is forbidden to retain more than $100 in his possession at any time. He is to deposit all money in some bank. All orders for the payment of money or for withdrawing it from bank are to be countersigned by the president. The books of the secretary-treasurer are to be audited by the board of trustees.

The funds of each local union are collected by the secretary and turned over by him to the treasurer.

Strikes.—When any trade difficulty arises the president of the local union is to appoint a conference committee to wait on the employer with a view to settling the dispute. If the committee fails, the union proceeds to act on the grievance. To sustain it a two-thirds vote, by secret ballot, of the members present at a meeting of which due notice has been given, is required. If the grievance is sustained by such a vote, the general secretary is to be furnished with an account of the difficulty. The general president is then to send some suitable member, if the executive board think it necessary, to visit the scene of trouble and try to adjust the difficulty by negotiation or arbitration. If this fails, the general executive board may then sanction a strike.

NATIONAL BROTHERHOOD OF COAL HOISTING ENGINEERS.

History.—The National Brotherhood of Coal Hoisting Engineers was organized in 1896. Its membership has till recently been almost confined to Illinois and Indiana, and a great proportion of the members have been in Illinois. It has recently been organizing in Iowa, and the secretary asserted in June, 1901, that 90 per cent of the Iowa engineers were now members. The proceedings of the fourth annual convention, held in February, 1900, indicate that up to 1899 the organization was weak and had accomplished little for its members. The grand chief reported that at the termination of the annual convention in 1899 the organization was in a deplorable condition. There were only about 200 members in good standing, and there seemed to be danger that the Brotherhood would be broken up. The more favorable conditions prevailing in the coal trade during 1899, however, together with the efforts of the grand chief as organizer, greatly strengthened the organization. It succeeded in increasing its wages and in making an agreement with the employers of Illinois. The number of members was estimated by the general secretary in July, 1900, at 800, and the number of locals had increased from 20 in 1899 to 33 in 1900. In June, 1901, the number of locals was given as 48, and the number of members as about 1,200.

The charter of the American Federation of Labor to the Coal Hoisting Engineers, which was issued in 1899, is said by the secretary of the union of Steam Engineers, to have been issued against his protest. On the other hand, it is said that the Federation officials asserted that he had given his consent. The executive council of the Federation smoothed the matter over by asking the two unions to appoint committees to arrange a basis of amalgamation. The request seems not to have been complied with. There was, however, a meeting between the officers of the two organizations in May, 1901, at which a modus vivendi is understood to have been agreed on.

General aims.—The constitution simply declares that the purpose of the organization is "to elevate the standing and to more effectually combine the interests of its members."

It is enacted: "The influence of the Brotherhood as a body shall never be enlisted or used in favor of any political or religious organization whatever, and no political or religious discussion shall be permitted at any meeting of any division."

Conventions.—The convention is held annually, and consists of one delegate from each local division for each 50 members or fraction thereof. Members are paid from the general treasury, $3.50 a day, and railroad fare not exceeding 3 cents a mile. The constitution may be amended at any annual convention by a majority vote of the delegates present.

Officers.—The officers are a national chief engineer, second national chief, secretary-treasurer, and an executive board of one member from each coal mine inspection district in States so divided, Indiana to be allowed 3 members. The national chief is to give all his time to the organization and to act as national organizer. The secretary-treasurer must allow no orders to be drawn on the funds unless signed by the chief engineer. The secretary-treasurer must give a bond of $5,000, and the grand chief one of $2,000. The compensation of these officers is fixed at each annual convention. It is at present $85 a month for the chief engineer, and $80 for the secretary-treasurer, with traveling expenses.

The executive board has general control and decides all questions and appeals, subject to overruling by the national convention. The members are paid $4 a day and railroad fare not exceeding 3 cents a mile.

Membership.—The applicant for membership must pass a satisfactory examination, before a board appointed by the local division, as to his qualifications as an engineer, and must then be elected to membership by a majority vote on a secret ballot. Only persons of good moral character and temperate habits may be admitted. In States where a certificate of competency is required only holders of such certificates are eligible.

Apprentices.—No member of the Brotherhood may teach an apprentice to run his engine without the consent of his division.

Discipline.—Should any brother neglect his duty or injure the property of his employer or endanger the lives of persons willfully, while under the influence of liquor or otherwise, he shall be given a fair and impartial trial and be disciplined as the case may demand.

Any member who takes the place of anyone engaged in a strike shall be expelled.

No member shall accept a less price for his labor than the scale set by the Brotherhood.

No member shall work with a nonunion engineer.

Every member is bound to recognize every other member in good standing and shall not slander anyone. For willful injury to a brother engineer a fine of from $10 to $50 may be imposed or the offender may be expelled.

Finances.—The charter fee for new locals is $25. The initiation fee is $10 in districts where the Brotherhood has been in existence 6 months or more; elsewhere $5. The per capita tax is 40 cents a month, and an additional assessment is collected of 1 per cent on all wages earned at the trade. All dues are payable monthly in advance, and the constitution assumes that either a member or a local division will be suspended when 30 days in arrears.

Strikes and benefits.—The constitution of the National Brotherhood of Coal Hoisting Engineers contains no definite provisions as to the authorization or control of strikes or as to strike assessments. It is, however, declared that all members shall pay to the grand lodge monthly 1 per cent of their wages as engineers, aside from the grand dues of 40 cents monthly. This percentage payment is, apparently, to judge from the records of the annual convention, chiefly designed for defense purposes. The constitution declares that any member called out on a strike by a local grievance committee or a national officer shall receive $5 per week from the national treasury, while any member thrown out of employment without just cause shall also receive $5 per week for not over 12 weeks.

The annual convention of 1899 resolved that no increase in wages should be demanded for one year, but that every effort should be made to increase the membership of the organization in order that it might make demands later on. One division of the organization, however, in view of the greater prosperity of the coal trade, violated this order and demanded an 8-hour day. The grand chief, on investigating the matter, decided that the demand was justified, and a strike was inaugurated in which the men were victorious. Thereupon the organization sent circular letters to all the local divisions encouraging them to make similar demands. In August the operators of the State were asked to meet in joint convention, but failed to do so. The Brotherhood thereupon framed a scale of wages, and the employers finally met the representatives of the men and agreed to a contract as proposed by the Brotherhood. This contract, according to the grand chief,

advanced wages 50 per cent above the old scale in Illinois. Another strike in Indiana at about the same time also resulted in victory for the men, who secured an average increase in wages of $25 per month.[1]

Hours and wages.—The present hours are 8 in Illinois, 10 in Indiana, and 10 and 12 in Ohio. The union adopts a policy which the Union of Steam Engineers strenuously opposes, and which is contrary to the policy of labor organizations in general, in grading its members and allowing them to receive different rates of pay. Three grades are provided for in the scale. All the locals in Indiana struck for the 8-hour day in November, 1900, but they did not obtain it.

Obtaining employment.—A list of unemployed members is kept at the national office.

WATCH CASE ENGRAVERS' INTERNATIONAL ASSOCIATION OF AMERICA.

History.—The Watch Case Engravers' International Association of America was organized in January, 1900. In August, 1900, the secretary reported that the association had 7 locals and 530 members. In June, 1901, he reported 9 locals and about 500 members, saying that on account of slack trade and labor troubles many members had left the trade for the time being, and were employed on jewelry, etc.

General aims.—The preamble of the Watch Case Engravers declares: "It is necessary to protect ourselves by organization from the greedy clutches of capital, which, to endow itself with more than its proper share has driven us to this necessity, which is to unite and reject it. * * * Our profession has been reduced by unjust means—by subtraction of the art therefrom—leaving it simply a mechanical labor. Therefore, let us pride ourselves in elevating it to its proper stand as an art, demand the proper time for the execution of same, and increase the compensation thereof. Put a restriction on the employment of boys, the curtailment of the hours of labor, the abolition of the contract system, team and piece system, and minute system, and overtime work, except in cases of absolute necessity, when double compensation shall be exacted. That we shall use every lawful means to make week-work or week-wage system our striving object. A minimum standard of wages; properly lighted, heated, and ventilated shops for the comfort and safety of the employees."

Conventions.—Conventions are held annually. Local unions are entitled to 1 delegate for each 50 members or fraction thereof, but in no case to more than 3 delegates.

Constitutional amendments.—The constitution can be amended only by a two-thirds vote of the members, after the amendment has been submitted in writing at three consecutive meetings of each local assembly.

Officers.—The officers are a president, a vice-president, a secretary-treasurer, and an executive committee of three. The secretary-treasurer has a salary of $1,200 a year.

Membership.—No person employed as foreman or assistant foreman or holding any office with a watch-case company is eligible to membership.

An apprentice who has had an experience of 2 years or more at watch-case engraving is eligible to membership at half rates. No person is eligible to full membership till he has had 5 years' experience at the trade. Apprentices must pay the remaining half of their initiation fee at the expiration of their term of 5 years.

Apprentices.—In January, 1900, at the time of the formation of the national organization, a resolution was adopted that "no person, male or female, shall be admitted into the engraving trade for a term of 4 years." The secretary-treasurer justified this step as follows: "Some of the manufacturers have been in the habit of hiring a large number of boys and teaching them one small part of the engraving trade. The consequence is that there are a large number of so-called engravers traveling around the country who, if rated according to their ability, are in reality nothing more or less than apprentices. As one of the objects of this association is the elevation of our craft, we have restricted the employment of apprentices, and at the same time have made it the duty of the shop committee to see that the members of the association do all in their power to teach the apprentices that are now employed in their respective factories the engraving trade in full, and try to turn out full-fledged artists at the expiration of the 5 years which they have to serve." In September, 1900, it was said that there had been no dispute with employers as

[1] Proceedings Fourth Annual Convention, pp. 6, 7.

to the exclusion of apprentices. The rule was abolished, however, at the next convention, held about January 1, 1901.

Apprentices must be 16 years of age before beginning and must serve 5 years. They must be taught the entire trade. The union undertakes to prevent subdivision. The admission of females as apprentices is forbidden.

Discipline.—Any member who fails to attend at least one meeting in each month is to be fined 50 cents. Sickness is a valid excuse. Any member who enters the meeting room in an intoxicated condition and disturbs the meeting, or uses improper, indecent, or profane language is to be expelled from the room. Officers who fail to attend the meetings of the local assemblies are to be fined 25 cents for each omission. A member failing to attend a shop meeting called by the shop committee is to be fined 50 cents.

Any member who undertakes to instruct unskilled workmen, not members or apprentices, in the trade is to be warned, and if he persists is to be suspended or expelled. Any member who defrauds a brother member, or leaves while indebted to a brother member with intent to defraud him, or fraudulently misapplies the funds of the association, or slanders a brother member, or acts contrary to the rules of the association on any question affecting the scale of wages, is liable to fine, suspension, or expulsion.

It is "the duty of the shop committee to notify members when loafing or not performing their duties that such will not be tolerated and that they shall do their duty to both employer and this association."

Charges must be presented in writing, and a copy of them must be placed in the possession of the accused a reasonable time before the trial. Charges are to be investigated by a committee. If the committee sustains them, the accused may present his defense in the local assembly. When the argument is concluded the accused and the prosecutor retire and the assembly votes, first on sustaining the report of the committee, and second on adopting its recommendation as to penalty. A two-thirds vote is required.

Finances.—A regular assessment of 50 cents a week is levied for the support of the national organization. Half of it is to be used for general expenses; the other half is set aside for "a national fund to be used in case of emergencies." Members earning less than $8 a week and apprentices earning less than $5 a week are exempt from this assessment. The executive board has power to levy an assessment in the form of a percentage of the earnings of all members in employment to cover the cost of a strike or lockout. For many months of 1900 such an assessment was levied at the rate of 5 per cent of wages. Any member who is sick or out of employment for a full month is exempt from all dues or assessments during the sickness or unemployment.

The initiation fee is $25. The local dues may not be less than 25 cents a month.

Benefits.—Upon the death of a member a funeral benefit of 50 cents for each member of the international union, raised by a special assessment, is paid to the relative who bears the expense of the funeral.

Strikes and lockouts.—A strike may be ordered by a two-thirds vote of a local union without the approval of the national officers. The officers of the local union, as a strike committee, may render financial assistance to members on strike or locked out, not exceeding $8 a week to married members, $5 to single members, and $3 to half-rate members. These benefits are paid from the national treasury.

Any person who remains at work while a strike or a lockout is in progress, or who takes a position in a shop where there is a strike or a lockout, is subject to an initiation fee or a reinitiation fee of not less than $100, of which $25 goes to the local and the rest to the national treasury.

The short history of the Watch Case Engravers has been exceptionally stormy. The union had barely been formed when two large watch-case factories locked out their engravers, it is asserted, for joining it. This misfortune was closely followed by strikes in two other factories, and soon after by a combination of all the watch-case manufacturers of the United States, except one, for the purpose, according to the statement of the union, of putting all the striking or locked out engravers, some 240 in number, on a blacklist, and excluding them from employment. The union asserts that the one manufacturer who continued to employ union labor found so much profit in it, by extension of his trade, and those who were fighting the union found their trade so injured, that all the manufacturers, except the two who first began the contest, gradually came to terms with the union. About January, 1901, the union believed that even these manufacturers would be obliged to recognize it. In the event, however, the combination of the previous year was revived, and on April 13, 1901, notices were posted in five large factories, as follows: "On and after Monday no union men will be employed in this factory." The union asserts that no demands whatever had been made by it,

nd that these notices constituted an unprovoked attack upon the organization. bout 200 engravers were affected. One of the factories, however, yielded after weeks and took back its 33 employees. The lockout still continued in the emainder of the factories at the time of the preparation of this report. On June 8, 1901, the secretary of the union said that its battles had cost it about $32,000, n its existence of less than a year and a half.

Boycotts.—The association resolved at its convention in January, 1901, to devote 50 per cent of all money received during the ensuing year to pushing its boycott against the two watch-case factories which did not then recognize it. The secretary reports that the boycott statement of the organization against these two concerns has been republished in full "by the newspapers in the two great watch-case manufacturing centers in France and Switzerland, and it also appears in the Italian newspapers weekly. This international trade-union action can not fail to have an immense effect on those unfair and despicable firms, as the bulk of their trade is in European countries."

Division of employment.—The constitution declares: "In the event of dull seasons it shall be the duty of all members of this association to sacrifice as much time as necessary to keep all brothers employed in their respective shops."

Overtime.—The constitution provides: "Any member or person working overtime without the sanction of the shop committee, except in case of absolute necessity, shall be subject to a fine of $50 or more."

Piecework and taskwork.—The Watch-Case Engravers struck in 1900 against the use of piecework by the American Watch Case Company, and succeeded in abolishing it. The secretary stated that they had abolished the piecework system in every factory in the country except two.[1]

In the spring of 1900 the Watch-Case Engravers struck against the Keystone Watch-Case Company for the abolition of the system of taskwork or the so-called minute system. It had been required, it was said, that the engraving of a case be finished in 30 minutes. It was also asserted that when a new pattern was taken up it was given to the fastest workman, and the time in which he did it was fixed as the time to be allowed for it. If more time was spent upon the work the full time was not paid for. This system was declared to result in deterioration of the quality of the work, and the Engravers protested that the artistic touch which ought to be given was made impossible.[2]

Wages.—The union has never established a minimum wage, and every union man is rated according to his ability.

Union label.—The Watch-Case Engravers adopted a union label about May 1, 1900, and in August, 1900, the executive committee reported that 100,000 had already been issued, though only one manufacturer was using it.

INTERNATIONAL BROTHERHOOD OF STATIONARY FIREMEN.

History.—The Brotherhood of Stationary Firemen was organized at the convention of the American Federation of Labor in 1898 by local unions already affiliated with the Federation of Labor. The Steam Engineers protested against the granting of a Federation charter to the firemen. Their position was apparently that an agreement ought to be reached between the Engineers and the Firemen by amalgamation or otherwise. The Firemen offered to submit the question of amalgamation to a referendum vote of their members, but this was not satisfactory to the Engineers. Notwithstanding the Engineers' protest, the Federation granted the Firemen's charter.

The organization is meant to include all persons engaged in firing, tending water, and coal passing around stationary and marine boilers. In July, 1900, the secretary reported that the number of locals in December, 1899, was 20, and the number of members 1,104, and that at the date of the report the number of locals was 47 and the number of members 3,205.

General aims.—The Brotherhood of Stationary Firemen declares that its objects are to place the occupation upon a higher plane of intelligence, efficiency, and skill; to encourage the settlement of disputes with employers by arbitration; to secure employment and pay for work; to reduce the hours of labor, and by all legal and proper means to elevate the moral, intellectual, and social condition of the members.

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[1] American Federationist, August, 1900, p. 248; September, 1900, p. 279.
[2] Locomotive Firemen's Magazine, April, 1900, pp. 301, 302.

Conventions.—The convention meets annually. Local unions are entitled to 1 delegate for each 50 members or fraction thereof. All the votes to which a local is entitled may be cast by 1 delegate, if desired.

Officers.—The officers are a president, 3 vice-presidents, a secretary-treasurer, and 4 members of the executive board. The president, the vice-presidents, and the secretary-treasurer are also members of the executive board. The president receives no salary. The convention of 1899 voted a salary of $50 to the secretary-treasurer for the ensuing year.

Membership.—The constitution specifies no qualifications for membership and gives no rules for admission.

The convention of the Stationary Firemen in 1899 passed a resolution requesting the St. Louis union to abolish its rule excluding colored firemen, and instructed the secretary-treasurer to see that this resolution was complied with.

Finances.—The per capita tax is 7 cents a month, of which 1 cent goes to the support of the official journal. The local unions are forbidden to make the initiation fee less than $1 or monthly dues less than 50 cents.

Strikes.—Local unions are required to submit to the executive board a statement of grievances and of the causes leading up to the demand for a strike, and must get the consent of a majority of the executive board "before an appeal for aid can be made."

The union reported to the Federation of Labor in the fall of 1900 that it had won 3 strikes during the preceding year, compromised 1, and lost 1; 178 persons were involved, of whom 164 were benefited; the cost was $1,462.

Hours of labor.—The Stationary Firemen aspire to reduce their hours of labor to 8. They have made several strikes for this object, and in the majority of cases have been successful. They often sacrifice a part of their wages for the sake of shorter hours. For instance, the Journal of November 15, 1899, announced that the firemen in the breweries of Kansas City had got their hours reduced from 12 to 8 and their wages raised from 20 cents an hour to 25, and the firemen of the Michigan Sugar Works, at Bay City, Mich., had got the same shortening of hours and an increase of wages from 15 cents to 20 cents. It will be seen that in the former case the daily wages were reduced from $2.40 to $2, and in the latter case from $1.80 to $1.60.

License laws.—The American Federation of Labor convention of 1896, upon the motion of an Ohio stationary fireman, passed a resolution asking the Ohio legislature to pass a law forbidding any person to fire a stationary steam boiler in Ohio without a license. The resolution declared that the members of the Firemen's Union of Toledo, whose representative introduced the resolution, were rapidly being replaced by minors and incompetent persons, and that the law in question was essential to the safety of every person where a steam boiler was used.[1]

INTERNATIONAL UNION OF JOURNEYMEN HORSESHOERS OF THE UNITED STATES AND CANADA.

History.—The International Union of Journeymen Horseshoers of the United States and Canada was organized at Philadelphia, as a national union, in 1874. In 1892 it chartered its first local in Canada and changed its name to international. In 1893 it departed from the usual practice of trade unions by incorporating under the laws of Colorado. It is provided in the articles of incorporation that it shall issue only one charter to each city where a union is organized, except to New York, where two charters are to be granted.

In 1890, at the close of the fiscal year, April 1, it had 20 locals; 1894, 40; 1895, 48; 1896, 52; 1897, 60; 1898, 73; 1899, 78; 1900, 117. In August, 1900, it reported 121 local unions and 3,000 members; in June, 1901, 132 locals and about 6,800 members.

Convention.—The convention of the Horseshoers is held annually on the third Monday in May. The national officers are members of it, with the power of voting, as well as the delegates from the local unions. Each union which has 5 members or more is entitled to 1 representative: a union with 75 members is entitled to 2 representatives, and larger unions to an additional delegate for every additional 75 members. Representation is based on average membership for the whole year. To have 2 delegates a local must have paid $30 per capita tax during the past year, which is the full tax for 75 members. Any union which fails to send a representative is to be fined not less than $5 nor more than $50. A union under suspension for nonpayment of the per capita tax can not be represented.

[1] Convention Proceedings, 1896, p. 94.

The convention of 1900 passed a resolution, without dissent, that the next convention meet in 1902. The provision for annual conventions still stands as a part of the articles of incorporation.

Constitutional amendments.—The by-laws may be amended by a two-thirds vote of the representatives in convention. The fundamental constitution seems to have been so fixed, by being put in the form of articles of incorporation, that it can not be amended unless by the unanimous consent of the members of the convention, who constitute the legal corporation. This was the purport of a legal opinion obtained by the union in 1898.

Officers.—The officers are a president, three vice-presidents, and a secretary-treasurer. The officers constitute the executive council. They are elected in the convention by a majority vote, "by the Australian system of voting." The president, the first vice-president, and the secretary-treasurer are paid for their attendance at the convention at the rate of $7 a day, including the necessary time of traveling; they also receive railroad fare by the most direct route. The president's salary is $100 a year; the secretary-treasurer's is $400. The officers, as an executive council, have jurisdiction over strikes and lockouts. They hear and decide all appeals and grievances, subject to a further appeal to the annual convention. When meeting as an executive council, they receive $7 a day and fare to and from the place of meeting. The president, the first vice-president, and the secretary-treasurer, as a board of trustees, are required to examine all bills against the union and order the payment of them when approved. They are also to examine and approve the bond of the secretary-treasurer.

The delegates of the local unions to the convention perform functions which are not commonly performed by such officers. They are elected for a year, their term beginning on the day on which the convention meets. In addition to attending the convention, they are required to act "as deputies for their respective unions; they shall do all the necessary correspondence with each local union, and forward to the secretary of the International Union the per capita tax and reserve fund, or special assessment, in accordance with the by-laws, before the end of each quarter, the names of members initiated, admitted by card, reinstated, suspended, rejected, and the names and address of the officers of his local union; also number of members, and give him general news of the union, under seal, upon forms furnished by the international secretary-treasurer."

The representative or delegate is further required to answer all the correspondence of the president and install the officers of his local union. It will be seen that his duties are in a great degree those of a secretary. In order to be eligible as a delegate, one must have served 12 consecutive months as an officer in the local union which he represents, and must be working at the trade. Among the qualifications of delegates is the ability "to read and write their correspondence."

Discipline.—Any member who takes a position as salesman for any horseshoe, nail, or hardware company, or who permits his name to appear on cards representing any business firm, or who is in any way connected with the running of a shop, except as a worker for wages, forfeits his membership. So does any member who takes a contract or subcontract from any company or corporation for shoeing horses.

Any member working in the jurisdiction of a local union other than his own, who accepts less than the full amount of wages demanded by the union where he works, or refuses to strike when that union requests him to do so, is subject to a fine of $20 for the first offense and to expulsion for the second. Any member who undermines another in his wages, or does any injustice to another, or accepts employment where there is a difficulty involving wages or the rules of the union, without the sanction of the proper authority, is to be fined $5 for the first offense, and for the second is to be expelled. Members are tried for all offenses by the executive committees of the locals to which they belong.

Finances.—The charter fee from new unions is $5. The per capita tax is 10 cents a quarter for each member; but there is a further provision, under the name of a reserve fund, for the payment of 50 cents a member a quarter—the 10 cents to cover running expenses and the 50 cents to be devoted to disputes.

The initiation fee of the local union may not be less than $5 nor more than $20, without special permission of the international executive board.

Strikes.—No strike can be constitutionally inaugurated unless sanctioned by two-thirds of the members of the local union present at a meeting, and also by the executive council of the international union. It is provided that not more than one city shall be allowed to strike at one time unless otherwise ordered by the International Union, and then only after all honorable efforts at arbitration have failed. The constitution does not specify the amount of the strike benefit. Eight dollars a week seems to be the common payment. Sometimes $8 has been paid to

married men and only $4 to those who have had none but themselves to support. The local union is required to support its members on strike for 2 weeks before asking for anything from the international. This provision tends to discourage the forming of a local union under the immediate pressure of a dispute and for the purpose of ordering a strike at once and securing the aid of the international body. It makes it necessary for a local to exist long enough to accumulate a certain reserve fund before entering upon a strike. It serves the same purpose as the provisions which some unions have, forbidding sanction to a strike in any local which has not been a certain time affiliated.

The union reported to the Federation of Labor in the fall of 1900 that it had won 4 strikes and compromised 4 during the preceding year. Three hundred persons were involved, and all were benefited. The cost was about $5.000.

The first vice-president and general organizer says in a letter published in the official journal for May, 1900: "Remember that with the united efforts of the journeymen and boss horseshoers we can advance with the times and not decline, as is the case. Our fight is the boss horseshoer's; his fight is ours."

Hours of labor.—The union has passed a resolution declaring that it adopts a 9-hour workday for all locals that are prepared to demand it, and that no union which is working 9 hours a day shall be permitted to change its hours. The Horseshoers have made considerable progress toward the actual establishment of the 9-hour day. In June, 1901, about half the members were said to be working 9 hours and the rest 10. It was asserted that all overtime was paid at 50 cents an hour.

Union label.—The locals of about 10 cities have adopted local-union stamps. The mark is struck into the hot shoe with a steel stamp when the shoe is ready to be put on the foot. The rules of the locals generally provide that stamps shall be furnished to the members, either free or for a small payment per month, but shall remain the property of the organization, and shall not be used in any shop where nonunion men are employed. In Hamilton, Ontario, in Cincinnati, and in Syracuse, N. Y., all horses belonging to the city governments are required to be shod by union men and with shoes bearing the union stamp.

The International Union has recently adopted a union label, consisting of a monogram of the letters J. H. U. The regulations which have been published regarding it provide that local unions which have labels of their own need not use it until renewal of the old one becomes necessary. "Members and others working in a shop entitled to use of the label, who are not in possession of the current quarterly card, are required to pay 50 cents per day into the treasury of the local union under which they are working for each day's neglect to take out the same." In June, 1901, the label was said to be in use in 10 cities.

License laws.—The Horseshoers, following the example of the doctors, the plumbers, and others, have tried to get laws passed to fix the qualifications and so limit the number of those who should engage in their occupation. The American Federation of Labor convention of 1895 adopted the following resolution:

"*Resolved*, That the American Federation of Labor heartily indorse the action of the International Union of Journeymen Horseshoers in its effort to secure legislation which will confine the employment of horseshoers and veterinary surgeons to those who possess the skill and necessary experience, and in regulating and directing the course of apprenticeship and the education of those intending to pursue the art of horseshoeing."

License laws have been passed in New York, Colorado, Michigan, Illinois, and Minnesota.

Official journal.—In January, 1900, the Horseshoers began the publication of an official magazine called the International Horseshoers' Monthly Magazine. It contains some 60 pages of reading matter each month, chiefly devoted to matter of particular interest to members of the union, including some technical articles on horses and horseshoeing. It has obtained correspondence from members or former members of the union in Great Britain and in Russia. It is sent to all members, and on account of it each local union is required to pay 25 cents for each member on its books in January of each year

HOTEL AND RESTAURANT EMPLOYEES' INTERNATIONAL ALLIANCE AND BARTENDERS' INTERNATIONAL LEAGUE OF AMERICA.

History.—The Hotel and Restaurant Employees' International Alliance was formed in 1890 by local unions which had before been attached directly to the Federation of Labor. The second half of its compound name was added in 1899. It includes bartenders, cooks, porters, and waiters. Where the numbers justify

it, each of these crafts is organized in a separate local. A local union composed of persons who perform one kind of work has no right to initiate persons who perform another kind of work which is represented by another local in the same place. The number of members on which the organization paid per capita tax for April, 1900, to the American Federation of Labor was 4,587. In July, 1900, the union reported 127 local organizations, with 7,997 members—6,794 male and 1,203 female. For March, 1901, tax was paid to the Federation on 9,522 members. The number of locals at this time was 180. The membership had more than doubled in a year.

The union was substantially reorganized in 1899, and the reorganization seems to illustrate the efficiency with which the American Federation of Labor sometimes acts, in spite of its renunciation of power to compel, and to show the value which its supervision and control may have for the bodies affiliated with it.

The St. Louis local union and some others had become satisfied, it appears, that the international officers were unfit for their positions. The dissatisfied locals appealed to the Federation of Labor. The executive council of the Federation cited the accusers and the accused to appear before it during the convention of the Federation in 1898. After the preliminary hearing, the executive council of the Federation suggested that the persons on each side of the controversy name two men, well-known members of other labor unions, to be members of a board of arbitration, and that the executive council itself name a fifth member who should be chairman. The plan was adopted, and by agreement full authority was placed in the hands of the board of arbitration. After a hearing, which occupied 8 days, the board ordered a convention of the union to be held in Chicago in March, 1899, and itself assumed the authority to judge the credentials of the delegates and to supervise the gathering. It also abolished representation by proxy, which the dissatisfied members of the union alleged had enabled a few men to keep control of the organization. In spite of the measures taken by the board, it is declared by the present secretary-treasurer that the convention was packed, that Chicago with two outside locals controlled the convention, and that its proceedings were a farce, which the representatives of eleven locals, who had come hundreds of miles, were unable to control. The board of arbitration, however, took possession on the last day, made extensive changes in the constitution by its own authority, and made decisions and orders which resulted in the establishment of a new executive board and in the removal of the old general secretary. The new president and executive board were unable, however, to get possession of the general office. Though a new secretary had been elected at the Chicago convention, he failed to make the financial statement required by the constitution, and refused to submit to an investigation of his office by the executive board. The executive board appealed to the executive council of the Federation of Labor, asking it to revoke the existing charter of the Hotel and Restaurant Employees' Alliance, and to grant a duplicate certificate of affiliation to the legal executive board. This request was ultimately complied with, and through the support of the Federation of Labor the Alliance was established under new leadership, which has proved its efficiency by a remarkable increase of membership.

The report of the secretary-treasurer to the convention of 1900 acknowledges further indebtedness to the Federation of Labor for the work of its general and district organizers in forwarding the organization of hotel and restaurant employees in places where the Alliance has no local union. The secretary-treasurer also says:

"My predecessors in this office had sent out a circular to various organizers, and in this circular had made promises which they had never attempted to fill. This was with reference to our 'Outfit' for new locals, the understanding of the organizers being that said outfit contained a full set of books. After receiving considerable complaint, I finally made arrangements with the general headquarters of the American Federation of Labor to furnish me with outfits similar to those they forwarded to locals directly affiliated. To these outfits I attribute much of our recent success, as they are the one thing necessary to start new locals off in proper shape, and since we have been furnishing the said outfits we have not lost a single new local. We have received much favorable comment on the completeness of the said outfit, many organizers saying it is the best furnished by any of the younger internationals, and superior to that furnished by many old organizations."[1]

General aims.—The preamble of the Hotel and Restaurant Employees and Bartenders' Union is as follows: "Recognizing the fact that organization is necessary for the amelioration and final emancipation of labor; therefore, we have organized the Hotel and Restaurant Employees' International Alliance and Bartenders' International League of America.

[1] Report of Board of Arbitration is given in Federationist, vol. 6, p. 64.

"We declare—

"1. That labor creates all wealth, but the laborer does not receive his due share of the wealth he produces; therefore,

"2. To enable him to secure his full rights he must unite with his fellow-workers, so as to accomplish by united action what is impossible by individual effort."

Convention.—The convention meets annually. Locals are entitled to 1 delegate for the first 50 members or less, and 1 additional delegate for each 50 members or majority fraction thereof. No local can have more than 3 delegates. A local may cast its 2 or 3 votes in the convention by 1 delegate. Since the reorganization of 1899 no proxies are allowed. The expenses of the delegates are borne by the locals. The international union pays the expenses of the general president and secretary-treasurer.

A delegate must have been a member for at least 6 months, unless his local has been organized within that time. A local can not be represented unless it has been chartered 45 days and has paid 1 month's per capita tax.

Constitutional amendments.—All amendments of the constitution must be referred to popular vote. A majority decides. It is apparently necessary that all amendments be first acted upon by the convention.

Officers.—The officers are a president, seven vice-presidents, and a secretary-treasurer. All are elected by the convention, and together they constitute the executive board. The convention also elects the managing editor of the official journal. No two of the vice-presidents may come from the same town or city.

The president is general organizer. and has also power to decide all questions of law and to regulate any controversy between local unions or between a local union and the general body, subject to appeal to the executive board and to further appeal to the convention.

The secretary-treasurer is required to submit a monthly itemized statement of receipts and expenditures to the local unions, and an annual itemized statement to the convention. He is forbidden to retain more than $100 in his possession at any time. All further sums must be deposited in some responsible bank in his name as secretary-treasurer. He may not pay any bill until it has been countersigned by the president. He must give a bond in some surety company for $2,000; the cost of it is paid by the union. His salary is $125 a month.

Joint executive boards.—Wherever more than one local exists in a town a local joint executive board may be formed with full power to adjust all differences between locals and between members and their employers. Two locals of the same craft—waiters or bartenders—existing in the same town are directed to elect a joint committee to investigate the qualifications of applicants for membership. All the locals in a city must hold a joint meeting at least once a year.

Membership.—Colored persons are received as members, but are organized in separate locals. The constitution provides that if a member of a colored local moves to a city where no local of his craft or race exists he shall remain a member of the local in the city from which he came. Every alien member is required to make a declaration of his intention to become a citizen, and to perfect his naturalization as soon as the law permits.

Discipline.—Charges against a member must be made in writing and examined by a special committee of five, with notice to both parties and examination of witnesses. If the committee reports that the charges are sustained, in whole or in part, the accused has the privilege of speaking before the local in his own defense. He must then retire, and, after the committee has read the charges which it sustains, the president puts to a vote, first, the recommendation of the committee, then the proposition of expulsion, and then, if that fails, such minor penalty as the union may deem fit. A two-thirds vote is required to condemn to any penalty.

If charges are made by the members of any local against members of another local, they are tried by the general executive board.

Members condemned by their locals may appeal to the general executive board; its decision is final. If the board undertakes to discipline a local union, the local may appeal to the general convention.

It is forbidden to fine any individual member more than $10 or any local more than $1 per capita.

Finances.—Every new local pays a charter fee of $5. Out of the initiation fee of every new member 15 cents is paid to the international organization. The per capita tax is 7 cents a month. It was 5 cents a month up to 1900.

The initiation fee of local unions can not be less than $2, except in the case of new locals, which may regulate the initiation fee for themselves during the first 60 days. Local dues may not be less than 50 cents a month. Locals of waitresses may have an initiation fee as low as $1 and dues as low as 25 cents a month.

Members are in bad standing when they are over 60 days in arrears, and must

ay a reinstatement fee of 15 cents to the international union. A local union tands suspended when it is 2 months in arrears. The general executive board las power to reinstate a local, suspended for nonpayment, on settlement in full nd payment of $1 additional.

The receipts for the year ending April 30, 1901, were $10,742, and the expendi-ures $7,849. The cash balance at the end of the year was $3,675. Local funds on hand were reported by 48 local unions; they amounted to $16,026.

Benefits.—During the fiscal year 1899–1900 about $4,600 was reported as paid out in sick and death benefits, and about $1,900 as presented to other labor organizations. These sums seem to represent payments by the local unions. The national body provides no benefits.

Reports received by the secretary from 60 locals in April, 1901, showed that 18 of these locals had sick and death funds, 3 sick funds only, and 6 death funds only, besides 3 which levy an assessment of $1 a member for burial purposes, when a death occurs. The death benefits reported range from $15 to $100. The sick benefits vary from medical attendance and medicines to $6 a week for from 3 to 13 weeks. One local reported no time limit. $3,209 had been expended from sick funds since May 1, 1900, and $2,416 from death funds.

Strikes and boycotts.—The union declares that it will render financial support only to strikes which have received the sanction of the general executive board before being ordered. No detailed procedure for the inauguration of strikes is provided in the constitution.

The constitution provides that no local union shall, under any circumstances, be permitted to declare a boycott.

During April, 1901, the secretary received reports from 60 of the 180 locals of the organization, showing that 25 strikes had been conducted by these locals since May 1, 1900, and that 16 of them had been won, 2 compromised, and 3 lost, while 4 were still pending. Four hundred and thirty-seven persons were reported to have been involved in the strikes, 469 to have been benefited, and 23 to have been worsted. An average gain in wages of $1 a member a week was reported, and reductions of hours by from 1 to 5 a day. The cost of strikes was reported as $5,081.

Hours and wages.—Reports received by the secretary in April, 1901, from 60 locals, show hours of labor ranging from 8 to 13 a day, with 6, 6½, and 7 days' work a week, averaging 11½ hours a day and 6½ days a week. Wages were reported varying from $15 to $75 a month with board, and, without board. from $7 to $25 a week, and from $30 to $122 a month. The latter figure was exceptional, however, and the average was said by the secretary to be about $40 a month without board.

Official journal.—The union publishes an official journal called the Mixer and Server. It is an 8-page paper, published monthly. One page is regularly filled with the financial report of the secretary-treasurer. A considerable part of the paper is filled with letters from representatives of local unions, giving general information about the state of affairs in their localities. Other matter included is such as commonly appears in labor papers. One unique feature of a technical character is a column of receipts for mixed drinks. It is forbidden to publish any article referring to any political party, platform, or candidate, or to any religious question. The subscription price is 50 cents a year to members of the union as well as to others. The secretary-treasurer of the union is the editor. The expenditures on account of the paper, during the year ending April 30, 1901, were $1,146.

Previous to 1900 a paper called the Purveyor, published by an individual, had the indorsement of the union as its official organ. The conduct of it was unsatisfactory; even its publication was very irregular; and the new managers of the union thought it wise to take the publication of an organ into their own hands.

Union label.—In May, 1900, the hotel employees adopted a union card for display in saloons, cafés, excursion boats, etc. In July, 1900, the secretary reported that over 1,000 had been issued. In June, 1901, the number was reported as 2,700, of which 600 were used in restaurants. There is also a "working button," which is worn by the members.

INTERNATIONAL JEWELRY WORKERS OF AMERICA.

History.—The national organization dates only from July, 1900. It was formed by delegates of local unions in New York City, Buffalo, Newark, and Cincinnati. April 1, 1901, the secretary reported the membership as about 1,000, of which the New York local contains about half.

Objects.—"The protection of members in all matters relating to wages and their rights as employees is the principal purpose of this organization."

Convention.—The convention is to meet annually in July. Each local is entitled to 1 delegate for the first 100 members or less, and 1 additional delegate for each additional 200 members or majority fraction thereof; but no local can send more than 4 delegates.

Officers.—The officers are a president, a vice-president, a secretary, a treasurer and three trustees. The officers constitute the executive board. In case of a vacancy in the office of president the president's duties are to be performed not by the vice-president, but by the secretary, until a successor is chosen. The secretary is immediately to call a meeting of the executive council for the purpose of electing a president. The salary of the secretary is $75 a year and that of the treasurer $25.

Membership.—The constitution recites that its membership is to embrace all the different branches connected with the jewelry trade—general mounters, jewelry setters, enamelers, engravers and chasers, polishers and finishers, lappers, designers and modelers, and gold melters.

Finances.—The charter fee for new locals is $5, with an additional $5 for supplies. The per capita tax is 10 cents a month. It is said by the officers that the next convention will without doubt adopt uniform monthly dues of 50 cents, and a uniform initiation fee of $3, of which 25 cents will go to the general treasury. These regulations were approved by the organizing convention, but were not formally adopted.

Benefits.—The national union has made no provision for benefits, but the convention has recommended to the locals to use their best efforts in the establishment of local benefit features.

Piecework.—The convention has recommended that piece work be avoided so far as possible, and that where it exists efforts be made to abolish it.

THE UNITED BROTHERHOOD OF LEATHER WORKERS ON HORSE GOODS.

History.—The United Brotherhood of Leather Workers on Horse Goods was organized January 1, 1896. It succeeded the National Association of Harness and Saddle Makers, organized in 1887. It includes harness makers, collar makers, saddle makers, harness cutters, and machine operators. The number of locals is reported as 3 on June 1, 1897; 7 on June 1, 1898; 21 on June 1, 1899; 47 on June 1, 1900; and 62 on June 1, 1901. In July, 1900, the membership was reported as 2,500, and on June 1, 1901, as 3,900.

The general organization maintains a labor bureau, to which unemployed members apply.

Convention.—The convention is held triennially in June. Each local has one vote. A local of less than 10 members is not permitted to send a delegate of its own, but places its vote, with instructions, in the hands of a delegate from some other local. No delegate may hold more than one such proxy in addition to the vote of his own local. The president, the first vice-president, and the secretary-treasurer are members of all conventions, with full voting power.

Railroad fare and hotel bills of officers and delegates are paid from the general treasury, and the president, the first vice-president, and the secretary-treasurer receive $2.50 a day for their attendance.

Constitutional amendments.—The constitution may be amended either by vote of the convention, or by a two-thirds vote of the membership at large, on the proposal of the executive council or on the proposal of any local seconded by two other locals.

Officers.—The officers are a president, four vice-presidents, and a secretary-treasurer. The president and the vice-presidents constitute the executive council.

The president decides questions of law, and where no law exists he is to decide the question at issue according to his best judgment. With the consent of the executive council he may suspend any law for 40 days and submit the question of the abolition of the law to a general vote. If charges are preferred against an officer he may suspend him, and, if necessary, appoint a substitute. He must approve in advance all expenditures greater than $5. His salary is $50 a year.

It is the special duty of the third vice-president to attend to the advertising of the label, and of the fourth vice-president to watch State and national legislation.

The secretary-treasurer issues membership cards and due stamps, collects and pays all money, publishes the official journal, and sends an itemized financial

statement to each local every month. His salary is $75 a month, with traveling expenses, and $7 a week is allowed him for clerk hire. The executive council has general supervision over the affairs of the brotherhood. Its members receive $2.50 a day for all time lost in attending to union business, with necessary traveling expenses.

Each local is required to make a nomination by plurality vote for each of the general officers, at its first meeting in March, and immediately to send a list of the nominations to the general secretary-treasurer. Before March 20 the secretary-treasurer must send a list of all nominations to each local. At the first meeting in April each local takes a vote upon them. The result is immediately forwarded to the secretary-treasurer and the president. The two candidates for each office who have received the highest votes are again submitted to the locals for final choice. All elections are by secret ballot.

The salary of a local secretary-treasurer is $15 a year where the branch has less than 40 members, $20 a year where it has from 40 to 55 members, and $25 a year where it has 55 members or more.

Membership.—Journeymen working on harnesses, saddles, etc., "or in fact anything made of leather, except boots and shoes," are eligible to membership. Any man who is competent in his class and can command the average rate of wages in his locality is declared to be a journeyman. Manufacturers who employ 2 journeymen or less, and foremen with less than 4 journeymen, may be admitted at the option of the local. Contractors must be excluded, and also foremen, assistant foremen, cutters, and journeymen who work in penitentiaries or for lessees of penitentiaries.

Application for membership must be made in writing and referred to an investigation committee, which is to report at the next meeting. The application is then voted on. If 3 black balls appear, it is rejected. If there are 1 or 2 black balls, those who cast them must present their objections to the president in writing at the next meeting. He presents the objections to the local, withholding the names of the objectors. He then appoints a committee of inquiry. When this committee reports, a new ballot is taken. If 3 black balls appear, the candidate is rejected, but if there are not more than 2 black balls he is elected.

Apprentices.—The rules of the union provide for 1 apprentice where 10 journeymen are employed, and 2 apprentices where there are 20 journeymen, but forbids more than 2 apprentices in any case at any one branch of the business.

Cards.—Each member is provided with a card, which is intended to serve the purpose of a due book, a traveling card, a transfer card, and a loan card. Retiring cards are issued to members who become foremen or engage in other business, on their paying up all indebtedness. If they return to work at the trade, they must deposit their retiring cards with the nearest local within 6 days.

Discipline.—If a general officer become derelict in his duties, charges may be preferred against him to the president, and he is to be tried before the executive council. Charges against any member of a local must be brought in writing. If the local votes to take them up, they are tried before a committee of 5. The committee must give the accused at least 3 days' notice of the time, place, and object of the meeting, and must give him full opportunity for defense. If it finds the charges sustained, it fixes the penalty in its report. If the local adopts the report, the president must put the judgment in execution. There can be no remission of the penalty except by a two-thirds vote of the local. An appeal lies, however, to the executive council.

Finances.—The charter fee paid by new locals is $12. All necessary supplies are furnished by the United Brotherhood. The initiation fee is $2 and the local dues are uniformly 25 cents a week. The treasury of the national body is supported by a percentage of the local payments, which varies with the size of the branch. For instance, a local of 15 members or less sends 50 per cent of its gross receipts, including initiation fees, dues, and fines, to the general secretary-treasurer; one of 16 to 20 members, 55 per cent; one of 21 to 25 members, 60 per cent; and so on up to one of 56 members or more, which pays 80 per cent.

A member who fails to pay dues for 4 weeks is in bad standing and forfeits all claim to benefits. After 8 weeks he is suspended.

A person working where there is no local branch may become a member at large by paying the regular initiation fee and dues. All dues are receipted for by adhesive stamps, which are furnished by the general secretary-treasurer.

For the fiscal year ending May 31, 1900, the aggregate receipts were $16,660 and the aggregate expenditures $15,048. The assets on June 1, 1900, were $3,536. For the year ending May 31, 1901, the receipts were $26,246, and the expenditures $18,879. The assets on June 1, 1901, were $10,903.

Benefits.—*Sick benefit.*—Any member who has been in good standing for 6 months and is sick 2 weeks or over continuously is entitled to a sick benefit of $5 a week, provided the sickness is not the result of dissipation or immoral habits. Sick benefit can not be drawn for more than 13 weeks in any 1 year. The local is to appoint a sick committee of not less than three members, who must visit the sick at least once in each week, no two members going at the same time. The chairman of this committee draws and disburses the sick benefit, reporting at the end of each month.

Death benefit.—On the death of a member who has been in good standing for 6 months a death benefit of $40 is paid; after 2 years, $60; after 4 years, $100; after 5 years, $200; after 8 years, $300.

Traveling loans.—One who has been a member in good standing for 2 years and who is out of work and wishes to travel is entitled to a loan sufficient to take him by the shortest route to the place he wishes to go to (not exceeding $15) and $1 over. If he fails to find employment at this place, he is entitled to a further loan of $5. Loans may not exceed $21 in the aggregate. A traveling member must be provided with a loan book, and no loan must be given unless this book, properly signed and sealed, is presented and shows on its face that the member is entitled to a loan. On obtaining employment the member must pay to the collector of the shop 15 per cent of his earnings each week in addition to his dues until the loan is canceled. Failure to do so subjects him to a fine of not less than $5 nor more than $8, and to expulsion.

All benefits and loans are chargeable to the general treasury of the United Brotherhood. Two hundred dollars was paid out for sick benefits during the year ending May 31, 1898; $855 during the year ending May 31, 1899; $2,105 during the year ending May 31, 1900; and $4,736, or about $1.50 a member, during the year ending May 31, 1901. During the year ending May 31, 1900, $7,025 was paid out in strike benefits, and $4,934 during the year ending May 31, 1901. Loans amounting to $136 were outstanding May 31, 1900. Loans granted during the following year amounted to $549, and loans repaid to $471, leaving $214 outstanding May 31, 1901.

A member who has been out of work for 6 consecutive working days is entitled to exemption from dues. Local secretaries are furnished with out-of-work stamps, which they affix to the member's card in place of the regular stamps in such cases. Members who hold positions, but voluntarily "lay off," are not considered to be out of work and are not exempt from dues.

Strikes.—When a local has a dispute with employers, it must send a full statement of the circumstances, including the number of persons affected, and the number of union and nonunion men, to the general president and the secretary-treasurer. If less than 12 men are involved, the secretary-treasurer must mail an exact copy of the application to each member of the executive council within 24 hours. Each member of the council must telegraph his vote to the general president within 12 hours. If the application is approved, the president telegraphs the fact to the local branch, and instructs the secretary-treasurer to send each week the required amount of assistance.

If 12 persons or more are involved in the proposed strike, the question of approving it must be submitted to a general vote of the whole Brotherhood. A full statement of the circumstances must be sent to each local as well as to each member of the executive council, and special meetings to vote on the question must be called in all the branches.

The strike benefit is $10 a week for 10 weeks and $3 a week for 5 weeks more. Payments then cease unless the limit is extended by a general vote, in which two-thirds of the votes cast are favorable.

The union reported to the Federation of Labor in the fall of 1900 that it had won 10 strikes and lost 1 during the preceding year, involving about 269 persons. The cost was $7,088.

Hours of labor.—The rules of the union forbid members to work more than 10 hours a day. The 10 hours are to be between 7 a. m. and 6 p. m. The Brotherhood has declared itself in favor of establishing an 8-hour day at the earliest possible moment. The secretary reports that the average hours of labor of all locals are 58 a week.

Labor Day.—The rules impose a fine of $5 upon any member who is found working on Labor Day.

Piecework.—All bench workmen are paid by the piece.

Team work.—The Brotherhood indorses all efforts tending to the abolition of team work. Team work is not "construed to mean stitchers and finishers."

Union label.—The Leather Workers adopted their union label in June, 1898. In July, 1900, the secretary estimated that about 20 per cent of the product of the

rade was put out under the label. The label may be used only in shops or factories where all the employees are members of the Brotherhood, except such as may be ineligible to membership under the rules. All union shops entitled to the label are expected to display the union shop card. The Brotherhood has passed a resolution favoring a universal label for union-made goods of all kinds.

NATIONAL ASSOCIATION OF LETTER CARRIERS OF THE UNITED STATES OF AMERICA.

History.—This organization was formed in 1889, incorporated under the laws of New Jersey in 1891, and reincorporated under the laws of Tennessee in 1892. About January 1, 1901, the secretary reported 767 branches and 14,800 members. On June 18, 1901, he reported 807 branches and 15,100 members.

The convention of the American Federation of Labor in 1899 directed the president of the Federation to visit the next convention of the Letter Carriers and invite them to affiliate with the Federation. It declared that the Federation had been "largely instrumental in procuring the 8-hour workday for the Mail Carriers." The Letter Carriers have not heretofore responded favorably to such overtures, and they seem to rely on their own independent efforts rather than on other labor organizations to promote their interests before Congress. Yet they give some indications of a feeling of solidarity with the labor movement. The official journal of the association, in May, 1899, contained an editorial article urging the members to buy their uniforms from union firms, and saying that in Chicago, Cincinnati, New York, and Brooklyn the Letter Carriers had passed resolutions refusing to deal with firms which did not employ union help.[1]

General aims.—The constitution declares that the objects of the association are to unite fraternally the letter carriers in the United States for their mutual benefit, to seek improvement in the condition of all by legislation and otherwise, to secure their rights as Government employees, to strive to promote the welfare of every member, and to establish the United States Letter Carriers' Mutual Benefit Association.

Conventions.—The convention meets annually. It consists of the officers, the delegates from the branches, and one delegate at large from each State or district association. Each branch is entitled to 1 delegate for the first 20 members or less and 1 additional delegate for each additional 20 members or major fraction thereof. Each branch may cast its full vote, though it have not the full number of delegates present. Any branch may give its proxy to the delegates of any other branch within the same State. If a branch is in arrears for annual dues or has neglected to make reports of its membership, its delegate can not be admitted except by a three-fourths vote.

Constitutional amendments.—The constitution may be amended by a majority vote of the convention; but any resolution or amendment so passed must be referred to a general vote of the members upon the written request of 10 branches containing not less than 50 members. The convention itself may refer any resolution or amendment to popular vote.

Officers.—The elective officers are a president, a vice-president, a secretary, a treasurer, an executive board of 5 members, a committee on legislation of 3, a committee on constitution and laws of 3, a civil-service committee of 3, and 1 vice-president for each State represented. Officers are elected by the convention. A majority is necessary to elect. If there is no choice, the candidate who has received the least votes is dropped and another vote is taken.

The president has power to fill vacancies until a new election shall be held. The secretary, in addition to his other duties, is to receive the money due the National Association and turn it over to the treasurer, making a settlement with him at the end of each month. His salary is $2,000 a year, and he gives a bond for $2,000. The treasurer is required daily to deposit any money received by him in depositories designated by the executive board and approved by the president. The members of the executive board act as trustees, and have general supervision and control over the association. They must direct the investment of the association funds "in readily convertible securities—Government, State, or municipal—that have a stated or well-known market value." They are forbidden to lend money on personal security or real estate mortgages.

The committee on legislation must "seek to improve the condition of letter carriers through legislation, to secure for every letter carrier the full benefits intended to be conferred by operation of laws already enacted." Any member or branch

[1] Postal Record, May, 1899, p. 126.

which shall introduce or try to have passed in Congress any measures relating to letter carriers which have not been approved by the association is to be expelled.

This provision is doubtless enacted in consequence of experiences of obstacles which are put in the way of legislation by the presentation of a variety of suggestions. The Postal Record for December, 1900, commenting upon the failure of a certain bill which the association had promoted at the previous session of Congress, attributed it to the "unwarranted interference" of some persons affected by the bill who had sent to Congress certain amendments, and by so doing had led the committee to think that the men affected "did not know just what they wanted."[1]

State associations.—The constitution contemplates the formation of a State association in every State which has 3 branches. Branches in States where less than 3 branches exist are to be assigned by the president to the jurisdiction of State or district associations.

Membership.—Membership is confined to regular and substitute letter carriers. Applications must be made in writing, and each applicant must be recommended by a member in good standing, and must be elected by a two-thirds vote of the local after his application has been presented at one meeting and laid over to the next.

Discipline.—Charges must be made in writing, clearly specifying the offense, and signed by a member of the branch. A copy of the charges, under seal of the branch, must be served on the accused. The charges are to be referred to a committee of disinterested members, who are to summon the parties, hear and take down the testimony, and report the evidence and the facts elicited, with their verdict. The branch is then to pronounce its judgment and fix the penalty, if any. Expulsion can be inflicted only by a two-thirds vote. A member may appeal from the decision of his branch to the committee on appeals, consisting of the vice-president, the chairman of the executive board, and the chairman of the committee on constitution and laws.

Finances.—The charter fee for cities where there are 20 or more carriers is $5. Dispensations are granted for $1 to cities where less than 20 carriers are employed, and also to State and district associations. The per capita tax is $1.50 a year. Assessments can be levied only by popular vote.

Any branch which neglects to pay its dues or assessments within 30 days after they are due is to be fined 10 per cent of the amount and to stand suspended until payment is made. Any branch which remains suspended for 12 months forfeits its charter.

Members 3 months in arrears for dues are not entitled to vote in the branch, nor eligible to office. When 6 months in arrears they are suspended. They can be reinstated, after paying all demands against them up to the time of suspension, by a two-thirds vote of the branch.

Benefits.—The constitution provides that branches may, at their option, make provision for payment of relief or funeral benefits and for levying additional dues for such purposes, but branches are forbidden to compel applicants for membership to participate in such benefits and dues in order to become members.

The association has organized the United States Letter Carriers' Mutual Benefit Association, whose funds are separate and whose management is in the hands of different officers. This benefit association issues certificates, payable at death, for $1,000, $2,000, and $3,000. It is believed to be the only insurance association connected with any American labor organization which grades its assessments according to the ages of its members. Even the great railroad brotherhoods charge the same amount for an insurance certificate of the same size, no matter what the age of the holder may be. The Letter Carriers' Association grades its assessments according to the ages of its members upon joining, from 38 cents for a single assessment on a $1,000 certificate for a man who joins between 21 and 25 to 88 cents for a man who joins between 49 and 50. An assessment is levied regularly at the beginning of each month, and extra assessments may be levied when they are required. The beneficiary is not entitled to more than the proceeds of one assessment, even though these be not equal to the face value of the certificate.

Fifteen per cent of each certificate is charged against it at the time of issue, and if the holder dies before he has paid assessments to the amount of this 15 per cent the deficiency is deducted from the amount due his beneficiary and placed to the credit of the emergency fund. The emergency fund can be drawn upon only for death benefits, and only when more than 16 assessments are required to pay liabilities in 1 year. Besides the deductions from quickly matured certificates, the

[1] Postal Record, December, 1900, p. 390.

emergency fund is replenished by an addition of 10 per cent to the regular amount of each of the first 80 assessments which each member pays. The general expenses of the benefit association are paid by an annual per capita tax of 50 cents upon the members of it.

If the amount of each monthly assessment is not received at headquarters within 15 days after it is due, or if the amount of any special assessment is not received within 45 days after it is called for, the chief collector, the head officer of the mutual benefit association, is to notify the secretary, the president, and the collector of the delinquent branch of its suspension from benefits, and 30 days thereafter, if payment has not been made, the title of the members to benefit ceases. Any member who forfeits his membership in the Letter Carriers' Association by nonpayment of its dues, and any branch which is dropped from membership for the same cause, forfeit all their rights in the mutual benefit association at the same time.

An applicant for admission to the benefit association must be a member in good standing of the Letter Carriers' Association, between the ages of 21 and 50 years, must be recommended by some competent practicing physician appointed by the board of trustees, must be examined according to the published rules for medical examiners, and his application must be approved by the chief medical examiner.

AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA.

History.—The organization called the Amalgamated Meat Cutters and Butcher Workmen of North America was formed in January, 1897. Sixty-three charters were reported as having been issued at the end of the fiscal year, December 1, 1899, 89 charters up to July 9, 1900, and 134 up to June 1, 1901. On July 9, 1900, the number of members in good standing was reported as 4,026.

In February, 1901, the secretary gave the total membership, in good standing and in bad, as about 6,000, and in June, 1901, as about 10,000.

Preamble.—The preamble to the constitution of the Meat Cutters and Butcher Workmen contains the following:

"The concentration of wealth and business tact conduces to the most perfect working of the vast business machinery of the world, and there is perhaps no other organization of society so well calculated to benefit the laborer and advance the moral and social condition of the mechanic of the country, if those possessed of wealth were all actuated by those pure and philanthropic principles so necessary to the happiness of all; but, alas for the poor of humanity, such is not the case. 'Wealth is power,' and practical experience teaches us that it is a power too often used to oppress and degrade the daily laborer."

Conventions.—The convention is held biennially in August. No local is allowed more than one delegate. In order to be represented, a local must have been affiliated at least 60 days, and must have paid its dues to the International body up to within 60 days of the convention. In order to be eligible as a delegate or alternate, one must have been a member in good standing a year before the election, unless his local has not existed so long.

Referendum.—All questions which the executive board consider of sufficient importance, or as to which one-fourth of the local unions make the request, are to be submitted to a popular vote.

Officers.—The officers are a president, who is also general organizer; a secretary-treasurer, and 5 vice-presidents. The vice-presidents are elected from separate districts, and each in his own district acts as a central executive officer. The president has power to visit any local union and inspect its proceedings and examine all its books and documents, either personally or by deputy. The secretary-treasurer is required to deposit all money above $100 in his name as secretary-treasurer. The president and the secretary-treasurer receive $75 a month apiece and expenses. The vice-presidents receive $3 a day for time devoted to the service of the union, and expenses.

Local Unions.—A local union may be established by seven practical workmen of the occupations included. The power to grant charters is in the executive board. When one union has been established in a town, a second charter is not to be granted without the consent of the existing local, unless the executive board overrules the objections offered, on the ground that they tend to retard the work of organization.

The president of the Butcher Workmen tried in 1900 to organize a packing trades council at Kansas City, embracing the stationary firemen, the coopers, and

the various unions of butchers and laborers. The firemen and the coopers refused to go into the plan.

Membership.—The organization is meant to include all workmen in retail workshops and in slaughterhouses, except common laborers; as the secretary-treasurer says: "Every wage earner, from the man who takes the sheep, hog, or bullock on the hoof until it goes into the hands of the consumer." At the close of 1900, the secretary expressed the opinion that the members were about equally divided between slaughterhouses and retail shops. Retail butchers who do not employ any help may be received, at the discretion of the local union. Any one who becomes a member of any retail protective association or board of trade must be granted a retiring card. The minimum age for admission is 16.

Cards.—Any member in good standing is entitled to a transfer, traveling, or retiring card at any time. No extra charge or initiation fee can be demanded of a member who presents a transfer or traveling card.

Discipline.—Any officer who has charge of any book necessary to union meetings is to be fined 50 cents for each failure to have such book at a meeting. Any officer who does not have charge of any book is to be fined 10 cents for each absence, except when he is sick or out of town. For three consecutive absences without proper excuse an officer forfeits his place. Any member who accepts an appointment on any committee, and fails to act, is to be fined 25 cents for neglect of duty.

Any member who disobeys the chair or uses profane or indecent language is to be called to order and fined 25 cents. If he continues to disturb the meeting, he is to be removed from the room and fined $1.

Finances.—The charter fee for a new local union is $15. This covers the cost of the seal and the outfit of books and stationery. The per capita tax is 25 cents a month; 10 cents goes to the defense fund, and 15 cents for general expenses.

The initiation fee of local unions may not be more than $5, and the dues may not be less than 50 cents a month. Dues are receipted for by means of adhesive stamps, furnished by the national secretary-treasurer, put by the local financial secretary upon the member's card, and canceled.

There is a provision for the reception of workmen of the craft, who are not near a local union, as members at large. The initiation fee of such members is to be the same as that of the nearest local, but is not to be less than $2 nor more than $5.

The total receipts during 11¼ months ending November 15, 1900, were $8,176.91; the total expenditures, $7,304.83; the balance on hand November 15, 1900, $1,285.89. No part of the expenses of the period was for the support of strikes.

Any local which is 2 months in arrears in its dues to the national union, after receiving notice from the secretary-treasurer, is to be suspended. When 4 months in arrears, the constitution provides that its charter shall be revoked and it shall be fined $50, unless the international executive board rules otherwise. Locals 2 months in arrears are not in good standing, and, according to the constitution, any grievance presented by them is not to be considered by the international organization, and they are not entitled to any benefits.

Any member 2 months in arrears is to be suspended and fined 25 cents. When 4 months in arrears, he is to be expelled. An expelled member may be reinstated by a two-thirds vote.

Strikes and boycotts.—Each local union is directed to appoint a grievance committee of three members, who are to investigate any grievance and report to the local before any action is taken. Locals are forbidden to order strikes without the consent of the international executive board. The constitution even says that a reduction of wages demanded or enforced by an employer does not constitute a lockout. When a difficulty with an employer arises, the local must hold a meeting to consider it. A three-fourths vote of the members present, by secret ballot, is necessary to insist on a grievance, and no member is allowed to vote on the question who has not been a member for at least 3 months continuously. If it is decided to insist on the demand, the members involved must remain at work and the union must send a statement of the case to the national president. No member who was not employed in the place before the difficulty arose may go to work there while it is pending. The president must proceed to the place, personally or by deputy, and try, in conjunction with the local committee, to effect a settlement. If he fails, the case is submitted to the executive board. The local must be governed by the action of the board. If it strikes after notice has been given that the grievance is not sanctioned, it is subject to suspension.

Members out on authorized strikes are entitled to $5 a week after the first week. Every member who receives strike benefit must sign a voucher for the amount received for each week or fraction of a week, and the local union must send these vouchers to the general secretary, with a weekly statement in detail. The president and the executive board, if they become satisfied that the strike is lost, may

declare it at an end, so far as the support of the national body is concerned; but they must give 2 weeks' notice.

No member is entitled to receive strike pay until he has been a member in good standing for 6 months. No local union is entitled to draw strike pay until it has been affiliated 6 months, and if a local is suspended for any cause it can not receive any benefit until 6 months after it is reinstated.

The union finds it hard to enforce these excellent regulations. In reporting upon a disastrous dispute with Jacob Dold & Co., at Buffalo, the president said: "I found the same old course had been pursued—violate the constitution and then call on the executive council for advice and assistance." A dispute having arisen over a demand that the company discharge two men who were not in good standing in the union, the local declared a strike without waiting to consult with the national officers.[1] In spite of the illegal action of the local the national officers felt compelled to take up its contest. A boycott was declared against the products of the Dold Company. The convention of 1900 empowered the executive board to levy an assessment of 25 cents a member a month on all members of the organization for such time as the board might deem necessary in order to push the fight and to give necessary aid to the strikers.

After the union had fought Swift & Co. with a boycott for almost 3 years, the president of the union said in his report to the convention of 1900: "In view of the fact that the large packers are seemingly in a combine, one of the purposes being to cease selling meats to any retailer who refuses to purchase from a boycotted packer, thereby rendering a boycott on a member of the combine ineffectual, I hereby recommend that this convention take steps to remove the boycott on Swift & Co."[2]

The representative of the Meat Cutters introduced a resolution in the American Federation of Labor convention of 1900, reciting that the boycott upon the Swift Packing Company had existed almost 3 years and had received but little attention from organized labor, while it had prevented the organizing of the men working in many of the large plants of the "Big Four," and had disrupted many local unions of meat cutters throughout the country. The resolution instructed the executive council of the Federation to designate two members of the council to go to Chicago and effect a settlement of the existing difference.[3] A settlement was made, and the secretary reported in June, 1901, that a perfectly friendly feeling existed between the organization and all the large packers. "The only people who now object to their employees becoming members of the A. M. C. & B. W. are the small packers, who, in order to compete with the large firms, desire to reduce the wages of their employees. The organization is growing rapidly and we are enforcing the constitution and preventing strikes, as our object is not to antagonize our employers, but, by organizing, to make better men and more efficient workmen, and work in harmony with our employers and settle all differences by arbitration."

Union label.—The Meat Cutters and Butcher Workmen have adopted two devices in the nature of a union label. One is an actual label intended to be attached to the products of slaughterhouses and packing houses. The other is a card which is meant to be displayed in retail shops, to indicate that the shops employ union men and are run under union conditions. The union shop card can not be placed in any meat market without the permission of the national executive board. It remains the property of the union and can be withdrawn at the discretion of the general secretary-treasurer. It may not be displayed in any shop where nonunion men are employed. The packing-house label has not obtained any extensive use. The secretary reported that about 5,000 shop cards had been sent out up to February, 1901.

THE AMERICAN FEDERATION OF MUSICIANS.

History.—The National League of Musicians was organized in New York City in March, 1886. As the American Federation of Labor gradually increased in size and power a dispute arose in the National League of Musicians over the question of affiliating with it. The proposal to affiliate was brought up in every convention of the League from 1887 to 1896. It was always defeated, but by a steadily decreasing majority. In 1895 the convention of the Federation of Labor instructed its executive council, in case the League of Musicians failed to affiliate, to call a convention of the musical organizations of the United States to form another national body. Messrs. Gompers and O'Connell, of the executive council of the Federation of Labor, appeared at the convention of the League of Musicians in 1896 and urged

[1] Convention Proceedings, 1900, p. 7.
[2] Meat Cutters' Convention proceedings, 1900, p. 5.
[3] American Federation of Labor Convention Proceedings, 1900, p. 207

member who goes to work for less than the schedule rate of wages is to be suspended or expelled. "When a member has deliberately ratted, it is not necessary that he should be cited for trial, but he may be summarily expelled." An appeal lies from any decision of a subordinate union to the president, from him to the executive board, and from the board to the convention. In presenting appeals, the truth of statements must be verified by affidavit. The decision appealed from must be complied with in the interim, except that a verdict of reprimand or censure is stayed.

Finances.—The charter fee for new locals is $25. The per capita tax is 50 cents a quarter. A local 3 months in arrears is liable to suspension after notification by the secretary-treasurer.

Strikes.—When a disagreement with an employer arises, the local union is to notify the organizer, and the organizer is to go to the place and try to adjust the difficulty. If he fails, he is to notify the executive board. If a majority of the board considers a strike necessary, the local may be authorized to declare one. When this authority has been given, the president of the local is to call a meeting within 24 hours, giving notice to all members. A three-fourths majority is necessary to declare a strike. No one can vote on the question who has not been in good standing in the local union for 6 months. A local which goes on strike without the approval of the executive board can receive no benefits unless "a strike, lockout, or reduction of wages has been forced upon" it without an opportunity to apply for authorization. No local is allowed to begin a strike within 1 year after it is chartered. If a local is involved in a strike which includes one-third of its members, it may refuse to receive new members by traveling or transfer cards for 3 months, or, with the consent of the national president, for 6 months. At other times a valid card must always be received.

The constitution does not fix a definite strike benefit, but authorizes the executive board to levy such assessments as it may decide on to help a local union which has not money to carry on a contest.

Any member "traveling with road shows playing in theaters where a strike exists will only be allowed to receive half the salary that the schedule calls for." If a company discharges a member for refusing to work in any unfair house, the locals are to be asked to refuse to work with that company until the differences are adjusted.

The union reported to the Federation of Labor in the fall of 1900 that it had won 3 strikes during the preceding year, involving 500 men and benefiting 800. The cost was about $500.

Hours of labor.—August 1, 1900, the secretary reported that all the unions had secured a 48-hour week.

Wages.—The Stage Employees' Alliance has a class of members who are perhaps differently situated from any members of any other labor union, in that their regular occupation carries them constantly from place to place without change of employers. These are the men who accompany the traveling troops. For them the alliance has fixed a uniform minimum scale of wages, ranging from $35 a week for master machinists down to $20 for assistant property men and extra men.

NATIONAL STOGIE MAKERS' LEAGUE.

History.—The manufacture of the cheap cigars called stogies is almost confined to West Virginia, Pennsylvania, and Ohio. The Cigar Makers have felt their own interests to be threatened by the growth of the trade in stogies. They have forbidden the use of their label on any goods that are sold so cheap. They would have been glad to strangle the manufacture if it had been possible. The preamble to the constitution of the Stogie Makers' League begins as follows: "The establishment of a national organization among the various local bodies of stogie makers, who have maintained an existence in opposition to an unwarranted and tireless persecution by the Cigar Makers, has finally been effected." The president of the Stogie Makers' League denies, however, that his organization is antagonistic to that of the Cigar Makers, except in legitimate trade competition. He says: "The stogie industry is a separate and distinct trade, of rapid and wonderful growth, evidently affecting the production and sale of cigars, with an average wage above the average cigar wage."

As long ago as 1888, in the General Assembly of the Knights of Labor, the position of the stogie makers was discussed, and complaint was made of the attitude of the Cigar Makers' International Union and of the Federation of Labor toward them. Means were proposed for organizing the stogie makers under the jurisdic-

ade 6 months, on payment of an initiation fee of $3, and for the admission of elpers who have worked at the trade 1 year, on payment of an initiation fee of .50. A member who has been admitted as a helper and who has been promoted a journeyman's position may apply after 6 months to be rated as a journeyman. e is then to pay the remaining $1.50 of the journeyman's initiation fee. One-third the initiation fee goes to the national body. The per capita tax is 10 cents a onth. The board of trustees may authorize the national president to levy an ssessment to meet any extraordinary expense.

Strikes.—No local lodge may permit any of its members to go on strike unless by a two-thirds vote of the members present at a regular meeting or a well-advertised pecial meeting, and the decision must also be indorsed by the national board of rustees. The national board of trustees is enjoined to exhaust every honorable means of settling any grievance before indorsing a strike.

NATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES.

History.—The National Alliance of Theatrical Stage Employees of the United States and Canada was organized July 17, 1893. The number of locals and the number of members in successive years are given as follows:

Year.	Locals.	Members.	Year.	Locals.	Members.
1893	12	1,200	1898	58	3,500
1894	26	1,800	1899	71	3,750
1895	33	2,000	1900	76	3,750
1896	43	2,500	1901	87	4,000
1897	50	3,000			

The Alliance formerly had a conflict of jurisdiction with the electrical workers. The American Federation of Labor convention of 1896, on motion of the representative of the Electrical Workers, passed a resolution reciting that the Stage Employees had been doing work which belonged to the Electrical Workers, both in the theaters and out of them, and recognizing the trade jurisdiction of the Electrical Workers over such work. But the next convention of the Federation adopted a resolution reciting that the Brotherhood of Electrical Workers had conceded to the Stage Employees the control of work on the theatrical stage, and declaring that the Alliance of Stage Employees should have jurisdiction over all work back of the proscenium arch or stage line in theaters. It was understood that this resolution did not include engineers or firemen.

Objects.—The Alliance states its objects to be "the maintenance of a fair rate of wages for its members, and to see that only competent persons who are members of this Alliance are employed as carpenters, property men, gas men, electricians, stage hands, flymen, calcium and electro-calcium light operators in the various theaters throughout the United States."

Convention.—The convention is held annually. Each local is entitled to 1 delegate for the organization and 1 additional delegate for each 100 members or major part thereof. A local a thousand miles or more from the place where the convention is held may cast its full vote if it sends only 1 delegate. The expenses of the delegates are paid by their locals. The president, the first vice-president, and the secretary-treasurer, if not elected delegates, attend at the expense of the Alliance.

The constitution may be amended only by a majority vote of the convention.

Officers.—The officers are a president, three vice-presidents, and a secretary-treasurer. The officers constitute the executive board. The secretary gives a bond for $1,000, in a surety company, at the expense of the Alliance. The president receives no pay, but only his railroad fare and hotel expenses. The secretary-treasurer receives $300 a year, and his expenses when traveling. All officers are elected annually by the convention.

Local unions.—A local union can not be formed with less than 15 members. A smaller number may be constituted a branch under the jurisdiction of the nearest local. Applications for charters are passed on by the executive board. Any union applying for a charter must show by a certificate of the local central trades union that it is in good standing in the central body. Not more than one local can be formed in a city.

Discipline.—It is the duty of the master machinist to demand the membership card of every applicant for work, under a penalty of $1 for each omission. Any

TOBACCO WORKERS' INTERNATIONAL UNION.

History.—The Tobacco Workers' International Union was organized in 1895. It includes makers of plug, twist, fine-cut, and all chewing and smoking tobaccos, paper-wrapped cigarettes, and snuff. The number of locals in May, 1896, was reported as 25; in May, 1897, 29; in May, 1898, 36; in May, 1899, 40; in May, 1900, 57. The secretary said in his report to the convention of September, 1900: "It will be seen that out of the 58 charters issued there are now 44 in active state, which gives us a net increase of 16 locals over the number in active operation at the date of our last convention," in 1898. The number of members reported in September, 1900, was 6,677. The number reported at the previous convention—that of 1898—was 4,500. The secretary said at the convention of 1900 that nearly 25,000 members had been received during the preceding 5 years. The very large proportion of losses was attributed in large part to the policy of the tobacco trust, which had bought up and closed many factories, and in part to the increasing introduction of labor-saving machinery.[1]

Convention.—The constitution provides that the convention shall be held biennially, subject to call by referendum vote. Locals are ent tled to 1 delegate for 25 members, 2 delegates for 300 members, and 1 additional delegate for each additional 100 members above 300. Unions of less than 25 members unite with others of similar size in choosing delegates. Delegates who represent more than 100 members are entitled to a vote for each 100 or major part thereof. The international union allows to local unions $4 a day, including Sundays, for the attendance of delegates, together with transportation rates by the shortest routes.

The holding of a convention in 1899—at the regular time—was voted down by a majority of 2 938 on a popular vote. One was held in 1900.

Constitutional amendments.—The constitution is amended by a majority vote on referendum. Amendments may be proposed by the convention or by a local union with the assent of three other unions.

Officers.—The officers are a president, five vice-presidents, and a secretary-treasurer. The constitution declares that neither color nor sex is a bar to any official position. Officers are elected by ballot in the convention, each delegate casting votes according to the number of members he represents. A majority of such votes is necessary to election. An auditing committee of 3 is elected at the same time as the other officers. Its duty is to audit the accounts of the secretary-treasurer quarterly. The members give a bond for $1,000 each and receive $4 a day for their services, and railroad fare. The secretary-treasurer receives $15 a week and gives a bond for $5,000. The other members of the executive board receive $4 a day for attendance at meetings of the board, and railroad fare.

Local officers.—Local financial secretaries and treasurers are required to be bonded for from $100 to $500, according to the size of their locals. The premiums on the bonds are paid out of the funds of the local unions, and the bonds are deposited with the international secretary-treasurer.

Each local union is required to elect a finance committee of 3 to serve 1 year, whose duty is to audit the books and stamp accounts of the local financial officers once in 3 months and report to the international secretary-treasurer. Failure in these duties is punishable with a fine of not less than $2 for each offense.

In every place where there are more than 3 locals they must combine to elect 1 financial secretary-treasurer, who must keep a separate set of books for each union and attend all meetings of all unions. He receives a salary to which the several unions in the place contribute.

Each local recording secretary is required to make an annual report to the international secretary-treasurer on the state of trade, wages, hours of labor, and other conditions.

Membership.—Applicants are received upon their own statement of eligibility and by vote of the local executive board. No person can be received who is under 16 years old or over 60, or who by reason of sickness is incapable of working. All applications for membership are sent to the international secretary-treasurer. There the age of the member and the date of his initiation are recorded, and his due book is made out and given its serial number. The international secretary-treasurer keeps a record of the relations of each member to the union—suspension, expulsion, withdrawal, etc.

No foreman or forewoman who has power to hire or discharge is eligible to membership.

Color question.—The constitution declares that the organization "will draw no

[1] The Tobacco Worker, October, 1900, pp. 17, 18.

ine of distinction between creed, color, or nationality, but shall work hand in and for the common good of all." In the convention of 1900 the complaint arose hat colored members had been unjustly treated by white members in Covington, Ky., in that attempts had been made to exclude the colored from employment. The convention adopted a resolution urging all members to live up to the declared olicy of the union.[1]

Finances.—The charter fee of new locals is $5. The initiation fee is uniformly 1. If a member is suspended his reinstatement fee is $2. The dues are 10 cents week. The executive board has power to levy assessments to the extent of $1 a member in any year. In case of a lockout or strike the limitation is suspended. Assessments may also be levied by local unions. A member who fails to pay dues r fines, local or international, for 4 weeks is to be suspended; but a member out f work must be given 12 weeks, provided he reports twice a week to the local inancial secretary. A member who is sick and not entitled to sick benefit because e has not been 6 months a member can not be suspended until 4 weeks after he as recovered from his sickness.

Payment of initiation fees, dues, fines, and assessments is evidenced by adhesive stamps, issued by the international secretary-treasurer, which each member s under obligation to demand when he makes a payment and to affix in the proper place in his membership book. Shop collectors are chosen by the locals for each union shop, whose duty is to collect all payments due from members in their shops and to turn over the money to the local secretary within 48 hours, on pain of a fine of $5. The local secretary must forward all collections to the general office within 48 hours after he receives them. If they are not received within 1 week after the Saturday on which the collections should be made the president of the local union is to be notified.

Two-thirds of the fees, dues, and international fines (fines payable to the international union under the constitution) are to be sent to the international office; one-third belongs to the local union. All international assessments go to the general office and all local assessments are retained by the local union. All receipts of the international office are divided equally between the general expense fund, the sick and death benefit fund, and the strike benefit fund. The constitution provides that these funds shall not be transferable one to another.

The convention of 1900 passed a resolution canceling all indebtedness of local unions to the general body up to September 1, 1900. The resolution provided that for the future any indebtedness which might arise must be paid within 60 days, or the local would be suspended and not reinstated until the debt should be settled.[2]

The secretary said in his report to the convention of 1900 that the receipts from initiation fees and dues during the 5 years ending June 30, 1900, amounted to nearly $108,000, and that the share which went to the general fund was a little over $70,000. Additional assessments had been levied to the amount of a little over $7,000.

Benefits—*Death benefits.*—Upon the death of any person who has been a member for at least 1 year a funeral benefit of $50 is paid. Four thousand four hundred dollars were paid out for death benefits during the 5 years ending June 30, 1900.

Sick benefit.—One who has been for 6 months continuously a contributing member, if he becomes sick or disabled so that he can not attend to his usual vocation, is entitled to a sick benefit of $3 a week, payable for not more than 13 weeks in 12 months. Every person who claims sick benefit must be examined by a physician employed by the local union, at the expense of the international union, for the purpose. Every local must have a visiting committee of at least three members, whose duty is to visit sick members at least once a week, no two members going at the same time. Failure to perform the duties of the visiting committee involves a fine of 50 cents, and a false report involves a fine of $3 on each committee member. The committee are excused from visiting members who have contagious diseases. If admittance to a sick member is refused, the union is not obliged to pay the benefit. Female members are not entitled to sick benefit for 3 weeks before or 5 weeks after confinement.

Any member who is taken sick while traveling may draw benefits from the local union where he is by depositing his card. Since all benefits come from the international union, it is a matter of indifference where they are paid.

All applications for sick benefits and death benefits must be forwarded to the international secretary-treasurer on blanks furnished by the international union, and must be indorsed by the local executive board. Members of a local executive

[1] The Tobacco Worker, October, 1900, pp. 53, 54.
[2] The Tobacco Worker, October, 1900, p. 51.

board who knowingly indorse a false and illegal application for benefit are subject to a fine of $3 each.

During the 5 years ending June 30, 1900, $23,331 was paid out for sick benefits.

Strikes.—When any difficulty with employers arises, three officers of the local union must send a full statement of it to the secretary-treasurer for submission to the executive board. If more than one union exists in the locality, no application can be sustained unless all of them have voted on it and the proposition has been sustained by a majority of all votes cast. If more than 25 members are involved in any difficulty, it must be submitted to a general vote of the local unions and can only be approved by a two-thirds majority of the votes cast. Every local is required to vote in such cases within 1 week after receiving notice, on pain of a fine of $3, payable to the international union.

Members who participate in an authorized strike are entitled to a benefit of $3 a week, beginning on the day when the strike is approved by the authorities of the international union. The international executive board has power to appoint one or two members from other places to act with the local authorities in arranging the difficulty. If a settlement is agreed on which is not satisfactory to the union involved, it may be submitted to a general vote of all the local unions, and, if approved, is then binding.

Labor Day.—Men who work on Labor Day may be fined $2 at the option of the international executive board.

Wage scales.—Much emphasis was placed in the convention of 1900 on the desirability of establishing fixed wage scales wherever the union had the power. The secretary remarked that the union had necessarily devoted much of its strength to getting members in regions where unionism was scarcely known, and that considerations of wages had been postponed to this primary necessity. Established wage scales were grievously needed; all the more because many of the members live in the South, where labor is poorly paid and general conditions are bad.[1]

Official journal.—The monthly official journal, The Tobacco Worker, is edited by the secretary-treasurer, and is sent free to all members. "Any member of the International Union may write articles for publication in the official journal, and the editor is required to publish the same unless said article or articles should be injurious to the Tobacco Workers' International Union." A member whose communication is rejected may appeal to the executive board.

The secretary, in his report to the convention of 1900, said that the management of the journal had been governed by the following purposes:

First. To advertise the union label.

Second. To educate the people regarding the label and organization.

Third. To present the grievances of other organizations to our membership and ask their aid.

Fourth. To fight the trust and all trust-made tobacco.

Fifth. To eliminate as far as possible all political sentiments, personal grievances, and disputes.

The expense of printing the paper during the preceding year, from 7,000 to 10,000 per month, was reported as $2,663. The receipts from advertising, subscriptions, and sales were $2,799.[2]

Union label.—The union label is furnished free of charge to all strictly union shops. It is provided that no shop shall be considered strictly union unless all the employees who are eligible are members of the International Union. It is also required that all boxes, pails, buckets, or other articles used in shipping the product be made by union labor as far as practicable. The union claims jurisdiction over all local unions composed exclusively of makers of boxes for tobacco. A manufacturer who operates more than one shop can not use the label unless all his shops are union. The International Union allows to local unions an attorney's fee, and an additional amount of $25 for committee work, for prosecuting each case of counterfeiting of the union label, when approved by the international executive board.

The union label was adopted in July, 1895. The secretary reports that at the end of the first year 12 manufacturers were using it: at the end of the second year, 30; at the end of the third, 45; at the end of the fourth, 63; at the end of the fifth, 90. During the first year 18,246,991 labels were issued; during the second, 38,657,531; during the third, 55,648,342; during the fourth, 104,187,757; during the fifth, 130,600,934. In the summer of 1900 the secretary estimated that about one-fifth of the product of the trade was put out under the union label.

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[1] Tobacco Worker, October, 1900, pp. 20, 21.

[2] The Tobacco Worker, October, 1900, p. 21.

In 1900 the Tobacco Workers complained of the introduction of an independent label by a local union of cigarette makers in New York. The American Federation of Labor convention of 1900 passed a resolution condemning this action of the New York union, and promising the Tobacco Workers all possible assistance in driving out cigarettes which bear the New York label.[1]

UPHOLSTERERS' INTERNATIONAL UNION OF NORTH AMERICA.

History.—The Upholsterers' International Union of North America was organized in 1892. It takes in workers at upholstering, mattress making, carpet laying, and drapery work. In the summer of 1900 it reported 16 local unions and 1,300 members, all of whom were male; in June, 1901, 23 locals and about 2,000 members.

Convention and constitutional amendments.—The convention meets biennially on the second Monday in July, unless two-thirds of the local unions decide otherwise by a referendum vote. Each local union sends 1 delegate. Ex-delegates have the right to appear and speak in subsequent conventions, but not to vote or make any motion. The mileage of delegates is paid by the International Union; their other expenses by their locals. Every local which has 25 members must be represented. A smaller local may be represented by proxy, through the delegate of the nearest neighboring local.

Each delegate is the corresponding secretary of his local. When the delegate of any local is elected president of the International Union his local must elect another delegate.

The constitution may be amended by a two-thirds vote of the members of the convention. Provision is also made for a vote by referendum upon any measure of importance. Any local may propose laws for submission to the general vote. Thirty days is allowed for voting, and any local which does not report its vote within 15 days after the expiration of the 30 is counted as voting in the affirmative.

Officers.—The officers are a president, 5 vice-presidents, a treasurer, and 2 other members, who, with the president, the first vice-president, and the treasurer, constitute the executive board All the officers are elected by the convention by ballot. A clear majority is necessary to a choice, and in case of failure to elect the vote is repeated and the candidate who received the fewest votes is dropped.

The president fills also the place of a secretary. His salary is $624 a year.

The treasurer is required to deposit all money in a responsible bank, under the direction of the local of which he is a member. He may not have more than $50 in his possession at any time. His salary is $25 a year. He must be the delegate of such local union as may be chosen by the convention, and in case he is not reelected a delegate his successor as delegate is to assume the duties of treasurer. His local is responsible for all money and property of the International Union which he holds as treasurer. The local is directed to appoint an auditing committee of 3 members, in June and December, to examine his books and accounts, count the money in his possession, and report to the president of the International Union.

Statistics.—The delegate of each local union is directed to send to the international president quarterly a report of the name of each member proposed, elected, rejected, or suspended, with the cause of rejection or suspension, the average wages paid, and general statistics of the condition of the trade. The finance secretary is to make a detailed quarterly report of all money which he has collected, to the international president.

Shop delegates.—The constitution directs that every shop elect shop delegates, 1 for every 10 men or fraction thereof. It is the duty of these delegates to try to bring every worker in the shop into the union, and to watch the wages of the men, to see that none works below the scale. Where men are paid by the week the delegate must see that no man does more or less work than his wages amount to, estimating the work by the piece prices. The delegate must use every possible means to learn the amount of wages the men receive, and if a member of the union refuses to give the information he may be fined or suspended.

Employers.—Any member who becomes financially interested in an upholstering business which employs one or more upholsterers for 6 months, must take a withdrawal card.

Woman workers.—The constitution says, "No member of the Upholsterers' International Union is permitted to work in a shop or factory where female help is employed at upholstering or at any of its branches excepting as seamstress."

[1] American Federation of Labor Convention Proceedings, 1900, p. 170.

Apprentices.—The constitution provides that not more than 2 apprentices shall be employed in a shop of 10 journeymen or less, with 1 additional apprentice for every 10 journeymen or major part thereof. No boy may enter a shop as apprentice under the age of 14. After 6 months at work the apprentice is required to take out an apprentice's card from the local, for which he is to pay $1.

Finances.—The charter fee for new locals is $5. The per capita tax is fixed at "one-third of all dues collected each quarter, on a minimum basis of 25 cents per month each member." It amounts in practice to $1 a year. If the funds fall below $50 the president may levy an assessment of not more than 5 cents per capita. All official supplies of the locals must be bought from the international president, and this is doubtless a source of some revenue to the International Union. No local union may charge less than $2 for initiation, or less than 25 cents for monthly dues.

The constitution contains the curious provision that all money shall be forwarded to the treasurer "by post-office money order inclosed in a registered letter."

Strikes.—While the constitution provides that the decision of a local union to go on strike shall be subject to the approval of the president and executive board of the International Union, the provisions for enforcing the supervision of the general officers are not clear or specific. Striking members are entitled to benefits of $5 a week for single men and $7 a week for married men. Assessments for the support of strikes may be levied on the locals in proportion to their membership, excluding members on strike.

The union reported to the Federation of Labor in the fall of 1900 that it had won 8 strikes, compromised 4, and lost 2 during the preceding year. Three hundred members were involved, of whom 200 were benefited. The cost of the strikes was $3,000.

Employment bureau.—Each local union is expected to have an employment officer, to whom members out of employment are to report, and to whom members are to give notice of any vacancies they know of. The president of the International Union is designated chief employment officer, and the employment officers of the locals are directed to correspond with him upon employment matters.

Hours of labor.—The constitution forbids working more than 10 hours for a day's work, and forbids any member to work overtime for less than 50 per cent extra pay. The secretary asserts that these rules are enforced in every shop under the jurisdiction of the union.

Piecework.—The practice of piecework is general among the upholsterers, and the union approves of it.

Union label.—A union label was adopted by the upholsterers in September, 1898. The constitution provides that it is to be issued to any firm which employes only members of the International Union, that it is to be supplied by the local unions without charge, and that the members themselves are to place it upon the articles they make. The president reported in the summer of 1900 that 18 manufacturers were then using the label, that some 30,000 labels in the aggregate had been issued, and that the label was supposed to be used on about 5 per cent of output of the trade. In March, 1901, the secretary reported that about 3,000 labels a month were used. In June he stated that such a demand for the label had arisen, especially in San Francisco, Indianapolis, and Detroit, that the total consumption was then about 18,000 a month. In San Francisco alone, he said, from 12,000 to 15,000 labels a month would be used.

PART III.

COLLECTIVE BARGAINING, CONCILIATION, AND ARBITRATION.

CHAPTER I.

NATIONAL AND GENERAL TRADE SYSTEMS IN THE UNITED STATES.

I. THE COAL-MINING INDUSTRY.

1. **Early arbitration in the anthracite coal regions.**—The report of Mr. Joseph D. Weeks on arbitration, published by the Massachusetts Bureau of Labor in 1881, describes the early joint agreements of employers and employees in the anthracite coal regions. He states that during the war the conditions there were very unfortunate. There had been alternate periods of prosperity and depression in the coal industry, which had resulted in strikes and frequently in violence. The character of the miners of the anthracite regions had greatly degenerated.

On April 6, 1868, the Workingmen's Benevolent Association of Schuylkill County was established, and this in the following year was extended to various other parts of the anthracite region, a General Council of the Workingmen's Benevolent Association being formed at Hazleton in 1869. Soon after the employers formed the Anthracite Board of Trade of the Schuylkill Coal Region. In April the miners belonging to the Workingmen's Association inaugurated a general suspension of work. On May 11 the General Council of the Workingmen's Benevolent Association resolved to try to establish a scale of wages based upon the selling price of coal. In June the employers' association presented a series of propositions on this principle, and an agreement was soon reached by which work was resumed in the Schuylkill district, although the strike continued longer in the other districts. This agreement fixed a certain scale of wages to be paid when the price of coal should be $3 as a basis. The workingmen were to receive one-fifth of all advances above this price and a corresponding reduction should be made in their wages if the price fell.

As a matter of fact, prices remained considerably above $3 and the employers became dissatisfied with the higher wages which they were paying They accordingly proposed a reduction in wages, and the refusal of the employees to accept the terms proposed resulted in a prolonged strike in 1870. This was finally compromised by another sliding-scale agreement having a somewhat different basis.

The miners, however, broke this agreement with their employers early in 1871. Disputes had meanwhile arisen as to the rights of employers and employees in the matter of the recognition of unions and the granting of employment. Mr. F. B. Gowan, president of the Reading Railroad, proposed that the existing disputes as to wages and as to the conditions of employment should be settled by arbitration. An agreement was accordingly reached by which each side selected five arbitrators. These arbitrators met and chose Judge William Elwell as umpire. The representatives of the miners, however, refused to submit the question of wages to the decision of the umpire, and his judgment accordingly related only to the conditions of granting employment. A few weeks later, however, the miners of Schuylkill County agreed to abide by the decision of Judge Elwell as to the wages to be paid, and he accordingly established a new sliding scale. Within a

few months the price of coal fell below $2.75, which had been made the basis of the new sliding scale. The miners of one company after another, in violation of this award of the umpire, demanded that wages be kept up to the basis rates, and be not reduced with the lowered prices. The employers were forced to make this concession, but the action of the miners in thus seeking a temporary advantage resulted in the end of all attempts at arbitration in the anthracite region. Nevertheless joint agreements between organizations of employers and employees continued to be made from time to time in the anthracite region. The system of sliding scales prevailed up to the great strike in the anthracite field in 1900, but it could scarcely be said that they represented negotiations between employers and employees. The miners' organizations had virtually disappeared, and the sliding-scale system did little to prevent disputes. The demand of the miners in the strike of 1900 that the system be abolished was conceded.

Mr. Weeks also describes various early attempts at the formation of boards of conciliation and arbitration in the bituminous mines of western Pennsylvania and of Ohio, but none of these appear to have resulted successfully.

2. Bituminous coal field[1]—introduction.—The most imporant result of the recent movement in favor of more peaceful relations between employers and employees has been the establishment of a system of joint agreements covering the bituminous coal fields of Pennsylvania, Ohio, Indiana, and Illinois, and applying to more than 125,000 workingmen. Beginning in January, 1898, 4 annual conferences have been held between representatives of the United Mine Workers, the organization of employees, and representatives of the mine operators, who have no definite organization. These conferences agree upon a general basing scale of wages for the entire central competitive coal field covered by the system. On the basis of the general rate thus fixed special rates are adopted by local conferences of operators and miners, taking into account the wide differences in local conditions. One or two other matters of general importance, such as the size of screens to be used in screening coal previous to measurement, are covered by the general agreement, while the various local agreements in some instances are much more datailed, that adopted in Illinois between the State organization of the United Mine Workers and the Illinois Coal Operators' Association being especially elaborate. In Illinois there has also been developed within the past year or two a very satisfactory arbitration or conciliation system for the settlement of minor disputes arising in the interpretation of the joint agreement.

3. Origin of the bituminous agreement system.—It seems doubtful whether the system of collective bargaining and agreements which was established more than 30 years ago in the anthracite coal region had any influence in the establishment of the present system in the bituminous field. The labor organizations in the bituminous mines have had a very checkered existence. At various times they were relatively strong. During the period between 1880 and 1890, when the labor organizations were fairly well established, an attempt was made to introduce a system of agreements regarding the conditions of labor, but it never became thoroughly effective in preventing disputes. After the great strike of bituminous miners in 1894 there was a period of great depression in the mining industry. Wages fell greatly and the organizations among the miners became very weak. Conditions became so bad that finally in 1897 a very general strike of miners took place. During this strike the United Mine Workers greatly increased their membership. On account of the great prolongation of this strike and its serious effect upon the conditions of industry throughout the country, and particularly in the States directly concerned, the State boards of arbitration of Ohio, Indiana, and Illinois undertook to cooperate in bringing about a settlement. One of the chief difficulties encountered was the lack of uniformity in prices for mining among the mines in the same district and among the different districts, as well as the lack of uniformity in the methods of payment and measurement. At the instance of these boards a convention of Pittsburg coal operators was held in the latter part of July, 1897, which declared itself in favor of arbitration and drew up articles of agreement regarding wages and conditions of labor. By these articles an attempt was to be made to establish a system of arbitration as regards differentials in rates of wages between different districts. Meantime a joint convention of the leaders of the striking miners and of representative coal operators was held at Pittsburg, and later, pursuant to adjournment, at Columbus. An agreement was reached in September, which was ratified by a special national convention of the United Mine Workers. This brought an end to the strike. The success in reaching an agreement in this manner, as well as the desire to avoid disputes in the future and to establish uniformity throughout the central competitive coal field, led the

[1] See also testimony of various witnesses in the report on the Mining Industries, vol. xii, especially that of Mr. John Mitchell, p. 697, and of Mr. Hermann Justi, p. 677.

president of the United Mine Workers to call for a conference of the representatives of that organization and of representative coal operators at Columbus. This conference met on December 27, 1897, and issued a call for a joint convention of the miners and operators of the States of Pennsylvania, Ohio, Indiana, and Illinois to be held at Chicago January 17, 1898. This Chicago convention was the first of the series of annual conventions for the 4 central States, and the methods of negotiation established at that time have remained virtually unchanged.

4. Organization and methods of business of conferences.[1]—The joint conferences between the coal miners and operators of Pennsylvania, Ohio, Indiana, and Illinois are not carried on under any such formal system of organization as prevails in some of the English industries where joint boards have been introduced. Each conference adopts its own rules and issues a call for the succeeding conference only. Nevertheless the method of representation and of procedure seems to have been essentially unchanged during the 4 interstate conferences so far held. In fact, the methods employed have doubtless been copied more or less from those previously used in joint conferences representing the individual States as districts. Each of the 4 States taking part is allowed an equal number of votes in the conference, notwithstanding the fact that the importance of the coal interests represented is not equal in the different States. An earlier proposition, that representation should be somewhat in proportion to coal production, was rejected. Each State has 4 votes in behalf of the mine operators and 4 votes in behalf of the miners. Although in the convention a much larger number is always present, the miners' delegates in the convention of 1901 numbering 499 and those of the operators' 182, the greater share in the negotiations leading to the agreement falls to the joint scale committee established by the convention and composed of 4 members from each side for each State. In practice the operators, of course, designate their representatives on the scale committee and the miners select theirs.

The following are the rules adopted by the third conference, January, 1900, for its regulation.[2] The same rules were adopted, with one or two slight changes, in 1901:

"First. That the convention meet daily at 9 a. m. and 2 p. m., and adjourn at 12 m. and 5 p. m.

"Second. Special meetings may be held, or evening sessions, if so ordered.

"Third. That the Miners' representatives occupy the left side of the hall and the Operators' the right, facing the stage.

"Fourth. That each State be allowed the same number of votes on the floor of the house, four votes in behalf of the Operators and four votes in behalf of the Miners of each State.

"Fifth. That no vote be declared carried unless on the affirmative vote of the Miners and Operators of each State.

"That upon all questions of mere procedure the rules of parliamentary procedure, as stated in any standard manual, shall be the rules of this convention, and that in no event shall the rule requiring unanimous vote on all main and principal questions be suspended. Main and principal questions mean all questions affecting the proposed scale and agreement.

"Sixth. That each State represented in the convention have four operators and four miners on the scale committee, to be appointed with the understanding that each State may have an alternate for each representative, who shall have all the privileges of the scale committee, but shall have no vote except in the absence of his principal.

"Seventh. That sessions of the joint convention will be open to the public, except when otherwise ordered."

A study of the proceedings of the joint conferences shows that the greater part of the work of bringing about an agreement is performed by the joint scale committee, the ultimate question of the precise rate of wages being usually referred by that committee to a subcommittee of 16 members. The joint scale committee reports from time to time to the convention the progress which is being made, and after discussion in general conference the unsettled questions are referred back for further discussion. When the joint scale committee makes its final report it is usually adopted unanimously without change.

The most significant thing about the system is that it is one of conciliation, of negotiation between the parties directly interested, of "collective bargaining:" in short, it is not a system of arbitration. There is no provision in the agreement or in the rules for reference to outside arbitrators, and the whole method resolves itself into a bargaining between the two sides, in which an agreement is effected

[1] See reports of the four annual joint interstate conferences of coal miners and operators.

[2] Report of third conference, p. 27.

only because each party recognizes the evils which would result from ultimate failure to adopt a scale. The requirement that all votes of the convention and of the scale committee be unanimous is also an interesting and important one, showing that neither side is willing to trust the decision of such weighty questions to a vote of the members on the other side, plus, perhaps, only a single member from its own ranks. The reports of the proceedings show that usually each side presents at the outset a proposition, and that in the joint scale committee all the operators at first vote in favor of their own proposition, and all the miners in favor of theirs. Only after a long discussion is a compromise arrived at. Each point is thrashed out carefully. One side grants a concession in return for some advantage yielded by the other. The speeches in some cases are acrimonious, but probably each side from the beginning is resolved to make concessions if necessary rather than to break up without an agreement.

5. Extension of joint agreement system.—By dint of energetic effort on the part of the organizers of the United Mine Workers the membership of that body has been rapidly increased in several States not belonging to what is called the central competitive field, and not covered by the interstate joint agreement. With the extension of the organization has come the endeavor to establish the system of joint annual agreements with local associations or representatives of the employers. No little success has been obtained in this movement. Joint State or district conferences and agreements have been established, on the line of the interstate system, in Alabama, Kentucky, Tennessee, Missouri, Kansas, Iowa, Michigan, and central Pennsylvania, and under these agreements hours have very generally been reduced to 8 per day and wages considerably advanced.

The United Mine Workers are especially anxious to extend the interstate agreement to other States than the 4 now covered. At the 11th annual convention of the organization, in 1900, a motion was carried that the representatives of the miners attempt to secure the admission of Iowa, and all other States which were willing to apply for admission, to the joint conference of miners and operators. This demand was accordingly presented by the miners' delegates at the joint conference of 1900. Iowa and Michigan had actually sent representatives on behalf of both the operators and the miners to seek admission. The operators unanimously opposed the admission of these States, or of other States. One of their representatives declared that the extension of the joint agreement to new States would prove cumbersome, and was contrary to the very principles at the base of the interstate arrangement. Each State, he said, has its own questions, and the rule of the interstate conference requiring unanimous consent of all the delegates would result in preventing agreements if more States, with different ideas and interests, should be admitted. The operators of the 4 States already in the conference are not conversant with the conditions of mining in other States, and can not judge fairly in forming scales to cover them. Another representative of the operators suggested that the proper thing to do would be to organize a second group of States west of the Mississippi River, with Iowa as a nucleus, and to establish interstate agreements for that group. To attempt to bring all of the States into one organization would make the system break down of its own weight.

In reply to these arguments the miners urged that Iowa and other Western States were direct competitors of the four States covered by the joint agreement, and that the same policy which dictated the attempt to regulate the conditions of competition in the four States demanded the extension of the joint-agreement system to the more Western States. The purpose of the whole movement was to wipe out that excessive competition which forces wages below the living point. Iowa was as directly a competitor of Illinois and other States in the present system as West Virginia, which the operators were anxious to bring into the interstate conference. A representative of the Iowa operators, who was allowed to address the conference, presented essentially the same arguments as the miners. He was willing to further any plan to establish new groups of States having agreements among themselves, but he held that these groups would still compete with one another and with the central field, and that some form of agreement between all fields would be desirable. The central States would still be the basing point for coal prices, and the others ought to have some influence in determining the conditions in this basing district.

Since unanimous action on the part of the conference is required to reach a decision, and since all of the operators opposed the proposition to admit Iowa and other Western States, the movement for the time being failed. The same result followed an attempt to secure participation of the delegates from Iowa and Michigan to the convention of 1901.

The operators of West Virginia were invited to attend the first interstate conference, held in 1898, but they refused to do so. The operators in the four States

represented in the conference have repeatedly expressed the desire to bring West Virginia into the system, especially with a view to checking the alleged unfair competition of the operators in that State, who pay much lower wages than prevail in Pennsylvania, Ohio, Indiana, and Illinois. The operators have urged the United Mine Workers to extend their organization among the miners in West Virginia until it shall have become sufficiently powerful to force the West Virginia operators to pay higher wages and thus to be willing to enter the interstate conference. In connection with the discussion as to the admission of Iowa to the conference, a prominent representative of the operators, in 1900, charged the United Mine Workers with having failed to fulfill their earlier promise that they would increase their strength in West Virginia and force the operators of that State to make terms. He declared that out of 28,000 miners in West Virginia only 421 were members of the United Mine Workers, and that as a result of the low wages prevailing in that State it had been able rapidly to increase its output of coal, the prospect being that in 1900 the West Virginia output would exceed that of Illinois, bringing her up to the rank of the second coal-producing State in the Union. The United Mine Workers, he added, had been spending their money and their efforts in extending the organization into the more Western States, where the wages and conditions were fair, and where the competition with the central States was not excessive. Instead of this policy, the organization should put all of its efforts into bringing West Virginia into line. To this argument the miners appear to have made little reply. One of them urged, however, that the West Virginia operators had declared themselves unwilling to agree to pay higher wages so long as many operators in the districts covered by the joint agreement were continually breaking that agreement and cutting wages so as to compete severely with West Virginia.[1]

6. **Enforcement of joint agreements.**—The members of the United Mine Workers take to themselves credit on the ground that they have practically in no case refused to carry out the terms of the interstate agreements. Especially during the year 1899, when the conditions in the mining industry had so greatly improved as to warrant higher wages, the miners refrained from strikes or violations of the agreement.[2] Operators, however, hold that violations, though of a minor character, do occur, often against the will of the officers of the miners' organization.

The miners on the other hand complain that the operators not infrequently violate the agreements. As a matter of fact, there is no definite organization of all the operators of the four central States, and the agreements are signed only by a few operators as the representatives of those present in the convention, but with no particular power to coerce such operators as refuse to be bound. So, too, most of the subagreements in the different districts are signed by individual operators, not representing any strong organization. The miners declare that in such circumstances the burden of enforcing agreements as regards both parties falls upon the United Mine Workers' organization alone. The organization is expected to strike or threaten to strike in order to bring the rebellious operators to terms.[3]

It appears that most of the serious strikes in the central coal-producing States during the past two or three years have resulted from the refusal of the operators to abide by scales. As a general thing, the United Mine Workers have been sufficiently strong to bring the operators into line. Thus the operators of the Hocking Valley district, one of the most important, refused to sign or to recognize the agreement reached in Pittsburg in 1899, and only after considerable negotiations and threats of a general strike did they finally accede to the scale. The same was true regarding the block-coal operators of Indiana.[4] The serious strikes at Virden and Pana, Ill., in 1898, were also caused by the refusal of the operators of those districts to recognize the agreement.[5] There were during that year a considerable number of other similar strikes in Illinois. At the beginning of the scale year, April 1, 1899, about 5,000 miners were on strike for the purpose of enforcing scale rates, and 3,000 of these were still out in September, although afterwards most of the strikes were terminated in favor of the miners.[6]

The Illinois operators, as is pointed out below, now have a strong organization, and are undertaking more effectively to enforce obedience to the agreements on the part of operators and miners alike.

7. **Wages and conditions of labor under joint agreement system.**—The joint agreement which immediately succeeded the great strike of 1897, above described, while not

[1] Report Third Annual Joint Conference, pp. 36–43.
[2] See speech of Mr. Gompers, Eleventh Annual Convention of the United Mine Workers, pp. 4, 5.
[3] Report Third Annual Joint Conference, p. 41.
[4] Report Eleventh Annual Convention of the United Mine Workers, p. 16.
[5] See also account of the attitude of the operators at Virden and Pana, Ill., in this volume, p. 480.
[6] Report Tenth Annual Convention, p. 20.

so wide-reaching in its application as the annual agreements adopted thereafter, had a very important effect in securing uniformity in the rates for mining under similar conditions. By this agreement it was provided that neither owners nor operators of mines should be interested in company stores or in the sale of merchandise to their employees; that wages should be paid semimonthly, and that the price for pick mining in the thin-veined district of Ohio and Pennsylvania should be uniform, while the price for pick mining in the thick-veined district should also be uniform, the difference between the two rates being fixed. The rate of wages for the thin-veined district was fixed at 65 cents per ton, and for the thick-veined district at 56 cents per ton. This represented an advance in wages, as compared with the conditions before the strike, of a little over 20 per cent.

The later agreements established by the joint conferences of operators and miners for the four States of Pennsylvania, Ohio, Indiana, and Illinois have still further raised wages, and have established the base prices upon which local scales were to be constructed.

The rates of wages prevailing in the various mining districts in January, 1898, according to the Ohio State Board of Arbitration,[1] were as follows: Pittsburg district, thick vein, 48 to 52 cents per ton; thin vein, 65 cents per ton, except at mines of New York and Cleveland Gas Coal Company, where the rate was 55 cents per ton, coal being passed over standard screen; day's work, 10 hours. Ohio, generally 56 cents per ton, coal being passed over standard screen; day's work, 9 or 9½ hours. Indiana, 56 cents per ton over diamond-bar screen, with 1¼ inches space between bars; day's work, 9 hours. Illinois, 28 to 45 cents per ton for run-of-mine coal (i. e., coal as it comes from the mine, of all sizes, without screening); day's work, 10 hours.

The first joint convention, held at Chicago January 17, 1898, reached an agreement which was at first signed on behalf of the operators only by the representatives of Illinois, Indiana, and Pennsylvania, although after vainly endeavoring to obtain modifications in their favor the Ohio operators later acceded to the agreement. By this agreement a uniform rate of 66 cents per ton for screened coal was established for western Pennsylvania, Ohio, and Indiana, the differential previously existing in favor of Ohio and Indiana being abolished. The agreement provided for a uniform screen, 6 by 12 feet, having bars of not less than ⅝ of an inch surface with 1¼ inches between them, although the block-coal district of Indiana was allowed to use the diamond-bar screen. In Illinois, which as before was to remain under the run-of-mine system strictly, the price for mining was fixed at 40 cents per ton. The hours of labor for men working by the day were fixed at 8, and a joint committee of operators and miners was established to determine the wages to be paid to the different classes of day labor. This committee afterwards established a scale for day labor inside mines, ranging from $1.75 to $1.90 per day, except for trappers, who were to be paid 75 cents per day. Owing to the difference in conditions the committee could not agree upon a uniform rate of wages for outside labor.[2]

The Ohio State Board of Arbitration appears to uphold the contention of the Ohio coal operators that the removal of the differential in favor of Ohio coal as compared with Pittsburg coal was an injustice. During the year 1898, according to the State board, Ohio coal interests suffered severely, many mines being forced to discontinue operations, and the total output for the State being noticeably reduced. The board calls attention to the fact that the operators of West Virginia, who had refused to take part in the Chicago convention, have been paying lower rates for mining and that their output for the year 1898 accordingly considerably increased.[3]

In accordance with the agreement made at the Chicago convention in 1898, the interstate convention of miners and mine operators met for the second time at Pittsburg in January, 1899, for the purpose of agreeing upon a scale of wages for that year. After a session of 7 days the convention readopted the agreement of 1898, with the provision that the question as to the relative prices of pick mining and machine mining in Illinois should be settled by the Illinois State convention or by arbitration.[4]

During the year 1899 there was a very marked improvement in the condition of the coal trade and the miners came to the next convention, in January, 1900, with a demand for a great increase in wages. Indeed, they took credit to themselves because none of them had broken the agreement of 1899 by demanding higher wages before its expiration. Under instructions from the annual convention of their own organization, held just before, they demanded that all coal be paid for

[1] Report of the Ohio State Board of Arbitration, 1898, p. 22.
[2] Report of President to Tenth Annual Convention of the United Mine Workers, pp. 8–11.
[3] Report Ohio State Board of Arbitration, 1898, pp. 5, 17–25.
[4] Second Annual Joint Conference, p. 57.

on the run-of-mine basis throughout the 4 States covered by the agreement. This question caused prolonged discussion, but the miners finally withdrew from their demand, except as to Illinois, which had adopted previously the run-of-mine basis. After another period of negotiation an agreement was reached fixing the wages at a point intermediate between the demands of the miners and the rate which the operators had proposed in the first instance. This conference was the longest which had yet been held, lasting from January 23 to February 8. The agreement which was reached is so interesting that it is here printed in full:

INDIANAPOLIS AGREEMENT

Between the United Mine Workers of America and the coal operators of Pennsylvania, Ohio, Indiana, and Illinois.

Covering and effective during the scale year from April 1, 1900, to April 1, 1901.

It is hereby agreed:

SECTION I (*a*). That an advance of fourteen (14) cents per ton of two thousand (2,000) pounds for pick mined, screened coal shall take effect in western Pennsylvania thin vein, the Hocking, the basing district of Ohio, and the block coal district of Indiana.

(*b*) That the Danville district, the basing point of Illinois, shall be continued on an absolute run-of-mine basis, and that an advance of nine (9) cents per ton over present prices be paid in the district named.

(*c*) That the bituminous coal district of Indiana shall pay forty-nine (49) cents per ton for all mine-run coal loaded and shipped as such. All other coal mined in that district shall be passed over a regulation screen, and be paid for at the rate of eighty (80) cents per ton of two thousand (2,000) pounds for screened lump.

SECTION II. That the screen hereby adopted for the State of Ohio, western Pennsylvania, and the bituminous district of Indiana shall be uniform in size, six (6) feet wide by twelve (12) feet long, built of flat or Akron shaped bar of not less than five-eighths (⅝) of an inch surface, with one and one-fourth (1¼) inches between bars, free from obstructions, and that such screen shall rest upon a sufficient number of bearings to hold the bars in proper position.

SECTION III. That the block coal district of Indiana may continue the use of the diamond bar screen, the screen to be seventy-two (72) feet superficial area, of uniform size, one and one-quarter (1¼) inches between the bars, free from obstruction, and that such screens shall rest upon a sufficient number of bearings to hold the bars in proper position.

SECTION IV. That the differential between the thick and thin vein pick mines of the Pittsburg district be referred to that district for settlement.

SECTION V (*a*). That the price of machine mining in the bituminous district of Indiana shall be eighteen (18) cents per ton less than the pick mining rate for screened lump coal, when punching machines are used; and twenty-one and one-half (21½) cents per ton less than pick mining rates when chain machines are used.

When coal is paid for on run-of-mine basis, the price shall be ten (10) cents per ton less than the pick mining rate when punching machines are used, and twelve and one-half (12½) cents per ton less than pick mining rates when chain machines are used.

(*b*) That the machine mining rate in the Danville district, the basing point of Illinois, on both punching and chain machines be thirty-nine (39) cents per ton.

SECTION VI. That the machine mining rate in the thin vein of the Pittsburg district, and the Hocking, the basing district of Ohio, for shooting, cutting, and loading, shall be advanced nine (9) cents per ton; and that the block coal district of Indiana shall be advanced eleven and one-half (11½) cents per ton.

SECTION VII. That the mining rates in the central district of Pennsylvania be referred to that district for adjustment.

SECTION VIII. That the advance on inside day labor be twenty (20) per cent, based on the present Hocking Valley scale; with the exception of trappers, whose compensation shall be one dollar ($1.00) per day.

SECTION IX. That all narrow, dead work and room turning shall be paid a proportionate advance with the pick mining rate.

SECTION X. That internal differences in any of the States or districts, both as to prices or conditions, shall be referred to the States or districts affected for adjustment.

SECTION XI. The above scale is based upon an eight (8) hour workday.

The foregoing scale, having been unanimously adopted by the interstate convention of miners and operators, at Indianapolis, Indiana, on February 2d, 1900, in witness hereof we hereto attach our signatures:

In behalf of operators,
F. L. ROBBINS,
WM. B. RODGERS,
For Pennsylvania.
J. S. MORTON,
WALTER J. MULLINS,
For Ohio.
J. SMITH TALLEY,
A. M. OGLE,
For Bituminous District of Indiana.
W. W. RISHER,
M. H. JOHNSON,
For Block Coal District of Indiana.
E. T. BENT,
CHAS. E. HULL,
For Illinois.

In behalf of miners,
P. DOLAN,
WM. DODDS,
For Pennsylvania.
W. H. HASKINS,
T. L. LEWIS,
For Ohio.
WILLIAM WILSON,
BARNEY NAVIN,
For Block Coal District of Indiana.
W. D. VAN HORN,
J. H. KENNEDY,
For Bituminous District of Indiana.
JOHN M. HUNTER,
W. D. RYAN,
For Illinois.

In behalf of U. M. W. of A.,
JOHN MITCHELL, *President.*
W. C. PEARCE, *Secretary.*

Attest:
F. S. BROOKS, *Secretary.*

This agreement provided for an advance of 14 cents per ton for mining screen coal in Pennsylvania, Ohio, and the block coal district of Indiana. This rai the pick-mining rate from 66 cents to 80 cents. The operators had offered advance of 9 cents, while the miners had demanded an advance of 20 cents. T run-of-mine system, which was excluded in Ohio and Pennsylvania, was ma optional in the bituminous coal district of Indiana, and remained compulsory Illinois. The rate for run-of-mine coal was fixed at 49 cents in Illinois and In ana, as compared with 40 cents in the preceding year. The question of the diff ential between pick mining and machine mining, which had caused no lit discussion, was finally settled by this agreement. An advance of 20 per cent wages for day labor inside of mines was also agreed upon, this advance being nearly the same proportion as that in the rates per ton for mining. The uni states the advance of the mining rate at 21.21 per cent.

At the fourth annual joint conference, held at Columbus, Ohio, January 31 a February 9, 1901, this agreement was renewed and continued in force for the ye from April 1, 1901, to April 1, 1902.

8. State and local agreements and arbitration.—The joint annual conference repr senting the coal mining interests of the four States of Pennsylvania, Ohio, Illinoi and Indiana attempts to determine only such matters as are of common importan to all of these States. The different conditions of mining in various localiti make it desirable that certain modifications or special arrangements should b made for them as to many matters. In fact the policy of the joint conference to establish only such terms as are necessary to make the conditions of competitio between the operators of the different States fair. Questions which affect onl the operators and miners of a single State or district are referred to the localit for settlement.

Most of the local agreements[1] are made by conferences between representative of the local organizations of the United Mine Workers and the operators. Ther are in most instances no very formal organizations of the coal operators and th conferences, by which the joint agreements are adopted, are of a very informa character, not established or regulated by permanent constitution or agreement

Ohio.—There are 6 or 7 of these joint agreements covering the different district in Ohio. Perhaps the most elaborate of these fixes the mining scale and the con ditions of labor for the Hocking Valley, which is the district taken as a basin point in the scales adopted by the joint conferences of the four central States. Thi agreement for the Hocking Valley fixes not only the general rate for pick mining (80 cents for lump coal and 57½ cents for run-of-mine coal), but also establishes a scale of prices for work in entries, for day labor inside the mines ($2.10), for cut ting and loading in connection with machine mining, and for various other specia classes of work. The agreement also regulates the docking system, providing that for less than 150 pounds of dirt per ton of coal no reduction shall be made in the weighing of the coal, while for 150 pounds of dirt or over, 350 pounds of good coal shall be deducted, and for 300 pounds of dirt, 700 pounds of good coal shall be deducted. The agreement further regulates the system of turns and of check-offs, the limit of loading mine cars, the use of sprags, the size of rooms in mines, the removal of slate, and several other special matters of this sort.

The joint agreement for the *Pittsburg* district for the year beginning April 1, 1900, contained no provisions except as to prices and wages for different classes of work.

Indiana.—In this State there are two agreements, one covering the bituminous-coal field and the other what is known as the block-coal field. The agreement for the bituminous-coal field contains a number of regulations in addition to those fixing the rates for different kinds of work. The most important of these provisions relates to the settlement of differences between the operators and the miners. Pending such settlement, no stoppage of work is permitted. If the parties immediately affected can not reach an agreement the question shall be referred to the board of arbitration, consisting of two operators chosen by the interested operator, two miners selected by the United Mine Workers, and if these can not reach an agreement, a fifth, to be selected by them. The decision of this board is to be final. This is, perhaps, the most thoroughgoing system of arbitration which is provided in any of the coal fields except Illinois. The agreement also recognizes the mine committee of the United Mine Workers for each mine, but provides that it shall exercise no other control over the operation of the mine than the adjustment of disputes between the mine boss and members of the union.

[1] See Report of Fourth Joint Conference, pp. 1–41.

In the block-coal district the agreement also provides for the peaceful settlement of disputes. If the parties affected can not reach an adjustment they shall fer the matter to the executive board of the United Mine Workers for the block-al district and an equal number of operators, whose action shall be final. There however, no provision for selecting an umpire in case of failure to agree.

3. The Illinois system.—The most elaborate system of joint agreements regarding e details of mining has been established in Illinois. The importance of the sys-m may be judged by the fact that it applies to fully 40,000 wage-earners. In that ate the coal operators are at present thoroughly organized and are able, as is arcely the case in other States, to enforce effectively the carrying out of joint reements on the part of each operator.

The Illinois Coal Operators' Association was organized in December, 1897. Its esent constitution, adopted January 29, 1901, declares that "its object is to gotiate and make effective agreements with labor organizations, fixing the ages and conditions of employment in and about the coal mines of Illinois, and prepare statistics of the coal industry." Any person, firm, or corporation oper-ing a coal mine is eligible for membership and entitled to one vote, the member-ip fee being $2 per mine operated by the applicant and the annual dues $5 per ine. The association has also power to levy assessments on its members. One the most interesting provisions of the constitution is that regarding the main-nance of wage scales and obedience to joint agreements:

"Every member obligates and pledges himself to maintain and observe the ntracts and agreements entered into by the association, paying no more nor less an agreed prices, and making no more favorable conditions than set forth erein—any changes to be considered a violation of such contracts or agree-ents; and for any failure or refusal to do so, when charges have been preferred d proven, may be expelled from the association by a majority vote of the asso-ation, or by a majority vote of the executive committee at any meeting of said mmittee.

"But in recognition of the fact that this is purely a voluntary organization, signed to negotiate agreements acceptable to the majority interest, without ndue prejudice to the rights of the minority, it is therefore the right and privi-ge of any member dissenting from any agreement or contract made or executed y the association to withdraw from the association by filing written notice of ch withdrawal with the recording secretary not more than fifteen (15) days fter the making or execution of said contract."

The association has an executive committee of two members from each of the 9 ining districts into which the State is divided, with provision for a third mem-er in certain districts. This committee acts as the scale committee in the con-rences with the miners, and as a grievance committee with power to investi-ate all alleged violations of existing agreements. There is, however, no definite rovision regarding the fining of members who violate agreements. The most cent action of the operators' association, with regard to the settlement of dis-utes, is the establishment of a commission, the chief object of which is to inves-gate local differences regarding the interpretation of the joint agreements and her matters and to cooperate with the officials of the United Mine Workers in ringing about a peaceful settlement. The work of this commission is described ore fully below.

The representatives of the Illinois Coal Operators' Association have, since the inter of 1898, met annually in conference with the State organization of the nited Mine Workers for the establishment of a State scale of wages and the gulation of the conditions of mining.[1] These conferences are conducted in most precisely the same manner as those covering the four Central States. There s no formal constitution for the joint organization nor any agreement providing r its permanent establishment. Nevertheless, by custom a practically uniform ethod of organization and procedure has been adopted. The conferences are eld at the same time as the annual conventions of the State organization of the nited Mine Workers. A very large proportion of the representatives attending he convention of the mine workers also attend the joint convention. At the nvention of 1901 there were 268 delegates representing the miners and 155 embers of the Illinois Coal Operators' Association. On the floor of the house, owever, each organization is allowed an equal number of votes, 4 on each side, nd no motion is "declared carried unless upon the affirmative vote of the miners nd operators." A further rule, which has been adopted at each convention, pro-ides for a scale committee, consisting of 2 operators and 2 miners from each of

[1] See reports of joint conventions of Illinois coal miners and operators. The report of 1901 is especially complete.

the 9 districts. The main work of agreeing upon a scale of wages and condition of employment falls to this scale committee, although the other delegates remain in attendance until it has reached an agreement, and from time to time meetings of the entire convention are held to discuss partial recommendations of the committee. The joint convention of 1901 lasted from February 25 to March 11.

It is especially important to observe that this system, like that of the joint conferences for the four Central States, is one of conciliation and not of arbitration. The parties must come ultimately to a unanimous agreement, working out their differences, and there is no provision for reference to an outside arbitrator.

The joint agreements reached in this way have become exceedingly elaborate, and additional regulations from year to year have been inserted in them. The conditions in the different mining districts of Illinois vary so greatly that a large number of different rates for mining are necessary.

In addition to the special provisions for the different mining districts contained in the State agreement, special agreements are made in many of the districts and subdistricts between local conferences of miners and operators. In fact, the joint-agreement system has been carried almost, if not quite, to its logical completion in Illinois. Conditions of national importance are fixed by the interstate agreement, those of importance to the entire State by State agreements, and local conditions are established by local agreements. The reason for fixing the general scale of wages for each district by one State agreement arises from the necessity of equalizing the conditions of competition among mine operators in the different districts.

The Illinois State agreement of 1901 (printed in full below) regulates in very considerable detail the methods of labor. In particular, provisions are inserted to prevent careless mining, to provide for the docking of wages in case of the loading of unduly impure coal, and to define the duties of the miner with regard to the use of timber, blasting, and other methods of mining. The price of powder is fixed at $1.75, and the charge for blacksmithing is also established. The meaning of the 8-hour day is carefully defined. The duties and rights of drivers and of various other special classes of employees are further regulated.

The most important provisions of the Illinois joint agreement of 1901 are those regarding the settlement of disputes. While no permanent and all-powerful board of arbitration is established, the intention of doing away with strikes and lockouts during the existence of the joint agreement is made clear. The mine operators recognize the organization of the United Mine Workers, virtually agreeing to employ no miners not belonging to the organization. The "pit committee" for each mine is also recognized, although its duties are limited to the adjustment of disputes, and it is prohibited from interfering with the working of the mine or going about the mine unless called on account of a grievance. In particular, it is provided that the operator or his manager shall have the general direction of the working force and the right to hire and discharge employees at will, subject to the provision regarding the employment of union members. Any employee who is suspended or discharged, however, may demand an investigation as to charges against him, which shall be conducted and settled in the same manner as investigation concerning disputes as to other matters.

In case a dispute arises in any mine the "pit committee" and the local president of the miners' union are empowered to settle it with the pit boss if possible. In the event of a disagreement the matter is referred to the superintendent of the company and the president of the miners' local executive board. The next resort is to the superintendent of the company and the miners' president of the subdistrict, and finally the dispute may be carried to the higher officials of the company and the State officials of the United Mine Workers. There is no provision in the agreement for reference to an outside arbitrator. In practice, although the joint agreement makes no reference to this method, disputes which can not be otherwise settled are at present usually referred to the commissioner of the Illinois Coal Operators' Association, above mentioned, and the State officers of the United Mine Workers. The duties of the commissioner of the Coal Operators' Association, who is at present Mr. Herman Justi, are chiefly to cooperate with the officials of the United Mine Workers in investigating grievances and alleged violations of the joint agreement.[1] The representatives of the conflicting parties are invited to appear and to present testimony bearing on the questions at issue. If necessary, the miners' officials and the commissioner, with witnesses and parties in interest, visit the mine and examine the conditions at first hand. There is no

[1] See testimony of Mr. Justi, Reports of Industrial Commission, vol. xii, p. 677; also various pamphlets issued by the Coal Operators' Association, particularly "Plans of conciliation and arbitration," an address before the conference of the National Civic Federation at Chicago, December, 1900, also published in the report of that conference.

authority on the part of the informal joint board thus created to render a binding decision, unless by the agreement of the parties in interest, but, in general, its recommendations are accepted. On this subject Mr. Justi stated in December, 1900:

"Of the 100 or more cases that have been presented for adjustment since this commission was established on June 1 of the present year, a decision was promptly reached in all but 3 of the cases, one of which has since been decided. Unable to agree on these 3 questions, the miners' officials decided to refer them to the national president of the Mine Workers' Union of America, who, with the commissioner of the Illinois Coal Operators' Association, has had them under consideration, one of them having been disposed of and the other two still remaining undecided."

One of the most important disputes which has arisen in the Illinois mining district was settled in April, 1901. It related to the interpretation of the sixteenth clause in the State agreement as regards its application to the Danville subdistrict. This clause provided that the scale of prices should include "except in extraordinary conditions, the work required to load coal and properly timber the working places in the mine;" it also provided that the miners must "shoot" their coal carefully, and established certain other detailed regulations. Disagreement arose as to the definition of "extraordinary conditions" and as to compensation for so-called "dead work" in the district. A joint meeting of miners and operators of the subdistrict was held, and it was agreed to refer the matter to Mr. Mitchell, president of the United Mine Workers of America, and Mr. Justi. These two officials visited a number of mines and made a most thorough investigation. They succeeded in agreeing upon a detailed series of recommendations. While the methods of mining in dispute were necessarily of such a character, as pointed out in the recommendations, that absolutely definite rules could not be applied, and while the first recommendation of all was that both parties should act in the spirit of mutual fairness and conciliation, a number of fairly precise rules were laid down. The decision in general favored the contentions of the operators. This recommendation was adopted by the contending parties.[1]

Both miners and operators in Illinois seem well satisfied with the working of the joint-agreement system and with the provisions for settling minor disputes arising under it. Strikes have not been absolutely done away with, but they have been reduced to a minimum. A circular of the Illinois Coal Operators' Association, dated April 10, 1901, states that at the joint convention of 1901 the operators proposed a clause in the agreement providing for fining those violating any of its provisions. The miners admitted that the operators had some cause for complaint because of local strikes, but declared that they believed that their organization could suppress them in the future with the cooperation of the operators. The president of the State organization of miners declared at that time that if the miners persisted in violating the agreements the organization would be willing to provide for a penalty or some other effective means of enforcing the agreement.

Illinois Agreement as to Mining Prices and Conditions, 1901-2.

Agreement.

Whereas a contract between the operators of the competitive coal fields of Pennsylvania, Ohio, Indiana, and Illinois and the United Mine Workers of America has been entered into at the city of Columbus, Ohio, Feb. 9, 1901, by which the present scale of prices at the basic points as fixed by the agreement made in Indianapolis, Ind., Feb. 2, 1900, is continued in force and effect for one year from April 1, 1901, to March 31, 1902, inclusive; and

Whereas this contract fixes the pick-mining price of bituminous mine-run coal at Danville at forty-nine cents per ton of two thousand pounds: Therefore be it

Resolved, That the prices for pick-mined coal throughout the State for one year beginning April 1, 1901, shall be as follows:

First District.

Streator, Clarke City, and associated mines, including Toluca thick vein	58c
Third vein and associated mines, including twenty-four inches of brushing	76c
Wilmington and associated mines, including Bloomington thin vein, including brushing	81c
Bloomington thick vein	71c
Pontiac, including 24 inches of brushing	81c
Pontiac top vein	58c
Cardiff long wall	81c

Note.—An additional ten cents per ton shall be paid in all such places where the weight does not force the mining, until July 1, 1901. In other respects, Wilmington conditions shall prevail.

Marseilles and Seneca—Price to be determined by Messrs. Justi and Russell and become a part of this contract.

[1] See pamphlet entitled "Decision of the Commission Selected by the Operators and Miners of the Danville Subdistrict . . . April 27, 1901," reprinted in Reports of Industrial Commission, vol. xii, p. 694.

SECOND DISTRICT.

Danville, Westville, Grape Creek, and associated mines in Vermillion County 49c

THIRD DISTRICT.

Springfield and associated mines 49.7c
Lincoln and Niantic 53c
Colfax 53c

FOURTH DISTRICT.

Mines on C. & A., south of Springfield, to and including Carlinville; including Taylorville, Pana, Litchfield, Hillsboro, Witt (Paisley), Divernon, and Pawnee 49c

NOTE.—The foregoing scale, in so far as it relates to the Pana mines, is effective subject to modification by joint action of the State executive boards of the United Mine Workers and the Illinois Coal Operators' Association. A joint commission, consisting of three men to be appointed by the Illinois Coal Operators' Association and three men appointed by the United Mine Workers shall convene at Pana prior to April 1, 1901, and shall give a full hearing to all parties in interest, and as soon thereafter as practicable shall report their findings and recommendations; upon which there shall be a joint meeting of the executive committees of the two associations and suitable action taken based upon such findings and recommendations. Provided, that in case no change is jointly agreed upon by the executive committees of both associations the Pana scale as herein fixed shall be effective for the scale year.

[Similar detailed prices for different mines in the five other districts follow.]

* * * * * * *

1st. The Columbus convention having adopted the mining and underground day labor scale in effect April 1, 1900, as the scale for the year beginning April 1, 1901, no changes or conditions shall be imposed in the Illinois scale for the coming year that increase the cost of production of coal in any district in the state, except as may be provided.

2d. No scale of wages shall be made by the United Mine Workers for mine manager, mine manager's assistant, top foreman, company weighman, boss drivers, night boss, head machinist, head boilermaker, head carpenter, night watchmen, hoisting engineers. It being understood that "assistant" shall apply to such as are authorized to act in that capacity only. The authority to hire and discharge shall be vested in the mine manager, top foreman, and boss driver. It is further understood and agreed that the night watchman shall be exempt when employed in that capacity only.

3d. Any operator paying the scale rate for mining and day labor under this agreement shall at all times be at liberty to load any railroad cars whatever, regardless of their ownership, with coal, and sell and deliver such coal in any market and to any person, firm, or corporation that he may desire.

4th. The scale of prices for mining per ton of 2,000 pounds run-of-mine coal herein provided for is understood in every case to be for coal free from slate, bone, and other impurities, loaded in cars at the face, weighed before screening; and that the practice of pushing coal by the miners shall be prohibited.

5th. (a) Whether the coal is shot after being undercut or sheared by pick or machine, or shot without undercutting or shearing, the miners must drill and blast the coal in accordance with the State mining law of Illinois, in order to protect the roof and timbers in the interest of general safety. If it can be shown that any miner persistently violates the letter or spirit of this clause he shall be discharged.

(b) The system of paying for coal before screening was intended to obviate the many contentions incident to the use of screens, and was not intended to encourage unworkmanlike methods of mining and blasting coal, or to decrease the proportion of screened lump, and the operators are hereby guaranteed the hearty support and cooperation of the United Mine Workers of America in disciplining any miner who from ignorance or carelessness or other cause fails to properly mine, shoot, and load his coal.

6th. In case slate, bone, sulphur, or other impurities are sent up by the miner it shall be the duty of the trimmer of the car to call the attention of the weighman and checkweighman to the same, and the miner so offending shall for the first offense be suspended for one day or fined one dollar; for the second offense he shall be suspended for three working days or fined two dollars; for the third and each subsequent offense occurring in any one month he shall be suspended, discharged, or fined four dollars; provided, that in malicious or aggravated cases, the operator shall have the right to suspend or discharge for the first or any subsequent offense. Any miner abusing or seeking to embarrass the trimmer for performing his duty shall be fined three dollars or discharged. The proceeds of all fines to be paid into the checkweighman's fund. Under no circumstances shall fines be remitted or refunded.

7th. The miners of the State of Illinois are to be paid twice a month, the dates of pay to be determined locally, but in no event shall more than one-half month's pay be retained by the operator. When the men locally so demand, statements will be issued to all employees not less than twenty-four hours prior to pay day. No commissions will be charged for money advanced between pay days, but any advances between pay days shall be at the option of the operator.

8th. The price for powder per keg shall be $1.75. The miners agree to purchase their powder from their operators, provided it is furnished of standard grade and quality; that to be determined by the operators and expert miners jointly where there is a difference.

9th. The price for blacksmithing for pick mining shall be six-tenths or a cent per ton for room and pillar work and twelve and one-half cents per day per man, or twenty-five cents per month for long wall for pick and drill sharpening.

10th. It is understood that there is no agreement as to the price of oil.

11th. The inside day-wage scale authorized by the present agreements—i. e., the Columbus scale of 1898, plus an advance of twenty per cent—shall be the scale under this agreement; but in no case shall less than $2.10 be paid for drivers.

12th. The above scale of mining prices is based upon an eight-hour work day, and it is definitely understood that this shall mean eight hours, work at the face, exclusive of noon time, six days a week, or forty-eight hours in the week, provided the mine desires to work, and no local ruling shall in any way affect this agreement or impose conditions affecting the same. * * *

13th. (a) The duties of the pit committee shall be confined to the adjustment of disputes between the pit boss and any of the members of the United Mine Workers of America working in and around the mine, for whom a scale is made, arising out of this agreement or any subdistrict agreement made in connection herewith, where the pit boss and said miner or mine laborer have failed to agree.

(b) In case of any local trouble arising at any shaft through such failure to agree between the pit boss and any miner or mine laborer, the pit committee and the miners' local president and the pit

ness are empowered to adjust it; and in the case of their disagreement it shall be referred to the superintendent of the company and the president of the miners' local executive board where such exists, and shall they fail to adjust it—and in all other cases—it shall be referred to the superintendent of the company and the miners' president of the subdistrict; and should they fail to adjust it, it shall be referred in writing to the officials of the company concerned and the State officials of the United Mine Workers of America for adjustment; and in all such cases the miners and mine laborers and parties involved must continue at work pending an investigation and adjustment until a final decision is reached in the manner above set forth.

(c) If any day men refuse to continue at work because of a grievance which has or has not been taken up for adjustment in the manner provided herein, and such action shall seem likely to impede the operation of the mine, the pit committee shall immediately furnish a man or men to take such vacant place or places at the scale rate, in order that the mine may continue at work; and it shall be the duty of any member or members of the United Mine Workers who may be called upon by the pit boss or pit committee to immediately take the place or places assigned to him or them in pursuance hereof.

(d) The pit committee in the discharge of its duties shall under no circumstances go around the mine for any cause whatever unless called upon by the pit boss or by a miner or company man who may have a grievance that he can not settle with the boss; and as its duties are confined to the adjustment of any such grievances, it is understood that its members shall not draw any compensation except while actively engaged in the discharge of said duties. The foregoing shall not be construed to prohibit the pit committee from looking after the matter of membership dues and initiations in any proper manner.

(e) Members of the pit committee employed as day men shall not leave their places of duty during working hours, except by permission of the operator, or in cases involving the stoppage of the mine.

(f) The operator or his superintendent or mine manager shall be respected in the management of the mine and the direction of the working force. The right to hire must include also the right to discharge, and it is not the purpose of this agreement to abridge the rights of the employer in either of these respects. If, however, any employee, shall be suspended or discharged by the company, and it is claimed that an injustice has been done him, an investigation, to be conducted by the parties and in the manner set forth in paragraphs (a) and (b) of this section, shall be taken up at once, and if it is determined that an injustice has been done, the operator agrees to reinstate said employee and pay him full compensation for the time he has been suspended and out of employment; provided, if no decision shall be rendered within five days the case shall be considered closed in so far as compensation is concerned.

14th. The wages now being paid outside day labor at the various mines in this State shall constitute the wage scale for that class of labor during the life of this agreement; provided, that no top man shall receive less than $1.80 per day.

15th. In the event of an instantaneous death by accident in the mine, the miners and underground employees shall have the privilege of discontinuing work for the remainder of that day, but work, at the option of the operator, shall be resumed the day following, and continue thereafter. In case the operator elects to operate the mine on the day of the funeral of the deceased, individual miners and underground employees may at their option absent themselves from work for the purpose of attending such funeral, but not otherwise. And in the event that the operator shall elect to operate the mine on the day of such funeral, then from the proceeds of such day's operation each member of the United Mine Workers of America employed at the mine at which the deceased member was employed shall contribute fifty cents and the operator $25.00 for the benefit of the family of the deceased or his legal representatives, to be collected through the office of the company. Except in case of fatal accidents, as above, the mine shall in no case be thrown idle because of any death or funeral; but in the case of the death of any employee of the company or member of his family, any individual miner may, at his option, absent himself from work for the sake of attending such funeral, but not otherwise.

16th. (a) The scale of prices herein provided shall include, except in extraordinary conditions, the work required to load coal and properly timber the working places in the mine, and the operator shall be required to furnish the necessary props and timber in rooms or working face. And in long wall mines it shall include the proper mining of the coal and the brushing and care of the working places and roadway according to the present method and rules relating thereto, which shall continue unchanged.

(b) If any miner shall fail to properly timber and care for his working place, and such failure shall entail falls of slate, rock, and the like, or if by reckless or improper shooting of the coal in room and pillar mines, the mine props or other timbers shall be disturbed or unnecessary falls result, the miner whose fault has occasioned such damage shall repair the same without compensation; and if such miner fails to repair such damage he shall be discharged.

In cases where the mine manager directs the placing of cross-bars to permanently secure the roadway, then, and in such cases only, the miner shall be paid at the current price for each cross-bar when properly set.

The above does not contemplate any change from the ordinary method of timbering by the miner for his own safety.

17th. The operators will recognize the pit committee in the discharge of its duties as herein specified, but not otherwise, and agree to check off union dues and assessments from the miners and mine laborers, when desired, on the individual or collective continuous order prepared by the attorneys representing both the miners and operators, as at present existing, and when such union dues and assessments are collected through the office card days shall be abolished.

18th. The operators shall have the right in cases of emergency work, or ordinary repairs to the plant, to employ in connection therewith such men as in their judgment are best acquainted with and suited to the work to be performed, except where men are permanently employed for such work. Blacksmiths and other skilled labor shall make any necessary repairs to machinery and boilers.

* * * * * * *

21st. (a) Except at the basing point, Danville, the differential for machine mining throughout the State of Illinois shall be seven cents per ton less than the pick-mining rate.

22d. Any underground employee not on hand so as to go down to his work before the hour for commencing work shall not be entitled to go below except at the convenience of the company. When an employee is sick or injured he shall be given a cage at once. When a cage load of men comes to the bottom of the shaft, who have been prevented from working by reason of falls or other things over which they have no control, they shall be given a cage at once. For the accommodation of individual employees, less than a cage load, who have been prevented from working as above, a cage shall be run mid-forenoon and mid-afternoon of each working day; provided, however, that the foregoing shall not be permitted to enable men to leave their work for other than the reasons stated above.

23d. This contract is in no case to be set aside because of any rules of the United Mine Workers of America now in force or which may hereafter be adopted; nor is this contract to be set aside by reason of any provision in their national, State, or local constitutions.

* * * * * * *

26th. The companies shall keep the mines in as dry a condition as practicable by keeping the water off the roads, and out of the working places.

27th. All operators shall keep sufficient blankets, oil, bandages, etc., and provide suitable ambulance or conveyances at all mines to properly convey injured persons to their homes after an accident.

28th. The operators shall see that an equal turn is offered each miner, and that he be given a fair chance to obtain the same. The checkweighman shall keep a turn bulletin for the turn keeper's guidance. The drivers shall be subject to whomever the mine manager shall designate as turn keeper, in pursuance hereof.

29th. There shall be no demands made locally that are not specifically set forth in this agreement, except as agreed to in joint subdistrict meetings held prior to May 1, 1901. Where no subdistricts exist local grievances shall be referred to the United Mine Workers' State executive board and the mine owners interested.

The ILLINOIS COAL OPERATORS' ASSOCIATION.
O. L. GARRISON, *President.*
E. L. BENT, *Secretary.*
The UNITED MINE WORKERS OF AMERICA, DISTRICT No. 12.
W. R. RUSSELL, *President.*
W. D. RYAN, *Secretary.*

SPRINGFIELD, ILL., *March 11, 1901.*

10. Opinion of miners concerning agreement system.—The officers of the United Mine Workers appear highly satisfied with the working of the joint-agreement system in the industry, and are anxious to extend it more widely. The following quotation from the annual address of President Ratchford before the convention of the organization in January, 1899, shows the general opinion of the miners as to the system:

"The agreement (of 1898) quoted advanced your wages generally about 18 per cent, and reduced the hours of labor almost in the same ratio; it reduced the size of screens to the smallest prevailing standard, and to a very great extent abolished them entirely. It equalized the wages of the different classes of labor and made conditions uniform in all of the fields covered. It reestablished healthy and mutual relations between employers and employees. It gave our organization place and prestige in the business and industrial circles of the country, and banded together in unity and fraternity a greater number of miners, covering a greater number of States, than was ever known at any previous time in our history. Of all the advantages gained, to which only a brief reference is made, the 8-hour day is decidedly the greatest because it is the most lasting."[1]

The secretary-treasurer, Mr. Pearce, in his report to the convention of 1900, also speaks of the rapid growth of the joint-agreement method, and declares that experience has shown its advantages. During the past year "the scope of its efficiency largely increased, and the employers and employees, after in some instances severe contests, have finally agreed that it is the most reasonable method to adjust differences."[2]

The present secretary-treasurer, in reply to a schedule of questions, also says that in Ohio, where the joint-agreement system has been longest in force, there are the fewest strikes, and that the longer the system exists the less likely are evasions or violations of agreements to occur.

The following is taken from a circular of the Illinois district of the United Mine Workers regarding the plan of enforcing the joint-agreement system in that State:

Whatever may have been done elsewhere to determine the respective share of the employer and the wage earner in the fruits of labor, the fact remains that in the State of Illinois at least the representatives of capital and of labor, in one department of industry at least—that of coal mining—do meet upon common ground to decide the conditions, as well as the wages of labor.

Less than four years ago chaos prevailed throughout the coal fields of Illinois, just as it existed elsewhere and as it does still exist to-day in some sections of the country. Strikes were of frequent occurrence in which human life was needlessly sacrificed and valuable property was ruthlessly destroyed. The relations between the contending forces were so strained that the laborer too often looked upon his employer with suspicion, while the employer all too frequently looked upon the laborer with disdain. They either envied or despised each other. As a consequence we have often unintentionally nurtured many morbid thinkers and miserable workers who have been fomenting strife ever since. Under such conditions it is easy to understand that capital could not always be safely employed nor could labor always find profitable employment.

The first wise step tending to improved relations was taken when the coal operators and the coal miners of Illinois, through organized bodies of each, decided to enter into annual agreements intended to be binding alike upon the employer and the employee. These annual agreements, which are nothing more nor less than contracts between business men, will be looked upon in time as sacred obligations which each side will scrupulously respect and the violation of which will be repudiated by all parties to the agreement, and a way will be found to punish the offender. Each year the language and the terms used in these agreements will be so exact or so plain that the chances of

[1] Report of Tenth Annual Convention of United Mine Workers, p. 13
[2] Eleventh Annual Convention, p. 25.

misunderstanding them will be steadily reduced, the effect of which will be that if difficulties arise, it will be easy to place the responsibility where it belongs to the end that the guilty may be punished.

The next wise step by the coal miners and coal operators was taken when they agreed upon a plan designed, not only to enforce these agreements upon employer and employee alike, but when they adopted a simple, practical, and humane plan of adjusting any differences or disputes arising between employer and employee, calculated to disturb peaceful and pleasant relations between them, or designed to interfere with the natural course of trade.

II. IRON, STEEL AND TIN INDUSTRIES.[1]

1. **History and present extent of system.**—It is the distinction of the iron and steel trade that it was the first in the United States in which a system of regular annual conferences and joint agreements regarding wages and the conditions of labor was introduced, and that it is still the only trade in which wages are uniformly and in most cases successfully determined on the sliding-scale system. As far back as 1858 the puddlers in the iron mills of western Pennsylvania organized a strong union known as the United Sons of Vulcan, which repeatedly demanded increase of wages.[2] Finally a general conference of representative employees and employers was suggested. Such a conference was held, and after repeated meetings it finally established, on February 13, 1865, a scale of prices to be paid for boiling pig iron. This was the first sliding scale adopted in this country. The amount to be paid for boiling iron ranged from $4 a ton, when iron should be sold at 2½ cents per pound, to $9 per ton, when the price should be 8½ cents per pound.

This scale lasted only a short time, since the men demanded higher pay than it provided for. In 1866 the manufacturers attempted to reduce the wages again, but the union refused to accept the reduction and a lockout resulted, which finally ended in the defeat of the manufacturers. In 1867 another conference between representatives of the Sons of Vulcan and the manufacturers was held, and a new sliding scale was agreed upon. This remained in force for 7 years, until in 1874 the manufacturers gave notice of their intention to terminate the agreement, with the purpose of reducing the rate of wages. This resulted in a strike which kept many of the mills of Pittsburg in idleness during the winter of 1874–1875. The strike was finally settled by the manufacturers individually signing scales of wages, there being no longer a joint agreement between the manufacturers as a body and the puddlers as a body.

Meantime scales of wages had been adopted for other classes of iron work, several trade unions having been established in these lines. In 1875 these separate organizations united with the Sons of Vulcan under the name Amalgamated Association of Iron, Steel, and Tin Workers of the United States.

At present the wages of practically all the skilled workmen in the iron and steel industry, so far as they are members of the Amalgamated Association of Iron, Steel, and Tin Workers, are determined by written agreements between either individual manufacturers or associations of manufacturers and the union. There are a considerable number of employers who do not deal with the Amalgamated Association, usually employing exclusively nonunion men. Where the Amalgamated Association is recognized, the agreement and sliding-scale system prevail. In some branches of the trade, notably in the manufacture of tin plate, practically all the workingmen are members of the Amalgamated Association, or of the recently formed organization of Tin Workers, which also makes joint agreements with employers. The system does not apply in any branch of the iron and steel trade to merely unskilled laborers, not members of the unions.[3]

In some branches of the trade uniform annual agreements cover a large number of plants, practically all of the establishments recognizing the union. This is true as regards the manufacture of bar iron, various special forms of iron, sheet steel, and tin plate. On the other hand, the conditions in steel rail mills and in many other classes of mills differ so greatly that uniform scales are impracticable. In these mills separate agreements are adopted from time to time.

2. **Methods of adopting scales.**—The more general scales referred to were formerly adopted by agreements between the Amalgamated Association of Iron, Steel, and Tin Workers on the one hand, and associations of bar and other iron manufacturers, of sheet steel manufacturers, and of tin plate manufacturers on the other

[1] This account is based on the constitution of the Amalgamated Association, printed copies of recent scales, on testimony of witnesses, especially in Reports of Industrial Commission, vol. vii, pp. 84 ff and 382 ff, and on correspondence with representatives of the Amalgamated Association.

[2] For account of early history of agreement system see report of Joseph D. Weeks, on arbitration, in Annual Report of Massachusetts Bureau of Labor, 1881.

[3] Much information in this and the following paragraphs has been furnished by Mr. M. M. Garland, former president of the Amalgamated Association.

hand. At present nearly all the manufacturers formerly making up these associations have entered into industrial combinations. The Republic Iron and Steel Company includes a large proportion of the bar iron and other iron mills of the country, especially those west of Pittsburg. The American Sheet Steel Company includes very nearly all the sheet steel mills in the country, and the American Tin Plate Company has brought together almost all of the tin plate mills. The general scales are accordingly adopted by conferences between the Amalgamated Association and these three corporations.

The constitution of the Amalgamated Association describes the methods which shall be employed on the side of the workingmen in securing the adoption of the general scales. If any local lodge of the union desires changes, it must, after a formal vote in their favor, submit them to the National Lodge, which must have them printed and furnished to every local lodge 6 weeks prior to the meeting of the annual convention, which takes place in May. The proposed changes must be discussed in each lodge, and the delegates to the national convention instructed. A wage committee of delegates is appointed by the president of the National Lodge to take up the proposals and discuss them before they are actually brought before the convention. The convention decides what demands it shall make from the manufacturers. In order to recommend a change in the basis of any part of the scale, a two-thirds vote of the delegates is necessary. Nominally the convention adopts a scale, although practically the terms are subject to modification by later conferences with the employers.

At the annual convention the president appoints a general conference committee, composed of 40 members, to meet manufacturers after the adjournment. Nine of these members represent the boiling department, and, in conference with the representatives of the Republic Iron and Steel Company (formerly with the Association of Bar Iron Manufacturers), establishes a scale for boiling iron (the process by which pig iron is transformed into wrought iron), and the allied processes of scrapping, busheling, muck mill rolling, and knobbling. A second division of the conference committee consists of 11 members from the bar, guide, plate, and structural departments, and from jobbing mills working pipe iron. This division, in connection also with the representatives of the Republic Iron and Steel Company, adopts scales for a considerable number of different products falling under the heads indicated and for others of an allied character. A third division of the committee consists of 9 members of the steel and jobbing mills, who confer with the members of the American Sheet Steel Company (formerly with the Association of Iron and Steel Sheet Manufacturers). Finally, there is a division composed of 9 representatives of the tin and black-plate mills and tinning houses, who confer with the representatives of the American Tin Plate Company. The president and secretary of the national lodge are members of each division.

Since each of the great corporations named is a combination of many separate establishments, each sends a number of representatives from its different plants to the national conference. As a matter of fact, however, it is not essential that there shall be an equal number of employers and employees at the conferences. Votes are not taken jointly, but the members of each side stand together and continue negotiations with the other side until an agreement is reached. In connection with each proposal which requires formal action, the representatives of the two sides go into separate rooms and, by vote among themselves, decide as to the position which shall be taken. If these separate votes fail to result in an agreement between the two sides, further negotiation in joint conference takes place.

In case one or more of the divisions of the conference committee above named fails to reach a settlement, the general conference committee meets and strives to adjust the matter. The conference committee and its divisions are not positively bound by the instructions of the national convention. They may modify them in order to reach an agreement. If, however, the representatives of the workingmen in the conferences insist upon demands which the manufacturers will not concede, the matter has to be submitted to a referendum vote of all the local lodges of the Amalgamated Association. It requires two-thirds of all the members of the organization voting to insist upon the demands which have given rise to the disagreement. If the local lodges insist upon disagreement, all the members of the union working for plants covered by the system of general conference must cease work. As a matter of fact, there have been few instances in recent years of a general cessation of work on account of failure to reach a settlement, although in some cases negotiations have been greatly prolonged. The great dispute between the Amalgamated Association and the United States Steel Corporation in the summer of 1901, however, shows that the agreement system does not always result in industrial peace.

Frank recognition of the labor organization is obviously one of the prerequisites to its successful working. Of course the conditions in 1901, arising from the formation of the great combination in the iron and steel industry, were very peculiar. It will scarcely be appropriate in this place to express any opinion as to the merits of that dispute, which (at the present writing, August 15, 1901) is still unsettled. It may be suggested, however, that the outcome is scarcely likely to be a complete destruction of a system of negotiation and agreements which has proved so advantageous in the past.

In the case of rail mills and other classes of steel mills not covered by the general agreements above described, scales are adopted by conferences directly between the local union or unions affected and the individual employers. The local lodges must, according to the constitution of the Amalgamated Association, formally vote upon proposed changes in scales. The holding of meetings by members of the organization outside the lodge room, for the purpose of "agitating" class legislation, is prohibited. A two-thirds majority is required to propose changes in the scales. In each plant there is a mill committee, or two or more committees, representing different classes of work. These committees present the proposed changes in the scale to the officers of the company for adoption, and informal conferences for the discussion of the terms are held. If an agreement is not reached, the case is referred to the district executive committee of the union, which confers with the manufacturers. In case of ultimate failure to sign a scale before June 30, all departments of the establishment cease work at that time.

Mr. Nutt, who has for some years acted as adjuster in the bar-iron mills and has been active in the conferences of employers and employees, reports that he succeeded in persuading the Republic Iron and Steel Company to agree to arbitration in case of failure of conferences to agree. The proposition was rejected by the Amalgamated Association. But an agreement for calling in conciliators to aid in negotiations, pending which work should be continued, was adopted, as follows:

Agreement, made in Pittsburg June 29, 1901, by and between the Republic Iron and Steel Company and the conference committee representing the Amalgamated Association.

A yearly scale shall be presented to the Republic Iron and Steel Company not later than May 1, said scale to take effect July 1.

Failing in an agreement being reached by July 1, one conciliator shall be selected by the Republic Iron and Steel Company and one by the Amalgamated Association, and the two so selected shall select a third.

These three conciliators shall meet the representatives of the Republic Iron and Steel Company and the general officers and representatives of the Amalgamated Association, of which there shall be such number of employees of the Republic Iron and Steel Company as the employees of the Republic Iron and Steel Company in good standing of the Amalgamated Association bear to the whole number of members of the Amalgamated Association in good standing who are governed by this scale.

They will then try to effect an agreement as soon as possible. Mills to run pending negotiations.

It being understood that wages beginning July 1, 1901, be paid pending negotiations.

3. Contents of joint agreements and sliding scales.—The general joint agreements in the bar-iron, sheet-steel, and tin-plate branches of the iron and steel trade consist chiefly of scales of wages for different classes of work. They contain also, however, some regulations regarding the hours of labor and the methods of work. In particular, there are limitations in several cases upon the amount of work which shall be performed in a day. One provision, for example, reads as follows:

In order to insure uniformity of iron in boiling furnaces and avoid the increasing custom of running in strong for common iron, thus increasing the hours and work of the boiler, the limit of time for each heat shall be as follows: For a single furnace, 1 hour and 45 minutes; for a double furnace, 1 hour and 50 minutes; for Siemens furnace, 1 hour and 55 minutes, and for a double double furnace, 2 hours.

Since the amount of the charge of each furnace is also limited, the total production is quite definitely restricted. So, too, in the tin-plate scale, the limit of work for an 8-hour day is fixed for each class or gauge of plate, ranging from 13,500 pounds for Nos. 8 to 11 to 4,950 pounds for No. 34 and lighter.

The agreements also provide for modifications in the base rate of wages in case of special classes of articles. Thus, in the tin-plate scale the prices are based upon steel plates, with a provision for 13 per cent lower rates for iron plates and

the 9 districts. The main work of agreeing upon a scale of wages and conditions of employment falls to this scale committee, although the other delegates remain in attendance until it has reached an agreement, and from time to time meetings of the entire convention are held to discuss partial recommendations of the committee. The joint convention of 1901 lasted from February 25 to March 11.

It is especially important to observe that this system, like that of the joint conferences for the four Central States, is one of conciliation and not of arbitration. The parties must come ultimately to a unanimous agreement, working out their differences, and there is no provision for reference to an outside arbitrator.

The joint agreements reached in this way have become exceedingly elaborate, and additional regulations from year to year have been inserted in them. The conditions in the different mining districts of Illinois vary so greatly that a large number of different rates for mining are necessary.

In addition to the special provisions for the different mining districts contained in the State agreement, special agreements are made in many of the districts and subdistricts between local conferences of miners and operators. In fact, the joint-agreement system has been carried almost, if not quite, to its logical completion in Illinois. Conditions of national importance are fixed by the interstate agreement, those of importance to the entire State by State agreements, and local conditions are established by local agreements. The reason for fixing the general scale of wages for each district by one State agreement arises from the necessity of equalizing the conditions of competition among mine operators in the different districts.

The Illinois State agreement of 1901 (printed in full below) regulates in very considerable detail the methods of labor. In particular, provisions are inserted to prevent careless mining, to provide for the docking of wages in case of the loading of unduly impure coal, and to define the duties of the miner with regard to the use of timber, blasting, and other methods of mining. The price of powder is fixed at $1.75, and the charge for blacksmithing is also established. The meaning of the 8-hour day is carefully defined. The duties and rights of drivers and of various other special classes of employees are further regulated.

The most important provisions of the Illinois joint agreement of 1901 are those regarding the settlement of disputes. While no permanent and all-powerful board of arbitration is established, the intention of doing away with strikes and lockouts during the existence of the joint agreement is made clear. The mine operators recognize the organization of the United Mine Workers, virtually agreeing to employ no miners not belonging to the organization. The "pit committee" for each mine is also recognized, although its duties are limited to the adjustment of disputes, and it is prohibited from interfering with the working of the mine or going about the mine unless called on account of a grievance. In particular, it is provided that the operator or his manager shall have the general direction of the working force and the right to hire and discharge employees at will, subject to the provision regarding the employment of union members. Any employee who is suspended or discharged, however, may demand an investigation as to charges against him, which shall be conducted and settled in the same manner as investigation concerning disputes as to other matters.

In case a dispute arises in any mine the "pit committee" and the local president of the miners' union are empowered to settle it with the pit boss if possible. In the event of a disagreement the matter is referred to the superintendent of the company and the president of the miners' local executive board. The next resort is to the superintendent of the company and the miners' president of the subdistrict, and finally the dispute may be carried to the higher officials of the company and the State officials of the United Mine Workers. There is no provision in the agreement for reference to an outside arbitrator. In practice, although the joint agreement makes no reference to this method, disputes which can not be otherwise settled are at present usually referred to the commissioner of the Illinois Coal Operators' Association, above mentioned, and the State officers of the United Mine Workers. The duties of the commissioner of the Coal Operators' Association, who is at present Mr. Herman Justi, are chiefly to cooperate with the officials of the United Mine Workers in investigating grievances and alleged violations of the joint agreement.[1] The representatives of the conflicting parties are invited to appear and to present testimony bearing on the questions at issue. If necessary, the miners' officials and the commissioner, with witnesses and parties in interest, visit the mine and examine the conditions at first hand. There is no

[1] See testimony of Mr. Justi, Reports of Industrial Commission, vol. xii, p. 677; also various pamphlets issued by the Coal Operators' Association, particularly "Plans of conciliation and arbitration," an address before the conference of the National Civic Federation at Chicago, December, 1900, also published in the report of that conference.

authority on the part of the informal joint board thus created to render a binding decision, unless by the agreement of the parties in interest, but, in general, its recommendations are accepted. On this subject Mr. Justi stated in December, 1900:

"Of the 100 or more cases that have been presented for adjustment since this commission was established on June 1 of the present year, a decision was promptly reached in all but 3 of the cases, one of which has since been decided. Unable to agree on these 3 questions, the miners' officials decided to refer them to the national president of the Mine Workers' Union of America, who, with the commissioner of the Illinois Coal Operators' Association, has had them under consideration, one of them having been disposed of and the other two still remaining undecided."

One of the most important disputes which has arisen in the Illinois mining district was settled in April, 1901. It related to the interpretation of the sixteenth clause in the State agreement as regards its application to the Danville subdistrict. This clause provided that the scale of prices should include "except in extraordinary conditions, the work required to load coal and properly timber the working places in the mine;" it also provided that the miners must "shoot" their coal carefully, and established certain other detailed regulations. Disagreement arose as to the definition of "extraordinary conditions" and as to compensation for so-called "dead work" in the district. A joint meeting of miners and operators of the subdistrict was held, and it was agreed to refer the matter to Mr. Mitchell, president of the United Mine Workers of America, and Mr. Justi. These two officials visited a number of mines and made a most thorough investigation. They succeeded in agreeing upon a detailed series of recommendations. While the methods of mining in dispute were necessarily of such a character, as pointed out in the recommendations, that absolutely definite rules could not be applied, and while the first recommendation of all was that both parties should act in the spirit of mutual fairness and conciliation, a number of fairly precise rules were laid down. The decision in general favored the contentions of the operators. This recommendation was adopted by the contending parties.[1]

Both miners and operators in Illinois seem well satisfied with the working of the joint-agreement system and with the provisions for settling minor disputes arising under it. Strikes have not been absolutely done away with, but they have been reduced to a minimum. A circular of the Illinois Coal Operators' Association, dated April 10, 1901, states that at the joint convention of 1901 the operators proposed a clause in the agreement providing for fining those violating any of its provisions. The miners admitted that the operators had some cause for complaint because of local strikes, but declared that they believed that their organization could suppress them in the future with the cooperation of the operators. The president of the State organization of miners declared at that time that if the miners persisted in violating the agreements the organization would be willing to provide for a penalty or some other effective means of enforcing the agreement.

Illinois Agreement as to Mining Prices and Conditions, 1901-2.

Agreement.

Whereas a contract between the operators of the competitive coal fields of Pennsylvania, Ohio, Indiana, and Illinois and the United Mine Workers of America has been entered into at the city of Columbus, Ohio, Feb. 9, 1901, by which the present scale of prices at the basic points as fixed by the agreement made in Indianapolis, Ind., Feb. 2, 1900, is continued in force and effect for one year from April 1, 1901, to March 31, 1902, inclusive; and

Whereas this contract fixes the pick-mining price of bituminous mine-run coal at Danville at forty-nine cents per ton of two thousand pounds: Therefore be it

Resolved, That the prices for pick-mined coal throughout the State for one year beginning April 1, 1901, shall be as follows:

First District.

Streator, Clarke City, and associated mines, including Toluca thick vein	58c
Third vein and associated mines, including twenty-four inches of brushing	76c
Wilmington and associated mines, including Bloomington thin vein, including brushing	81c
Bloomington thick vein	71c
Pontiac, including 24 inches of brushing	81c
Pontiac top vein	58c
Cardiff long wall	81c

Note.—An additional ten cents per ton shall be paid in all such places where the weight does not force the mining, until July 1, 1901. In other respects, Wilmington conditions shall prevail.

Marseilles and Seneca—Price to be determined by Messrs. Justi and Russell and become a part of this contract.

[1] See pamphlet entitled "Decision of the Commission Selected by the Operators and Miners of the Danville Subdistrict . . . April 27, 1901," reprinted in Reports of Industrial Commission, vol. xii, p. 694.

SECOND DISTRICT.

Danville, Westville, Grape Creek, and associated mines in Vermilion County 49c

THIRD DISTRICT.

Springfield and associated mines 49.7c
Lincoln and Niantic 53c
Colfax 53c

FOURTH DISTRICT.

Mines on C. & A., south of Springfield, to and including Carlinville: including Taylorville, Pana, Litchfield, Hillsboro, Witt, Paisley, Divernon, and Pawnee 49c

NOTE.—The foregoing scale, in so far as it relates to the Pana mines, is effective subject to modification by joint action of the State executive boards of the United Mine Workers and the Illinois Coal Operators' Association. A joint commission consisting of three men to be appointed by the Illinois Coal Operators' Association and three men appointed by the United Mine Workers shall convene at Pana prior to April 1, 1901, and shall give a full hearing to all parties in interest, and as soon thereafter as practicable shall report their findings and recommendations; upon which there shall be a joint meeting of the executive committees of the two associations and suitable action taken based upon such findings and recommendations. Provided, that in case no change is jointly agreed upon by the executive committees of both associations the Pana scale as herein fixed shall be effective for the scale year.

[Similar detailed prices for different mines in the five other districts follow.]

* * * * * * *

1st. The Columbus convention having adopted the mining and underground day labor scale in effect April 1, 1900, as the scale for the year beginning April 1, 1901, no changes or conditions shall be imposed in the Illinois scale for the coming year that increase the cost of production of coal in any district in the state, except as may be provided.

2d. No scale of wages shall be made by the United Mine Workers for mine manager, mine manager's assistant, top foreman, company weighman, boss drivers, night boss, head machinist, head boilermaker, head carpenter, night watchmen, hoisting engineers. It being understood that "assistant" shall apply to such as are authorized to act in that capacity only. The authority to hire and discharge shall be vested in the mine manager, top foreman, and boss driver. It is further understood and agreed that the night watchman shall be exempt when employed in that capacity only.

3d. Any operator paying the scale rate for mining and day labor under this agreement shall at all times be at liberty to load any railroad cars whatever, regardless of their ownership, with coal, and sell and deliver such coal in any market and to any person, firm, or corporation that he may desire.

4th. The scale of prices for mining per ton of 2,000 pounds run-of-mine coal herein provided for is understood in every case to be for coal free from slate, bone, and other impurities, loaded in cars at the face, weighed before screening; and that the practice of pushing coal by the miners shall be prohibited.

5th. (a) Whether the coal is shot after being undercut or sheared by pick or machine, or shot without undercutting or shearing, the miners must drill and blast the coal in accordance with the State mining law of Illinois, in order to protect the roof and timbers in the interest of general safety. If it can be shown that any miner persistently violates the letter or spirit of this clause he shall be discharged.

(b) The system of paying for coal before screening was intended to obviate the many contentions incident to the use of screens, and was not intended to encourage unworkmanlike methods of mining and blasting coal, or to decrease the proportion of screened lump, and the operators are hereby guaranteed the hearty support and cooperation of the United Mine Workers of America in disciplining any miner who from ignorance or carelessness or other cause fails to properly mine, shoot, and load his coal.

6th. In case slate, bone, sulphur, or other impurities are sent up by the miner it shall be the duty of the trimmer of the car to call the attention of the weighman and checkweighman to the same, and the miner so offending shall for the first offense be suspended for one day or fined one dollar; for the second offense he shall be suspended for three working days or fined two dollars; for the third and each subsequent offense occurring in any one month he shall be suspended, discharged, or fined four dollars; provided, that in malicious or aggravated cases, the operator shall have the right to suspend or discharge for the first or any subsequent offense. Any miner abusing or seeking to embarrass the trimmer for performing his duty shall be fined three dollars or discharged. The proceeds of all fines to be paid into the checkweighman's fund. Under no circumstances shall fines be remitted or refunded.

7th. The miners of the State of Illinois are to be paid twice a month, the dates of pay to be determined locally, but in no event shall more than one-half month's pay be retained by the operator. When the men locally so demand, statements will be issued to all employees not less than twenty-four hours prior to pay day. No commissions will be charged for money advanced between pay days, but any advances between pay days shall be at the option of the operator.

8th. The price for powder per keg shall be $1.75. The miners agree to purchase their powder from their operators, provided it is furnished of standard grade and quality; that to be determined by the operators and expert miners jointly where there is a difference.

9th. The price for blacksmithing for pick mining shall be six-tenths or a cent per ton for room and pillar work and twelve and one-half cents per day per man, or twenty-five cents per month for long wall for pick and drill sharpening.

10th. It is understood that there is no agreement as to the price of oil.

11th. The inside day-wage scale authorized by the present agreements—i. e., the Columbus scale of 1898, plus an advance of twenty per cent—shall be the scale under this agreement; but in no case shall less than $2.10 be paid for drivers.

12th. The above scale of mining prices is based upon an eight-hour work day, and it is definitely understood that this shall mean eight hours work at the face, exclusive of noon time, six days a week, or forty-eight hours in the week, provided the mine desires to work, and no local ruling shall in any way affect this agreement or impose conditions affecting the same. * * *

13th. (a) The duties of the pit committee shall be confined to the adjustment of disputes between the pit boss and any of the members of the United Mine Workers of America working in and around the mine, for whom a scale is made, arising out of this agreement or any subdistrict agreement made in connection herewith, where the pit boss and said miner or mine laborer have failed to agree.

(b) In case of any local trouble arising at any shaft through such failure to agree between the pit boss and any miner or mine laborer, the pit committee and the miners' local president and the pit

boss are empowered to adjust it; and in the case of their disagreement it shall be referred to the superintendent of the company and the president of the miners' local executive board where such exists, and shall they fail to adjust it—and in all other cases—it shall be referred to the superintendent of the company and the miners' president of the subdistrict; and should they fail to adjust it, it shall be referred in writing to the officials of the company concerned and the State officials of the United Mine Workers of America for adjustment; and in all such cases the miners and mine laborers and parties involved must continue at work pending an investigation and adjustment until a final decision is reached in the manner above set forth.

(c) If any day men refuse to continue at work because of a grievance which has or has not been taken up for adjustment in the manner provided herein, and such action shall seem likely to impede the operation of the mine, the pit committee shall immediately furnish a man or men to take such vacant place or places at the scale rate, in order that the mine may continue at work; and it shall be the duty of any member or members of the United Mine Workers who may be called upon by the pit boss or pit committee to immediately take the place or places assigned to him or them in pursuance hereof.

(d) The pit committee in the discharge of its duties shall under no circumstances go around the mine for any cause whatever unless called upon by the pit boss or by a miner or company man who may have a grievance that he can not settle with the boss; and as its duties are confined to the adjustment of any such grievances, it is understood that its members shall not draw any compensation except while actively engaged in the discharge of said duties. The foregoing shall not be construed to prohibit the pit committee from looking after the matter of membership dues and initiations in any proper manner.

(e) Members of the pit committee employed as day men shall not leave their places of duty during working hours, except by permission of the operator, or in cases involving the stoppage of the mine.

(f) The operator or his superintendent or mine manager shall be respected in the management of the mine and the direction of the working force. The right to hire must include also the right to discharge, and it is not the purpose of this agreement to abridge the rights of the employer in either of these respects. If, however, any employee, shall be suspended or discharged by the company, and it is claimed that an injustice has been done him, an investigation, to be conducted by the parties and in the manner set forth in paragraphs (a) and (b) of this section, shall be taken up at once, and if it is determined that an injustice has been done, the operator agrees to reinstate said employee and pay him full compensation for the time he has been suspended and out of employment; provided, if no decision shall be rendered within five days the case shall be considered closed in so far as compensation is concerned.

14th. The wages now being paid outside day labor at the various mines in this State shall constitute the wage scale for that class of labor during the life of this agreement; provided, that no top man shall receive less than $1.80 per day.

15th. In the event of an instantaneous death by accident in the mine, the miners and underground employees shall have the privilege of discontinuing work for the remainder of that day, but work, at the option of the operator, shall be resumed the day following, and continue thereafter. In case the operator elects to operate the mine on the day of the funeral of the deceased, individual miners and underground employees may at their option absent themselves from work for the purpose of attending such funeral, but not otherwise. And in the event that the operator shall elect to operate the mine on the day of such funeral, then from the proceeds of such day's operation each member of the United Mine Workers of America employed at the mine at which the deceased member was employed shall contribute fifty cents and the operator $25.00 for the benefit of the family of the deceased or his legal representatives, to be collected through the office of the company. Except in case of fatal accidents, as above, the mine shall in no case be thrown idle because of any death or funeral; but in the case of the death of any employee of the company or member of his family, any individual miner may, at his option, absent himself from work for the sake of attending such funeral, but not otherwise.

16th. (a) The scale of prices herein provided shall include, except in extraordinary conditions, the work required to load coal and properly timber the working places in the mine, and the operator shall be required to furnish the necessary props and timber in rooms or working face. And in long wall mines it shall include the proper mining of the coal and the brushing and care of the working places and roadway according to the present method and rules relating thereto, which shall continue unchanged.

(b) If any miner shall fail to properly timber and care for his working place, and such failure shall entail falls of slate, rock, and the like, or if by reckless or improper shooting of the coal in room and pillar mines, the mine props or other timbers shall be disturbed or unnecessary falls result, the miner whose fault has occasioned such damage shall repair the same without compensation; and if such miner fails to repair such damage he shall be discharged.

In cases where the mine manager directs the placing of cross-bars to permanently secure the roadway, then, and in such cases only, the miner shall be paid at the current price for each cross-bar when properly set.

The above does not contemplate any change from the ordinary method of timbering by the miner for his own safety.

17th. The operators will recognize the pit committee in the discharge of its duties as herein specified, but not otherwise, and agree to check off union dues and assessments from the miners and mine laborers, when desired, on the individual or collective continuous order prepared by the attorneys representing both the miners and operators, as at present existing, and when such union dues and assessments are collected through the office card days shall be abolished.

18th. The operators shall have the right in cases of emergency work, or ordinary repairs to the plant, to employ in connection therewith such men as in their judgment are best acquainted with and suited to the work to be performed, except where men are permanently employed for such work. Blacksmiths and other skilled labor shall make any necessary repairs to machinery and boilers.

* * * * * * *

21st. (a) Except at the basing point, Danville, the differential for machine mining throughout the State of Illinois shall be seven cents per ton less than the pick-mining rate.

22d. Any underground employee not on hand so as to go down to his work before the hour for commencing work shall not be entitled to go below except at the convenience of the company. When an employee is sick or injured he shall be given a cage at once. When a cage load of men comes to the bottom of the shaft, who have been prevented from working by reason of falls or other things over which they have no control, they shall be given a cage at once. For the accommodation of individual employees, less than a cage load, who have been prevented from working as above, a cage shall be run mid-forenoon and mid-afternoon of each working day; provided, however, that the foregoing shall not be permitted to enable men to leave their work for other than the reasons stated above.

23d. This contract is in no case to be set aside because of any rules of the United Mine Workers of America now in force or which may hereafter be adopted; nor is this contract to be set aside by reason of any provision in their national, State, or local constitutions.

* * * * * * *

26th. The companies shall keep the mines in as dry a condition as practicable by keeping the water off the roads, and out of the working places.

27th. All operators shall keep sufficient blankets, oil, bandages, etc., and provide suitable ambulance or conveyances at all mines to properly convey injured persons to their homes after an accident.

28th. The operators shall see that an equal turn is offered each miner, and that he be given a fair chance to obtain the same. The checkweighman shall keep a turn bulletin for the turn keeper's guidance. The drivers shall be subject to whomever the mine manager shall designate as turn keeper, in pursuance hereof.

29th. There shall be no demands made locally that are not specifically set forth in this agreement, except as agreed to in joint subdistrict meetings held prior to May 1, 1901. Where no subdistricts exist local grievances shall be referred to the United Mine Workers' State executive board and the mine owners interested.

The ILLINOIS COAL OPERATORS' ASSOCIATION.
O. L. GARRISON, *President.*
E. L. BENT, *Secretary.*
The UNITED MINE WORKERS OF AMERICA, DISTRICT NO. 12.
W. R. RUSSELL, *President.*
W. D. RYAN, *Secretary.*

SPRINGFIELD, ILL., *March 11, 1901.*

10. Opinion of miners concerning agreement system.—The officers of the United Mine Workers appear highly satisfied with the working of the joint-agreement system in the industry, and are anxious to extend it more widely. The following quotation from the annual address of President Ratchford before the convention of the organization in January, 1899, shows the general opinion of the miners as to the system:

"The agreement (of 1898) quoted advanced your wages generally about 18 per cent, and reduced the hours of labor almost in the same ratio; it reduced the size of screens to the smallest prevailing standard, and to a very great extent abolished them entirely. It equalized the wages of the different classes of labor and made conditions uniform in all of the fields covered. It reestablished healthy and mutual relations between employers and employees. It gave our organization place and prestige in the business and industrial circles of the country, and banded together in unity and fraternity a greater number of miners, covering a greater number of States, than was ever known at any previous time in our history. Of all the advantages gained, to which only a brief reference is made, the 8-hour day is decidedly the greatest because it is the most lasting."[1]

The secretary-treasurer, Mr. Pearce, in his report to the convention of 1900, also speaks of the rapid growth of the joint-agreement method, and declares that experience has shown its advantages. During the past year "the scope of its efficiency largely increased, and the employers and employees, after in some instances severe contests, have finally agreed that it is the most reasonable method to adjust differences."[2]

The present secretary-treasurer, in reply to a schedule of questions, also says that in Ohio, where the joint-agreement system has been longest in force, there are the fewest strikes, and that the longer the system exists the less likely are evasions or violations of agreements to occur.

The following is taken from a circular of the Illinois district of the United Mine Workers regarding the plan of enforcing the joint-agreement system in that State:

Whatever may have been done elsewhere to determine the respective share of the employer and the wage earner in the fruits of labor, the fact remains that in the State of Illinois at least the representatives of capital and of labor, in one department of industry at least—that of coal mining—do meet upon common ground to decide the conditions, as well as the wages of labor.

Less than four years ago chaos prevailed throughout the coal fields of Illinois, just as it existed elsewhere and as it does still exist to-day in some sections of the country. Strikes were of frequent occurrence in which human life was needlessly sacrificed and valuable property was ruthlessly destroyed. The relations between the contending forces were so strained that the laborer too often looked upon his employer with suspicion, while the employer all too frequently looked upon the laborer with disdain. They either envied or despised each other. As a consequence we have often unintentionally nurtured many morbid thinkers and miserable workers who have been fomenting strife ever since. Under such conditions it is easy to understand that capital could not always be safely employed nor could labor always find profitable employment.

The first wise step tending to improved relations was taken when the coal operators and the coal miners of Illinois, through organized bodies of each, decided to enter into annual agreements intended to be binding alike upon the employer and the employee. These annual agreements, which are nothing more nor less than contracts between business men, will be looked upon in time as sacred obligations which each side will scrupulously respect and the violation of which will be repudiated by all parties to the agreement, and a way will be found to punish the offender. Each year the language and the terms used in these agreements will be so exact or so plain that the chances of

[1] Report of Tenth Annual Convention of United Mine Workers, p. 13
[2] Eleventh Annual Convention, p. 25.

misunderstanding them will be steadily reduced, the effect of which will be that if difficulties arise, it will be easy to place the responsibility where it belongs to the end that the guilty may be punished.

The next wise step by the coal miners and coal operators was taken when they agreed upon a plan designed, not only to enforce these agreements upon employer and employee alike, but when they adopted a simple, practical, and humane plan of adjusting any differences or disputes arising between employer and employee, calculated to disturb peaceful and pleasant relations between them, or designed to interfere with the natural course of trade.

II. IRON, STEEL AND TIN INDUSTRIES.[1]

1. History and present extent of system.—It is the distinction of the iron and steel trade that it was the first in the United States in which a system of regular annual conferences and joint agreements regarding wages and the conditions of labor was introduced, and that it is still the only trade in which wages are uniformly and in most cases successfully determined on the sliding-scale system. As far back as 1858 the puddlers in the iron mills of western Pennsylvania organized a strong union known as the United Sons of Vulcan, which repeatedly demanded increase of wages.[2] Finally a general conference of representative employees and employers was suggested. Such a conference was held, and after repeated meetings it finally established, on February 13, 1865, a scale of prices to be paid for boiling pig iron. This was the first sliding scale adopted in this country. The amount to be paid for boiling iron ranged from $4 a ton, when iron should be sold at 2½ cents per pound, to $9 per ton, when the price should be 8½ cents per pound.

This scale lasted only a short time, since the men demanded higher pay than it provided for. In 1866 the manufacturers attempted to reduce the wages again, but the union refused to accept the reduction and a lockout resulted, which finally ended in the defeat of the manufacturers. In 1867 another conference between representatives of the Sons of Vulcan and the manufacturers was held, and a new sliding scale was agreed upon. This remained in force for 7 years, until in 1874 the manufacturers gave notice of their intention to terminate the agreement, with the purpose of reducing the rate of wages. This resulted in a strike which kept many of the mills of Pittsburg in idleness during the winter of 1874–1875. The strike was finally settled by the manufacturers individually signing scales of wages, there being no longer a joint agreement between the manufacturers as a body and the puddlers as a body.

Meantime scales of wages had been adopted for other classes of iron work, several trade unions having been established in these lines. In 1875 these separate organizations united with the Sons of Vulcan under the name Amalgamated Association of Iron, Steel, and Tin Workers of the United States.

At present the wages of practically all the skilled workmen in the iron and steel industry, so far as they are members of the Amalgamated Association of Iron, Steel, and Tin Workers, are determined by written agreements between either individual manufacturers or associations of manufacturers and the union. There are a considerable number of employers who do not deal with the Amalgamated Association, usually employing exclusively nonunion men. Where the Amalgamated Association is recognized, the agreement and sliding-scale system prevail. In some branches of the trade, notably in the manufacture of tin plate, practically all the workingmen are members of the Amalgamated Association, or of the recently formed organization of Tin Workers, which also makes joint agreements with employers. The system does not apply in any branch of the iron and steel trade to merely unskilled laborers, not members of the unions.[3]

In some branches of the trade uniform annual agreements cover a large number of plants, practically all of the establishments recognizing the union. This is true as regards the manufacture of bar iron, various special forms of iron, sheet steel, and tin plate. On the other hand, the conditions in steel rail mills and in many other classes of mills differ so greatly that uniform scales are impracticable. In these mills separate agreements are adopted from time to time.

2. Methods of adopting scales.—The more general scales referred to were formerly adopted by agreements between the Amalgamated Association of Iron, Steel, and Tin Workers on the one hand, and associations of bar and other iron manufacturers, of sheet steel manufacturers, and of tin plate manufacturers on the other

[1] This account is based on the constitution of the Amalgamated Association, printed copies of recent scales, on testimony of witnesses, especially in Reports of Industrial Commission, vol. vii, pp. 84 ff and 382 ff, and on correspondence with representatives of the Amalgamated Association.

[2] For account of early history of agreement system see report of Joseph D. Weeks, on arbitration, in Annual Report of Massachusetts Bureau of Labor, 1881.

[3] Much information in this and the following paragraphs has been furnished by Mr. M. M. Garland, former president of the Amalgamated Association.

hand. At present nearly all the manufacturers formerly making up these associations have entered into industrial combinations. The Republic Iron and Steel Company includes a large proportion of the bar iron and other iron mills of the country, especially those west of Pittsburg. The American Sheet Steel Company includes very nearly all the sheet steel mills in the country, and the American Tin Plate Company has brought together almost all of the tin plate mills. The general scales are accordingly adopted by conferences between the Amalgamated Association and these three corporations.

The constitution of the Amalgamated Association describes the methods which shall be employed on the side of the workingmen in securing the adoption of the general scales. If any local lodge of the union desires changes, it must, after a formal vote in their favor, submit them to the National Lodge, which must have them printed and furnished to every local lodge 6 weeks prior to the meeting of the annual convention, which takes place in May. The proposed changes must be discussed in each lodge, and the delegates to the national convention instructed. A wage committee of delegates is appointed by the president of the National Lodge to take up the proposals and discuss them before they are actually brought before the convention. The convention decides what demands it shall make from the manufacturers. In order to recommend a change in the basis of any part of the scale, a two-thirds vote of the delegates is necessary. Nominally the convention adopts a scale, although practically the terms are subject to modification by later conferences with the employers.

At the annual convention the president appoints a general conference committee, composed of 40 members, to meet manufacturers after the adjournment. Nine of these members represent the boiling department, and, in conference with the representatives of the Republic Iron and Steel Company (formerly with the Association of Bar Iron Manufacturers), establishes a scale for boiling iron (the process by which pig iron is transformed into wrought iron), and the allied processes of scrapping, busheling, muck mill rolling, and knobbling. A second division of the conference committee consists of 11 members from the bar, guide, plate, and structural departments, and from jobbing mills working pipe iron. This division, in connection also with the representatives of the Republic Iron and Steel Company, adopts scales for a considerable number of different products falling under the heads indicated and for others of an allied character. A third division of the committee consists of 9 members of the steel and jobbing mills, who confer with the members of the American Sheet Steel Company (formerly with the Association of Iron and Steel Sheet Manufacturers). Finally, there is a division composed of 9 representatives of the tin and black-plate mills and tinning houses, who confer with the representatives of the American Tin Plate Company. The president and secretary of the national lodge are members of each division.

Since each of the great corporations named is a combination of many separate establishments, each sends a number of representatives from its different plants to the national conference. As a matter of fact, however, it is not essential that there shall be an equal number of employers and employees at the conferences. Votes are not taken jointly, but the members of each side stand together and continue negotiations with the other side until an agreement is reached. In connection with each proposal which requires formal action, the representatives of the two sides go into separate rooms and, by vote among themselves, decide as to the position which shall be taken. If these separate votes fail to result in an agreement between the two sides, further negotiation in joint conference takes place.

In case one or more of the divisions of the conference committee above named fails to reach a settlement, the general conference committee meets and strives to adjust the matter. The conference committee and its divisions are not positively bound by the instructions of the national convention. They may modify them in order to reach an agreement. If, however, the representatives of the workingmen in the conferences insist upon demands which the manufacturers will not concede, the matter has to be submitted to a referendum vote of all the local lodges of the Amalgamated Association. It requires two-thirds of all the members of the organization voting to insist upon the demands which have given rise to the disagreement. If the local lodges insist upon disagreement, all the members of the union working for plants covered by the system of general conference must cease work. As a matter of fact, there have been few instances in recent years of a general cessation of work on account of failure to reach a settlement, although in some cases negotiations have been greatly prolonged. The great dispute between the Amalgamated Association and the United States Steel Corporation in the summer of 1901, however, shows that the agreement system does not always result in industrial peace.

Frank recognition of the labor organization is obviously one of the prerequisites to its successful working. Of course the conditions in 1901, arising from the formation of the great combination in the iron and steel industry, were very peculiar. It will scarcely be appropriate in this place to express any opinion as to the merits of that dispute, which (at the present writing, August 15, 1901) is still unsettled. It may be suggested, however, that the outcome is scarcely likely to be a complete destruction of a system of negotiation and agreements which has proved so advantageous in the past.

In the case of rail mills and other classes of steel mills not covered by the general agreements above described, scales are adopted by conferences directly between the local union or unions affected and the individual employers. The local lodges must, according to the constitution of the Amalgamated Association, formally vote upon proposed changes in scales. The holding of meetings by members of the organization outside the lodge room, for the purpose of "agitating" class legislation, is prohibited. A two-thirds majority is required to propose changes in the scales. In each plant there is a mill committee, or two or more committees, representing different classes of work. These committees present the proposed changes in the scale to the officers of the company for adoption, and informal conferences for the discussion of the terms are held. If an agreement is not reached, the case is referred to the district executive committee of the union, which confers with the manufacturers. In case of ultimate failure to sign a scale before June 30, all departments of the establishment cease work at that time.

Mr. Nutt, who has for some years acted as adjuster in the bar-iron mills and has been active in the conferences of employers and employees, reports that he succeeded in persuading the Republic Iron and Steel Company to agree to arbitration in case of failure of conferences to agree. The proposition was rejected by the Amalgamated Association. But an agreement for calling in conciliators to aid in negotiations, pending which work should be continued, was adopted, as follows:

Agreement, made in Pittsburg June 29, 1901, by and between the Republic Iron and Steel Company and the conference committee representing the Amalgamated Association.

A yearly scale shall be presented to the Republic Iron and Steel Company not later than May 1, said scale to take effect July 1.

Failing in an agreement being reached by July 1, one conciliator shall be selected by the Republic Iron and Steel Company and one by the Amalgamated Association, and the two so selected shall select a third.

These three conciliators shall meet the representatives of the Republic Iron and Steel Company and the general officers and representatives of the Amalgamated Association, of which there shall be such number of employees of the Republic Iron and Steel Company as the employees of the Republic Iron and Steel Company in good standing of the Amalgamated Association bear to the whole number of members of the Amalgamated Association in good standing who are governed by this scale.

They will then try to effect an agreement as soon as possible. Mills to run pending negotiations.

It being understood that wages beginning July 1, 1901, be paid pending negotiations.

3. Contents of joint agreements and sliding scales.—The general joint agreements in the bar-iron, sheet-steel, and tin-plate branches of the iron and steel trade consist chiefly of scales of wages for different classes of work. They contain also, however, some regulations regarding the hours of labor and the methods of work. In particular, there are limitations in several cases upon the amount of work which shall be performed in a day. One provision, for example, reads as follows:

In order to insure uniformity of iron in boiling furnaces and avoid the increasing custom of running in strong for common iron, thus increasing the hours and work of the boiler, the limit of time for each heat shall be as follows: For a single furnace, 1 hour and 45 minutes; for a double furnace, 1 hour and 60 minutes; for Siemens furnace, 1 hour and 55 minutes, and for a double double furnace, 2 hours.

Since the amount of the charge of each furnace is also limited, the total production is quite definitely restricted. So, too, in the tin-plate scale, the limit of work for an 8-hour day is fixed for each class or gauge of plate, ranging from 13,500 pounds for Nos. 8 to 11 to 4,950 pounds for No. 34 and lighter.

The agreements also provide for modifications in the base rate of wages in case of special classes of articles. Thus, in the tin-plate scale the prices are based upon steel plates, with a provision for 13 per cent lower rates for iron plates and

for 20 per cent higher rates for changed iron and steel. It is also stipulated in many of the departments of work that the employing company shall pay all of the different classes of workmen required on a particular job. It has sometimes been the practice, for example, that the roller in a bar-iron mill would be expected to pay the man heating the iron. In the case of muck or puddle mills the existing agreement provides that the roller shall pay all labor for taking iron from the squeezer and delivering it straightened, except the labor of the bloom boy. On the other hand, the agreement covering the mills making a specialty of working pipe and skelp provides that one man's help shall be furnished by the employing company to the roller and heater.

The sliding-scale system.—The general agreements for the different classes of iron manufactures base the wages of workingmen strictly upon the price of bar iron. The different classes of work covered are quite numerous. The broader divisions are named as follows in the joint agreement: Boiling, mucks or puddle mill, scrapping and busheling, busheling on sand bottom, knobbling, heating slabs and shingling, bar and 12-inch mills, mills working skelp, guide, 10-inch, hoop and cotton-tie mills, and plate and tank mills.

Of course, the basis of the sliding scale does not remain the same indefinitely. It is likely to be changed by each annual agreement. If the workingmen feel that they have grown in power to make demands, or that they have not before secured a large enough share in the profits of industry, they will ask for a higher wage than before, on the basis of a given price for the product. Especially are changes made from time to time in the minimum below which wages are not to fall whatever the price.

The agreement of 1900–1901 provided that when the price of bar iron should be 1.4 cents per pound the rate for boiling a ton of 2,240 pounds should be $5.00. The changes in rates as prices fall or advance are shown in the following table:

BOILING.

Based on actual sales of bar iron, as per conference agreement.	Boiling per ton (2,240 pounds).
1 cent bar iron	$4.75
1.1 cents bar iron	4.75
1.2 cents bar iron	4.75
1.3 cents bar iron	4.87½
1.4 cents bar iron	5.00
1.5 cents bar iron	5.25
1.6 cents bar iron	5.50
1.7 cents bar iron	5.62½
1.8 cents bar iron	5.75
1.9 cents bar iron	5.87½
2 cents bar iron	6.00

It will be observed that the rate of increase in wages is less rapid when prices are above 1.7 cents than when they are below that rate. It will also be observed that there is no provision for lowering wages if prices fall below 1.2 cents.

In several of the scales fixing the rates for other classes of work there is a minimum below which wages shall not fall. Thus, in the case of the agreement regarding wages in tin-plate mills the basing rates are fixed on the price of $4 per box of 100 pounds of coke tin plates. As prices rise 10 cents per box (2½ per cent) wages increase 2 per cent, but it is stated in the agreement that the wage fixed on the basis of $4 per box is the minimum for the year.

In the case of several classes of iron and steel manufacture, the wage scales become highly elaborate. Not only are the rates for three or four different classes of workmen prescribed, but there are many different sizes and kinds of articles manufactured for each of which the rates are fixed. All of these rates then rise and fall in proportion to prices. As an illustration of the complexity of these scales a part of the table for guide, 10-inch, hoop, and cotton-tie mills is inserted below (scale of 1900–1901):

GUIDE, 10-INCH, HOOP, AND COTTON-TIE MILLS.

It is agreed that the base price at a one and four-tenths ($1\frac{4}{10}$) cent card rate based on *actual sales of bar iron*, as per conference agreement, with extras, shall be the straight one dollar and twenty-five cents ($1.25) per ton for rolling, sixty-two and one-half (62½) cents for heating, thirty-four and three-fourths (34¾) cents for roughing, and thirty-four and three-fourths (34¾) cents per ton for catching on guide, 10-inch, hoop, and cotton-tie mills, with two (2) per cent additional for each one-tenth ($\frac{1}{10}$) advance or decline on said card from one and four-tenths ($1\frac{4}{10}$) to two (2) cent card.

The rollers, heaters, roughers, and catchers shall each be paid by the company. It is understood, however, that this arrangement shall in no way detract from the authority of the roller in controlling all hands on mill, including hiring and discharging, and, as heretofore, the roller shall be held responsible for the work done.

The following figures to be advanced ten (10) per cent.

Sizes.		Total.	Roller.	Heater.	Rougher and catcher, each.
⅜	Rounds and squares...	$8.35	$4.08	$2.04	$1.11½
⅞		6.71	3.28	1.64	.89½
1		5.19	2.54	1.27	.69
1⅛		4.52	2.21	1.10½	.60½
1¼		3.87	1.89	.94½	.51½
1⅜ and 1⅞		3.08	1.51	.75½	.40½
1½		2.95	1.44	.72	.38½
1⅝ and 2⅛		2.81	1.38	.69	.37
1¾ and up		2.55	1.25	.62½	.33½
1⅞ and 2⅛ by ⅞		5.19	2.54	1.27	.69
1⅞ and 2⅛		4.66	2.28	1.14	.62
1⅞ and 2⅛		3.61	1.76	.88	.48½
1⅞ by ½		7.47	3.66	1.88	.99
1⅞ by ⅝	Oval	6.73	.....	.....	.....
1⅞ by ¾		8.26	.....	.....	.....
2⅛ by ½		9.63	.....	.....	.....
2⅛ by ¾		11.00	.....	.....	.....
2⅛		3.08	1.51	.75½	.40½
2⅛ and up		2.55	1.25	.62½	.33½
2⅜		7.83	3.83	1.91½	.04½
2⅜		4.66	2.28	1.14	1.62
2⅜	Half oval	3.61	1.76	.88	.48½
2⅜		3.08	1.51	.75½	.40½
2⅜		2.55	1.25	.62½	.33½
2⅝		8.36	4.09	2.04½	1.11½
2⅝	Half round	7.83	3.83	1.91½	1.04½
2⅝		3.61	1.76	.88	.48½
2⅝		3.08	1.51	.75½	.40½

The rates of progression in wages as compared with the progression in prices differ considerably on different classes of articles, depending, of course, largely on the proportion which the labor cost of the articles bears to the entire cost. The more common provision seems to be that wages shall advance by 2 per cent steps for increases of from 3 to 5 per cent in prices. Of course an advance in prices may be accompanied by so great an advance in the cost of raw materials that the workingmen gain more than the employer by a rise in prices, while in other cases the employer may get more advantage than the workingmen.

In the case of steel-rail mills and various other classes of mills not covered by the uniform scale, the local agreements establish sliding scales based either upon the general scales above described, with allowances for local conditions and peculiarities, or based upon the prices of steel rails and other articles as published in some standard trade journal. The methods are very similar to those already outlined.

It is customary in mills where the sliding-scale system prevails to make changes of wages once in 2 months on the basis of prices during the preceding 2 months. In the case of the mills covered by the general scales all prices are ascertained by means of sworn reports by selected manufacturers, which are submitted in confidence to representatives of both employers and employees. The methods of ascertaining prices and of settling differences as to the basis of wages are well described by Mr. James H. Nutt in the Bulletin of the Department of Labor (vol. 5, p. 519). Mr. Nutt has been employed since 1892 as an adjuster, chiefly for the bar-iron mills. Since this account was written these mills have mostly entered the Republic Iron Company. Mr. Nutt says in part:

"The concerns for which I have worked were all independent until recently, when they formed what is known as the 'Labor Bureau Association.' The mills contained therein are all situated west of Pittsburg, Pa., and include nearly all the bar-iron manufacturers doing business west and south of Pittsburg. These mills all negotiate with the Amalgamated Association of Iron, Steel, and Tin Workers.

"The method by which differences between the parties are settled and adjusted may be described as follows: In June of each year the manufacturers meet in conference with a committee representing the workmen and make an agreement for the year beginning on the 1st day of July following, concerning the scale of wages, etc. The duties of the adjuster require him to be present and assist in the making

of the scale of wages, which is based upon the sales and shipments of base sizes of bar iron. . . .

"At the end of each bimonthly period the manufacturers make sworn statements to the adjuster and, together with a committee of three, one of whom must be an officer of the National Lodge of the Amalgamated Association of Iron, Steel, and Tin Workers, he goes over these sworn statements, and, according to what the price at which the material was sold is found to be, it is decided whether or not there shall be an advance or reduction in the wages of the workmen.

"Under the agreement made in the annual June conference, if for any reason the committee of three are not satisfied with the sworn reports, they have the right to examine the books and accounts from which these reports are made. In case of any disagreement in any of the mills as to the construction of the agreement made in the annual June conference, the matter is referred to the adjuster by the manufacturers, and it then becomes his duty to visit the works and endeavor to make a settlement with the parties interested. . . .

"In addition to the question of the wage scale, the enforcement of rules and cases where workmen are discharged form the major part of the difference adjusted. . . .

"During the time that this system of adjustment of difference has been in operation—since 1892—in but one of the many differences which have arisen has there been a failure to arrive at an adjustment, and there has been but one strike through a disagreement where the negotiations have been conducted by the adjuster. . . .

"Both the employers and the employees seem to be very well satisfied with this method of adjustment of differences. This is shown on the part of the employees by the fact that the officers of the union have often notified the adjuster that they have been called to a certain mill before he has been notified by the firm, and by the further fact that in certain instances the workmen have left it to his decision. in case of disputes, thereby putting him on his honor to deal fairly with both sides.

"Experience in the methods employed to adjust disputes between the iron workers and the manufacturers has brought me to the conclusion that this system, as here described, is by no means perfect. but is at the same time a great improvement upon the methods adopted by a good many labor organizations. When once the scale of wages as agreed on is signed it is quite certain that the mills will run for the year without interruption, so far as labor difficulties are concerned, for if any difficulty arises the rules of the Amalgamated Association provide that work shall be continued pending an investigation by both parties to the controversy, and for this reason most of the disputes lose that bitterness which is caused by the sudden stoppage of the works. Such a stoppage seriously interferes with the plans of the employers, and always causes more or less serious financial loss to both parties to the controversy."

4. Opinions of employers and employees as to the sliding-scale system.—There has usually seemed to be very general satisfaction with the sliding-scale system, both on the part of employers and employees in the iron and steel trade,[1] although employers often object to being forced to deal with the union at all. It is pointed out by workingmen especially that the absence of any fixed agreement regarding the conditions of labor, leaving the determination of wages and other conditions to arbitrary action by the employer, is productive of industrial warfare. On the other hand, if wages are fixed for a given period of time the workingmen can not share in the advantage of increased prosperity during that period. By means of the sliding-scale system an arrangement is established which prevents the question of changes in wages from being brought up for discussion except at fixed times and in a systematic manner, while at the same time wages adapt themselves to changes in conditions. Since the profits of the manufacturer increase more rapidly with rising prices than the wages of workingmen, there is little temptation to deceive as to the actual prices received and little disposition to object to the advantage gained by the workingmen. On the other hand, the representatives of the workingmen insist that in general a minimum should be established, beneath which wages shall not fall, whatever be the prices. It is urged that living wages must be paid under any circumstances, and that prices must, if possible, be forced to a point sufficient to pay such wages. If this is impractical, the manufacturer is in a better position to do without profits, at least for a time, than the workingman to do without adequate wages.

[1] See especially opinions of Mr. Garland, former president of the Amalgamated Assocation, and of Mr. Schaffer, its present president, Reports of the Industrial Commission, vol. vii, pp. 88–97, 383–387.

The sliding-scale system possesses, of course, also the same general advantages in promoting industrial peace which belong to other systems of conciliation by which joint agreements as to the conditions of wages are reached. Indeed, the familiarity with the conditions of production which comes to the representatives of the workingmen through the inspection of the accounts of manufacturers to ascertain the proper basis of prices on which to determine wages under the sliding-scale system, tends especially to promote intelligent negotiations as to the general wage scale.

5. Settlement of minor disputes.—The general scales of wages adopted by the conferences of manufacturers with the Amalgamated Association provide for the settlement of local disputes, not by arbitration, but by negotiations between officers of the union and the representatives of the employing company. The same is true in general regarding agreements entered into by individual companies and the Amalgamated Association. All these agreements provide that disputes shall be adjusted in accordance with the rules of the constitution of the Amalgamated Association. These rules provide that each sublodge shall have a mill committee consisting of 3 members from each department of work represented in the lodge. This committee takes up any matter of dispute, such as is likely to arise especially regarding details, with the employing company. In case the committee for any department of work fails to adjust the difficulty, a joint meeting of all the lodges directly affected is to be held to consider the grievance. If the meeting determines to insist upon the position taken, it must notify the vice-president of the Amalgamated Association for the particular district in which the mill is located. The vice-president investigates the matter and negotiates with the officers of the company to secure a settlement. In case of a failure to effect an adjustment a strike ensues. There is no general provision for referring the dispute either to outside arbitrators or to a joint committee of employers and employees not directly concerned.

6. System among the tin workers.—The workers in the tin-plate industry, especially those employed in the tinning houses, have recently formed a national union. They have naturally followed the Amalgamated Association in methods of organization and of dealing with employers. The constitution of the Tin Workers provides that wherever practicable scales of prices shall be established for each branch of the trade in the district, subject to the control of the executive committee of the district, or of the convention. The recent policy of the organization has been, so far as possible, to govern the entire field by uniform scales of wages. The constitution provides further that when the employees of any department of a factory desire a revision of the scale they must submit the proposed changes to the local lodge. The lodge shall take a written ballot on the question. No lodge or member shall countenance the holding of meetings outside of the lodge rooms for the purpose of agitating for the advantage of particular classes. The alterations approved by the local lodge must be sent to the secretary-treasurer of the international lodge. They must all be printed and sent to the subordinate lodges, who shall direct their delegates to the international convention how to act upon them.

Prior to the meeting of the convention the president appoints a wage committee from among the delegates. This committee must be furnished by the local lodges with a detailed statement concerning the condition of their mills, the amount of work done, the feelings of the members regarding wages, etc. The wage committee draws up a report, which is considered in secret session of the convention. Any change of scale requires the vote of two-thirds of the delegates.

The attempt is made to secure a conference with the representatives of the employers immediately after the convention of the Tin Workers, for the settlement of the scale. The constitution formerly provided if no agreement should be reached in this conference the matters in dispute should be submitted to the sublodges for action, proper voting sheets being prepared for that purpose. The vote of the individual members should be returned within 14 days, and it required a two-thirds vote of the members voting to insist upon the demands that have given rise to the disagreement. If there were a two-thirds vote further negotiations must be begun, and if no settlement were reached there must be a strike.

In practice these rules were somewhat modified by the attitude of the employers. A conference was held with the representatives of the American Tin Plate Company in 1899. The company recognized the organization and signed the scale, but the terms contained were not as favorable as desired and there was some criticism upon the officers accepting them. The officers, however, declared that the organization was not strong enough to push further claims. In 1900 the constitution was amended so as to give the conference committee practically unlimited power.

The actual procedure in the adoption of the scales of 1901 is described by the secretary of the Tin Plate Workers as follows:

"This year our conference committee was made up as follows: A general conference committee composed of 10 members, 2 from each of the 4 districts, and the president and secretary-treasurer. This committee met the American Tin Plate Company only. A subconference committee made up of 5 members, 2 of whom were the president and secretary-treasurer, the other 3 being different individuals from those on the general committee. This committee conferred with the independent firms, i. e., independent of the American Tin Plate Company. However, before settling with the American Tin Plate Company this year, after having been in session 3½ days, the subconference committee was called and joined with the general committee for a joint consultation. This subcommittee did not meet with the general committee in its session with the company."[1]

The following are the main provisions of the agreement with the American Tin Plate Company covering 1901–1902. It will be noted that provision is made for negotiation between committees of employers and employees as regards minor disputes without reference to arbitration or for a formal vote by a joint board:

SCALE OF PRICES, 1901–1902.

We, the American Tin Plate Company, parties of the first part, and the Tin Plate Workers' International Protective Association of America, parties of the second part, do hereby agree that in all mills recognized by the parties of the first part as now organized, the following scale of prices shall govern the wages of employees, commencing July 16th, 1901, and ending July 15th, 1902:

SECTION 1. Tinners shall receive on Jumbo stacks 5½ cents per box and risers 3⅛ cents per box for all plates occupying over 36 inches of the rolls. For all plates occupying 36 inches and less of the rolls, tinners shall receive 6½ cents per box and risers 4½ cents per box.

[Numerous details as to special classes of work omitted.]

* * * * * * *

SEC. 12. That all rates shall be advanced 5 per cent for the following employees:

Plate wheelers earning less than $2.00 per day.

Assorters earning less than $1.25 per day.

Boxers, shearmen, and pickling hands earning less than $1.75 per day.

Scrapers, gatherers, branners, floor sweepers, janitors, tin-house greasemen, palm oil, metal, storehouse, and lime men, and all truckers in and around tin house and assorting room earning less than $1.45 per day,

Reckoners earning $1.15 per day and less.

It being understood that there shall be no advances on 1900–1901 scale rates for the following: Cranemen, bosh truckers, tin weighmen, cold-roll and annealing department employees.

That men working on scruff furnaces at American and Anderson works shall be paid $1.52 per day.

SEC. 13. That at the option of the American Tin Plate Company a box or tonnage rate not in excess of the adjusted day rate may be fixed to govern all operatives named in clause 12.

This box or tonnage rate to be established locally by the district manager representing the American Tin Plate Company, and the national president and district vice-president representing the Tin Plate Workers' International Protective Association.

SEC. 14. It is further agreed to that no tinner shall be required to tin plates on Saturday later than 12 noon or earlier than 5 o'clock on Monday morning.

* * * * * * *

SEC. 16. The American Tin Plate Company shall, in such works as it deems expedient, arrange that eight hours shall constitute a day's work on all tinning machines, it being agreed, however, that where the eight-hour system at present obtains it shall be continued, and that where two turns of ten hours each are worked the turns shall not be increased.

Where two turns exceeding ten hours are worked the day turn shall be reduced to ten hours and the night turn to eleven hours, and the turns shall alternate.

SEC. 17. The rates for openers shall be the same as those in scale of 1900–1901, it being agreed that the parties of the first part shall handle all iron, both before and after being opened in the Indiana and Muskegon mills.

SEC. 18. 2,240 pounds shall constitute a ton.

SEC. 19. That in case of disagreement between the workmen and the foreman the appeal shall be to the mill superintendent. In case of no agreement, the workmen shall appeal to their committee, who shall submit the matter to the local management. In case no local settlement can be effected, the question shall be referred to the district executive committee of the Tin Workers' Union, who shall confer with the district manager. Should no settlement be reached and a strike be deemed necessary by the party of the second part, before such strike is declared the question shall be finally submitted by the Tin Workers' national executive committee to the manufacturers' executive committee, and in case of disagreement ten days' notice of intention to strike shall be given, and work shall be continued in the interim; it being distinctly agreed that no strike shall occur unless aforesaid mode of procedure be followed. Should a strike occur, without such procedure having been followed, this entire agreement shall be considered null and void.

SEC. 20. That foremen and assistant foremen of all departments governed by this contract, including head annealers, picklers, and cold rollers, shall not be eligible as members of the Tin Plate Workers' International Protective Association of America.

SEC. 21. That the parties of the second part shall appoint a mill committee on each turn, who, in connection with the superintendent or manager, shall investigate all complaints and will be allowed in all departments of the works for such purpose.

FOOTNOTES.

(a) That in all mills where tinners do not run their own patches and same are collected and run on certain stacks the rates shall be 27½ cents per hour for tinners and 20 cents per hour for risers, the management of the works of the American Tin Plate Company reserving the option of requiring the tinners and risers to work all of their own patches on their own tinning machines at the box rate as fixed and agreed in the scale for year commencing July 16th, 1901.

[1] Letter of July 9, 1901.

(b) In cases where the employees under the jurisdiction of this association are required to stay in the mill longer than two and one-half hours on account of breakage or shortage of material they shall be paid 16⅔ cents per hour after that time.
(c) Tinners, redippers, and risers shall be paid for all primes and wasters.

THE AMERICAN TIN PLATE COMPANY,
By WARNER ARMS, *Second Vice-President.*

TIN PLATE WORKERS' INTERNATIONAL PROTECTIVE ASSOCIATION,
By GEORGE POWELL, *President.*

APPENDIX.

The following are the verbal agreements entered into by and between the representatives of the American Tin Plate Company and the representatives of the Tin Plate Workers' International Protective Association of America.

* * * * * * *

It is understood by both parties to this contract that the advances named in clause 12 are to apply to *employees only who are members of the Tin Plate Workers' International Protective Association.*

III. STOVE FOUNDRY TRADE.

One of the most effective systems of collective bargaining and arbitration to be found in any trade is that between the Iron Molders' Union and the Stove Founders' National Defense Association, which has been in existence since 1891.[1] According to the testimony of witnesses representing both the employers and the employees, it appears that prior to the adoption of the system of conciliation the relations between the iron molders and the stove manufacturers were usually very hostile. Strikes were numerous, and the employers declare that the Iron Molders' Union was arbitrary and extreme. Finally, in 1886, after a great strike, involving 8 or 9 large stove foundries in Troy, N. Y., the manufacturers, as a measure of self-defense, organized the Stove Founders' National Defense Association. This organization made provision for the mutual protection of manufacturers in case of strikes by the levying of assessments, the performance of work by other establishments for factories in which strikes were in force, and by various other methods. The organization is one of the strongest ever established among manufacturers in the United States for mutual aid in dealings with labor. For several years after the organization of the new association disputes with the Iron Molders' Union continued, but the manufacturers were much more commonly successful than before. A strike at St. Louis shortly after the formation of the Defense Association led ultimately to the shutting down of all the factories connected with that association throughout the country, and to the defeat of the strikers. In various other strikes the manufacturers were successful, and some made their shops nonunion. It was about this time that one of the manufacturers, who had risen from the ranks and had formerly been a prominent member of the Iron Molders' Union, proposed a system of joint agreements and arbitration. This led to a conference between the representatives of the organizations of employers and employees, which met in 1891, and which adopted an agreement declaring in favor of the principle of arbitration. The clauses of this agreement relating to the settlement of disputes have remained unchanged to the present time, but later conferences have added further regulations, especially with regard to the specific conditions of labor.

The agreement, which is printed in full below, provides for conciliatory methods of settling disputes locally, with appeal to a central board in case of failure to agree. In addition to the settling of disputes, the system provides for collective bargaining and joint annual agreements fixing wage scales for the entire country.

Representatives both of the employers and of the employees lay great stress upon the importance of the provision in the joint agreement of 1891, which requires the parties to any dispute themselves to attempt to settle it by conciliatory methods, and that neither party shall discontinue operations pending investigation and adjudication. It is held that the spirit of mutual toleration which is thus developed prevents friction, and usually renders appeal to the higher authorities unnecessary. If, however, the parties can not reach an agreement, they may refer the dispute to the respective presidents of the Iron Molders' Union and the Stove Founders' National Defense Association, who shall themselves, or by deputies, give it due consideration. If these two can not agree, they may summon the conference committee, which consists of 3 members elected by each organization annually. The decision of the presidents by agreement or of the conference committee by a majority vote is binding upon each party for 12 months.

No provision is made for referring matters as to which the representatives of the two organizations can not agree to any outside authority. The officers of both

[1] See testimony of officers of these two organizations in reports of the Industrial Commission, vol. vii, p. 860, and vol. xiv, p. ——.

organizations insist that it is an essential feature of the system that the settlement of disputes be intrusted to those who are expert in the trade and who can decide it equitably. As a matter of fact, very nearly all disputes which are not settled locally are satisfactorily disposed of by the presidents of the two organizations or their representatives without summoning the conference committee. Only once since 1891 has the conference committee been called upon to act on a local dispute. There is a strong motive to bring about early settlement without appeal to the committee since it is known that if the committee fails to act by majority vote a fight must ensue.

This system of arbitration applies not only to shops where exclusively union men are employed, but also to shops employing even less than a majority of union men. Of course, while in such cases the action of the officers in reaching an agreement is binding only upon the members of the Iron Molders' Union, the provisions of the agreement apply equally to union or nonunion employees.

There is no distinct provision in the existing permanent articles of agreement between the stove founders and the iron molders requiring the holding of annual conferences to determine the conditions of labor, but in practice such conferences are held by the joint committee already described—perhaps in conjunction with a few other members acting without formal authority in advisory capacity—and general wage scales for the entire year are adopted each year. Indeed, one clause of the permanent agreement adopted in 1892 provides that "the general rate of molders' wages should be established for each year without change." The payment of wages is largely based on the piecework system. The establishment of uniform wages in all the different establishments is considered a great advantage to employers in equalizing the conditions of competition, as well as an advantage to the workingmen.

Great satisfaction is expressed by officers of the organizations, both of the employers and of the employees, with the working of the system of joint agreements and conciliation. It is declared on both sides that strikes have been entirely eliminated since 1891, and that there has been a growing spirit of friendliness. Emphasis is laid on the fact that mutual respect is enforced by strong organization on each side, and that in the absence of such organization it would be impracticable to enforce joint agreements and wage scales or the decisions of arbitrators. It is noteworthy that during the depression from 1893 to 1897, when wages were cut in many other trades, they remained unchanged in the stove-foundry trade. In 1899 the iron molders asked for an advance of 15 per cent and succeeded in obtaining an advance of 10 per cent by the joint agreement of that year. In 1900 another demand for an advance of 15 per cent was compromised by an advance of 5 per cent.

The present permanent articles of agreement in the stove foundry trade are as follows:

AGREEMENTS AT PRESENT EXISTING BETWEEN THE STOVE FOUNDERS' NATIONAL DEFENSE ASSOCIATION AND THE IRON MOULDERS' UNION OF NORTH AMERICA.

Conference, 1891.—Whereas there has heretofore existed a sentiment that the members of the Stove Founders' National Defense Association and the members of the Iron Moulders' Union of North America were necessarily enemies, and in consequence a mutual dislike and distrust of each other and of their respective organizations has arisen, provoking and stimulating strife and ill-will, resulting in severe pecuniary loss to both parties; now this conference is held for the purpose of cultivating a more intimate knowledge of each other's persons, methods, aims, and objects, believing that thereby friendly regard and respect may be engendered, and such agreements reached as will dispel all inimical sentiments, prevent further strife, and promote the material and moral interests of all parties concerned.

Clause 1, conference 1891.—Resolved, That this meeting adopt the principle of arbitration in the settlement of any dispute between the members of the I. M. U. of N. A. and the members of the S. F. N. D. A.

Clause 2, conference 1891.—That a conference committee be formed, consisting of six members, three of whom shall be stove moulders appointed by the Iron Moulders' Union of North America and three persons appointed by the S. F. N. D. A., all to hold their offices from May 1 to April 30 of each year.

Clause 3, conference 1891.—Whenever there is a dispute between a member of the S. F. N. D. A. and the moulders in his employ (when a majority of the latter are members of the I. M. U.), and it can not be settled amicably between them, it shall be referred to the presidents of the two associations before named, who shall themselves or by delegates give it due consideration. If they can not decide it satisfactorily to themselves, they may, by mutual agreement, summon the conference committee, to whom the dispute shall be referred, and whose decision by a majority vote shall be final and binding upon each party for the term of twelve months.

Pending adjudication by the presidents and conference committee, neither party to the dispute shall discontinue operations, but shall proceed with business in the ordinary manner. In case of a vacancy in the committee of conference it shall be filled by the association originally nominating. No vote shall be taken except by a full committee or by an even number of each party.

Clause 4, conference 1892.—Apprentices should be given every opportunity to learn all the details in the trade thoroughly, and should be required to serve four years. Any apprentice leaving his employer before the termination of his apprenticeship should not be permitted to work in any foundry under the jurisdiction of the I. M. U. of N. A., but should be required to return to his employer. An apprentice should not be admitted to membership in the I. M. U. of N. A. until he has served his apprenticeship and is competent to command the average wages. Each apprentice in the last year of his apprenticeship should be given a floor between two journeymen moulders, and they, with the foreman, should pay special attention to his mechanical education in all classes of work.

Clause 5, conference 1892.—The general rate of moulders' wages should be established for each year without change.

Clause 6, conference 1892.—When the members of the defense association shall desire a general reduction in the rate of wages or the Iron Moulders' Union an advance, they shall each give the other notice at least thirty days before the end of each year, which shall commence on the first day of April. If no such notice be given the rate of wages current during the year shall be the rate in force for the succeeding year.

Clause 7, conference 1892.—The present established price of work in any shop should be the basis for the determination of the price of new work of similar character and grade.

Clause 8, conference 1892.—Any existing inequality in present prices of moulding in a foundry or between two or more foundries should be adjusted as soon as practicable upon the basis set forth in the foregoing paragraphs, by mutual agreement or by the decision of the adjustment committee provided by the conference of March, 1891.

Clause 9, conference 1896.—Firms composing the membership of the S. F. N. D. A. should furnish in their respective foundries a book containing the piece prices for moulding, the same to be placed in the hands of a responsible person.

Clause 10, conference 1896.—New work should always be priced within a reasonable time, and under ordinary circumstances two weeks is considered a reasonable time, and such prices, when decided upon, should be paid from the date the work was put in the sand.

Clause 11, conference 1896.—The members of the S. F. N. D. A. shall furnish to their moulders: Shovels, riddles, rammers, brushes, facing bags, and strike-off; provided, however, that they charge actual cost of tools so furnished, and collect for the same, adopting some method of identification; and when a moulder abandons the shop, or requires a new tool in place of one so furnished, he shall, upon the return of the old tools, be allowed the full price charged, without deducting for ordinary wear; any damage beyond ordinary wear to be deducted from amount to be refunded.

Clause 12, conference 1896.—When there is a bad heat, causing dull iron, the foreman's attention shall be called to it, and payment shall be made for work that is lost from this cause only when poured by foreman's order, or person next in authority.

If sufficient iron is not furnished the moulder to pour off his work, and such work has to remain over, he shall be paid for such work remaining over at one-half the regular price.

These rules shall apply excepting in case of break down of machinery or other unavoidable accident, when no allowance shall be made.

Clause 13, conference 1898.—Whenever a difficulty arises between a member of the S. F. N. D. A. (whose foundry does not come under the provisions of clause 3, 1891 conference) and the moulders employed by him, and said difficulty can not be amicably settled between the member and his employés, it shall be submitted for adjudication to the presidents of the two organizations, or their representatives, without prejudice to the employés presenting said grievance.

Clause 14, conference 1898.—In pricing moulding on new stoves, when there are no comparative stoves made in the shop, the prices shall be based upon competitive stoves made in the district, thorough comparison and proper consideration being given to the merits of the work according to labor involved.

IV. FOUNDRY TRADE.

The system of arbitration or conciliation established by the Stove Founders' National Defense Association and the Iron Molders' Union has become the basis for the system between the National Founders' Association and the Iron Molders' Union.

1. The National Founders' Association.—The National Founders' Association is composed of employers in foundries of various classes, exclusive of stove foundries. The organization dates from 1898. It has followed in a general way the plan of the Stove Founders' National Defense Association. Probably in no other trades have organizations of employers established such vigorous and definite methods for mutual assistance in dealings with organized labor as in these two. The system, therefore, merits somewhat detailed description.

The National Founders' Association admits to membership any person, firm, or corporation operating a foundry where castings of iron or other metals are made. Each member is entitled to one vote, while those employing more than a certain number of men are entitled to additional votes. The organization covers the entire country, which for its purposes is divided into eight districts. In each district the chief executive power falls to a committee of 5 members, elected by the national association at its convention from names suggested by the members of each district. The chairman and vice-chairman of each of these district committees, together with the president, vice-president, and treasurer of the national organization, constitute a central administrative council.

The fact that the main purpose of this organization is to protect its members in dealings with labor is evidenced by the statement of objects in the constitution as follows:

First.—The adoption of a uniform basis for just and equitable dealings between members and their employees, whereby the interests of both will be properly protected.

Second.—The investigation and adjustment, by the proper officers of the association, of any question arising between members and their employees.

The nature of the organization is further shown by the contents of the obligation into which members are required to enter, which is as follows:

All members of this association shall make, execute, and acknowledge in writing an agreement, or obligation, in words and manner following, to wit:

"We, the undersigned, being foundry operators, do hereby covenant and agree to and with each other, and every person composing the membership of the National Founders' Association, as follows:

"*First.*—In consideration of fair dealing being a cardinal principle of this association, we pledge

ourselves to protect any of our fellow-members who may require our support against any unjust demands of labor organizations, and to endeavor to settle all disputes amicably.

"*Second.*—We bind ourselves to obey the constitution and by-laws, and all proper rules made in conformity with the same, provided they do not conflict with the laws of the country, State, or province in which we do business."

No person may withdraw from membership unless after four weeks' notice and payment of all dues, nor may any member resign during the existence of a strike or pending the settlement of one between any member and his employees.

The by-laws provide for the collection of assessments and the establishment of a reserve fund as a means of conducting labor disputes effectively. Each member, aside from the annual dues of $50, is required to pay 10 cents per month for each molder employed by him. Contributions to the fund may be suspended by action of the association for a definite time. The administrative council may levy additional assessments when necessary, and has full power to act in such manner as effectually to fulfill the objects of the association.

In case of a dispute between any member of the association and his workmen, the district committee is summoned and negotiates with the employees. In practice, especially in view of the joint arbitration agreement hereafter described, this negotiation amounts to conciliation of a more or less formal character, at least in so far as the workingmen are members of the Iron Molders' Union, between the employers' committee and that of the union. In case, however, of a failure to reach a settlement, whether on the part of the district committee or of the national conference committee hereafter described, the employers' organization takes vigorous measures to assist the member in the conduct of his dispute. The district committee may select either of the three following methods:

1. Procure men who will make such work as is required in the shop of the member.
2. Afford him compensation for loss of production.
3. Make such work as he may require, or take other action desirable.

The by-laws also provide for combating boycotts and for prosecuting the leaders of mobs or other workingmen who are guilty of lawless actions. The provisions on this subject in full follow:

ARTICLE IX.

SECTION 1. If the district committee determine to protect the attacked member by procuring for him men to work in his shop, they shall immediately inform the president, secretary, and administrative council.

The other members of the association shall be required to supply such member and keep him supplied, until the district committee shall declare the trouble ended, with competent workmen to the extent of seventy per cent of the maximum number he employed, according to his last report. The proportion to be supplied by each member shall be determined by the president and secretary upon the ratio that the number employed by him bears to the total number employed by the whole membership of the association. If after five days from the date of notification any member shall not have supplied his quota, he shall then be assessed and shall pay into the reserve fund at a rate to be determined by the administrative council (but which shall not exceed two dollars per day) for each man not supplied until he shall have filled his quota. Should the number of men required be less than one man for each of the members of this association, or if it be impossible to otherwise formulate an equitable requirement, the president and secretary shall group together in a fair and reasonable manner certain members and require them to supply the man or men, in default of which they shall severally pay their proportionate assessments for man or men not furnished.

SECTION 2. If the other members of the association shall not supply the member whose men have struck with competent workmen to the extent of seventy per cent of the maximum number he employed, according to his last report, the association shall compensate such member, and the administrative council shall determine the amount of the compensation which shall be paid to the member out of the reserve fund of the association. Such compensation shall in no case exceed the sum of two dollars ($2.00) per man per day for every man not furnished him after the expiration of seven days from the date of the committee's decision. Such compensation shall terminate or be varied at the discretion of the administrative council.

SECTION 3. The administrative council shall have power to exempt a member sustaining a strike or recovering from its effects from the operation of section 1 of this by-law.

ARTICLE X.

SECTION 1. If the district committee determine to protect a member by compensating him for the loss of production, instead of having his goods made or men supplied him, the administrative council shall determine the amount of such compensation to be paid out of the reserve fund of the association.

SECTION 2. Such compensation shall in no case exceed $2.00 per man per day to the extent of seventy per cent of the maximum number he employed, according to his last quarterly report. Compensation shall commence seven days from the date of the committee's decision and terminate or be varied at the discretion of the administrative council.

ARTICLE XI.

SECTION 1. During the existence of a boycott against the product of any member of this association, none of the workmen originating the trouble from which the boycott proceeded shall be countenanced or encouraged by any other member until such boycott shall have been removed.

ARTICLE XIII.

SECTION 1. All expenses for police or other protection of the property of any member threatened with injury or destruction by combinations of strikers and their sympathizers shall be paid by the association, provided the district committee and administrative council shall have approved of such protective measures.

SECTION 2. It shall be the duty of the district committee, subject to the approval of the administrative council, to authorize, order, and conduct the prosecution of the leaders of mobs or persons threatening or doing injury to the property of the members, also those instrumental in establishing so-called boycotts against their production, and the expenses of such prosecution shall be paid by the association out of the reserve fund.

2. The national arbitration system.—Early in 1899 the National Founders' Association and the Iron Molders' Union held a joint conference with a view to establishing a peaceful method for the settlement of disputes. The system adopted was very similar to that in the stove foundry trade, providing that, if reasonable efforts by the parties to a dispute to reach an adjustment should fail, it should be referred to a committee consisting of the presidents of the respective national organizations and two other representatives of each association. The committee can act by a majority vote. There is no arrangement for calling in an impartial umpire. This agreement in full follows:

NEW YORK AGREEMENT.

[In force and ruling between the Iron Molders' Union of North America and National Founders' Association.]

Whereas the past experience of the members of the National Founders' Association and the Iron Molders' Union of North America justifies them in the opinion that any arrangement entered into that will conduce to the greater harmony of their relations as employers and employees will be to their mutual advantage: Therefore be it

Resolved, That this committee of conference endorse the principle of arbitration in the settlement of trade disputes and recommend the same for adoption by the members of the National Founders' Association and the Iron Molders' Union of North America on the following lines:

That in the event of a dispute arising between members of the respective organizations, a reasonable effort shall be made by the parties directly at interest to effect a satisfactory adjustment of the difficulty; failing to do which, either party shall have the right to ask its reference to a committee of arbitration, which shall consist of the presidents of the National Founders' Ass'n and the Iron Molders' Union of North America, or their representatives, and two other representatives from each ass'n appointed by the respective presidents.

The finding of this committee of arbitration, by a majority vote, shall be considered final in so far as the future action of the respective organizations is concerned.

Pending adjudication by the committee on arbitration, there shall be no cessation of work at the instance of either party to the dispute.

The committee of arbitration shall meet within two weeks after reference of the dispute to them.

This agreement contains no provision regarding collective bargaining and the adoption of national scales of wages. There is, however, no restriction upon the nature of the disputes which may be settled by the conference committees. Not merely minor matters of interpretation may come up, but also questions as to wages and the general labor contract. It follows that there is likely to be a tendency toward the establishment of uniform conditions of labor, differences as to local conditions being referred from time to time to the central authority, which will act in view of conditions throughout the entire country. As indicated below, moreover, there is a growing disposition to favor the establishment of formal national scales of wages.

3. Working of the arbitration system.—It appears that the system of conciliation for the settlement of disputes in the foundry trade has not, on the whole, worked as satisfactorily as in the stove foundry trade. The workingmen hold that some of the members of the National Founders' Association are less favorably disposed toward organized labor, and less willing to establish a fair uniform basis of competition among themselves, than in the case of members of the Stove Founders' National Defense Association. Nevertheless, the president of the National Founders' Association declares that "innumerable differences have been settled, always by virtue of conciliation. There has not been a single case where an umpire has been called in." The last sentence implies that a disposition to call in an umpire might conceivably appear, although there is no provision in the joint agreement for an umpire. This officer says further that the joint board of conciliation, however, has often failed to settle differences. He attributes this fact largely to the great diversity in the conditions of the general foundry trade, as distinguished from the simplicity and uniformity of conditions in the stove industry. He also holds that the fundamental agreement is somewhat crude, although its work is growing more and more potent. "It is confidently believed that after two or three years more, the general features of successful conciliation will be worked out, and all conflict on either side become a thing of the past."[1]

[1] Letter from H. W. Hoyt, president N. F. A., June 15, 1901.

The most serious dispute which has arisen since the joint agreement in the foundry trade was established was that in the foundries of Cleveland and Lorain, which lasted from July 2, 1900, to February 15, 1901.

The ostensible matter of dispute was a difference of 10 cents a day in wages. There were, however, underlying causes which were more serious. The editor of the Iron Molders' Journal said, writing after the settlement of the dispute:

> Our national executive board reluctantly concluded that before any substantial good could come from the agreement between the Molders' Union and the Founders' Association to arbitrate the differences of their members a conflict was inevitable. It often so happens that before mutual respect can be established, a fight must be undertaken. That thought influenced the executive board to grant the molders of Cleveland the support of the organization in upholding their demand for a continuance of the 10 cents per day advance.

At the Detroit conference of 1900, between the National Founders' Association and the Iron Molders' Union, the members of the employers' organization had submitted a series of resolutions, which the representatives of the union had refused to accept. These resolutions especially insisted upon the right of the employer to employ nonunion men, to operate machines and his plant generally as he should see fit, and to elect between piecework and time-work as a basis for the payment of wages. These demands in full were as follows:

> That inasmuch as the individual molder's capital is represented principally by his labor, we recognize his right and privilege to work for whom and where he pleases, and the justice of his being a party to the agreement determining what compensation shall be paid him for such capital or services, and that in any and every agreement relating to the question of compensation the molder shall be accorded the right of deciding, in connection with the employer, what shall be the amount of such compensation; that in his failure to secure what he believes to be just compensation, the question of such compensation shall be submitted to a committee of arbitration, composed of an equal number of representatives of the Iron Molders' Union of North America and the National Founders' Association, and the finding of such committee as to the amount of such compensation shall be accepted by both interested parties.
>
> That inasmuch as it is the employer's capital alone that is invested in his business, there shall be accorded to him the right to determine the manner and method in which such capital so invested shall be operated, and to him shall be accorded the right and privilege of employing whom he may please, at such price as may be mutually agreed upon, and at such work or class of work as he may decide, and for such length of time as he may elect, provided that he does not in any such arrangement do an injustice to the individual rights of his employees as American citizens.
>
> That inasmuch as it is the employer's money that is being paid for such compensation, there shall be accorded to him the right to elect the method by which such compensation shall be determined, whether by the time worked or by the amount of work performed, which latter is commonly known as piecework, with the proviso that should this latter system of compensation be adopted, in any case in which the molder believes that either improper compensation, unjust accounting, or any other irregularity in connection with the system is being practised, he shall have the right to ask for a hearing before an arbitration committee as provided for in Article II.
>
> That inasmuch as the molding machine is the product of the machine shop and not of the foundry, it is not under the jurisdiction of the molder, but having been produced at the expense of the employer, there shall be accorded to him the right to operate it in whatever manner he may elect, the same as his right to operate his power plant, cranes, or any other mechanical devices which have been brought into the foundry for the better prosecution of the employer's and molder's joint interest.

It appears that the Cleveland dispute virtually grew out of the attempt of the employers in that city to enforce the principles laid down in the resolutions above described. According to the statement of the editor of the Iron Molders' Journal, "representative members of the association openly stated that the chief issue of the struggle was whether the foundrymen of Cleveland could hire whom they pleased and at such wages as was agreeable to the employer and the individual employee without dictation from any outside organization, and for the principle of 'open' shops. That was exactly the issue as we recognized it, and on those lines we were willing to fight it out."

The fight was taken up by the National Founders' Association, and the most vigorous measures were taken to win it. Money raised by the association was used to pay bonuses to nonunion molders who took places in the Cleveland foundries. These bonuses, which were added to the regular wages of $2.75 a day, are understood to have been regularly $2 a day, and are alleged in some cases to have been considerably greater. Under these strong inducements the number of nonunion molders steadily increased. But it was an expensive way of fighting. At the end of seven months and a half the matter was compromised, and a written agreement was reached. The molders did not get the 10 cents a day which was the nominal cause of the strike. They did secure the exclusion of nonunion molders from the shops, and the principle of a fixed minimum rate of wages, with the further condition that no man should receive less than he was receiving before the strike, excepting the 10 cents a day in question. The minimum rate of wages established by this agreement was 27½ cents, and it was provided that the further adjustment of wages should be made by an agreement to be negotiated in June, 1901. Apparently the purpose of further negotiation was to establish wages, so far as possible, on a national basis. The Cleveland agreement further provided that the arbitrary limitation of output on the part of molders, as well as the

arbitrary demand for an increase in output on the part of employers, "not being in accord with the spirit of equity which should govern the relations of employer and employee," should be viewed with disfavor. A further clause provided that the right of the employer to introduce molding machines should not be questioned, and that in determining who should operate such machines regard should be given to the question of how their best possibilities can be brought out and how the work can be most economically produced.

It appears probable that the result of this dispute was to establish the system of conferences, as regards future differences, even more firmly than before. The Cleveland agreement above described was itself negotiated by the national conference committee provided for by the general agreement between the two national organizations, and it especially declared that further details as to differences should be settled by this conference committee; while the provision for the further conference in June regarding wages also pointed toward the desire for the perpetuation of the system of friendly conferences.

4. **Local agreements as to conditions of labor.**—While the National Founders' Association and the Iron Molders' Union have not yet introduced a system of national agreements fixing the conditions of labor by collective bargaining, the policy of both organizations seems directly to favor the establishment of written agreements of a local character and the gradual extension of the system in the future until national agreements become possible. There is as yet no uniformity in the various local agreements which have been made. Often they consist of only a brief provision fixing the minimum wage rate. In some instances differentials between bench molders and floor molders are established, and provisions regarding overtime are very common. None of the local agreements provides for the exclusive employment of union men.

Among the most important of these local agreements may be mentioned those in New York and Philadelphia. The New York agreement system was introduced in 1899. The various iron molders' unions in New York have established a joint conference board, which negotiates with the employers of the city. The agreement of June 1, 1899, fixed wages (floor molders $3 and bench molders $2.75 per day as a minimum), provided for time and a half rates for overtime work, granted Saturday holidays fortnightly during the summer, and provided for the continuance of the system of joint annual agreements to be adopted by yearly conferences between the foundry men and the iron molders' conference board.

The Philadelphia agreement of March 4, 1901, is much more elaborate. It is in the form of an agreement between the two national organizations themselves on behalf of their local members. The demand for the exclusive employment of union men and the operation of foundries in accordance with strictly union rules was withdrawn by the molders under this agreement. Wages were fixed at 27½ cents per hour, and differentials provided for. The same provision regarding arbitrary limitation of output or demands for excessive output as was introduced in the Cleveland agreement is found also here. A further clause declares that all unfair or unjust shop practices on the part of either party are to be viewed with disfavor by the national organizations, respectively, and that any differences regarding such practices, or any future disputes of any kind, which can not be amicably settled by the parties in interest, shall be submitted to arbitration in accordance with the general agreement first described. This Philadelphia agreement in full follows:

PHILADELPHIA, *March 4th, 1901.*

AGREEMENT BETWEEN THE NATIONAL FOUNDERS' ASSOCIATION (ON BEHALF OF ITS PHILADELPHIA MEMBERS) AND THE IRON MOLDERS' UNION OF NORTH AMERICA (ON BEHALF OF ITS PHILADELPHIA MEMBERS).

ARTICLE I. In view of the fact that there has been an agreement entered into at the recent conference in Cleveland, Ohio, between representatives of both associations, on the question of equitable wage rates for molders, and in view of the mutual understanding that there is to be a further conference on the subject within a reasonable time—as may be agreed upon by the presidents of the respective associations—for the purpose of further perfecting the details regarding the regulation of wages of molders;

It is agreed that the temporary agreement, entered into July 16th, 1900, shall be null and void, and that the agreement herein contained shall supersede the above-mentioned temporary agreement.

ARTICLE II. The iron molders, members of the Philadelphia union of the Iron Molders' Union of North America, agree to withdraw their demands that the foundrymen of Philadelphia should operate their foundries under the rules and regulations of the union.

ARTICLE III. In accordance with the national agreement entered into at the recent conference in Cleveland on the regulation of molders' wages, the foundrymen of Philadelphia who are members of the National Founders' Association, and the molders of Philadelphia who are members of the Iron Molders' Union of North America, agree to the following wage scale:

The standard minimum wage rate for bench and floor molders who have learned the general trade of molding shall be twenty-seven and one-half (27½) cents per hour, or sixteen dollars and fifty cents.

($16.50) per week of sixty (60) hours, it being understood that when a molder has completed his work before regular shop-closing time such time shall not be deducted in computing the week of sixty (60) hours.

ARTICLE IV. The standard minimum wage rate shall be subject to the following DIFFERENTIALS:

1st. The young man who has completed his apprenticeship and who, by reason of his mechanical inferiority or lack of experience, or both, in either branch of the trade of molding shall be unfitted to receive the full wage rate provided for above, shall be free to make such arrangements as to wages with his employer for a period mutually satisfactory as may be agreeable to himself and employer.

2nd. The molder who, by reason of his physical incapacity or physical infirmity, can not earn the standard minimum wage rate is to be free to make such arrangements as to wages as may be mutually satisfactory to the employer and himself.

3rd. There being in some foundries a grade of work calling for less skill than is required by the ordinary molder, this grade of work being limited in quantity, it is agreed that nothing in this agreement shall be construed as prohibiting the foundrymen from employing a molder to make such work and paying for same at a rate that may be mutually agreed upon between the molder and foundrymen. It is understood that a molder who is working for and receiving a rate of wages of twenty-seven and one-half (27½) cents per hour or over, is not to be asked or expected to make the grade of work referred to above for any less wage rate than he is regularly entitled to under this agreement. This does not give the molder the right to refuse to make the work if it is offered to him at his regular wage rate.

ARTICLE V. It is agreed that nothing in the foregoing shall be construed as prohibiting piece or premium work, and when it is desired on the part of the foundryman that his work shall be done under the piecework or premium system, it is agreed that the wages of the molder shall be based so that he may earn a wage not less than if working by the day. This is understood as applying to molders who are competent to do an equal amount of work and of equal quality to the average molder in the foundry in which he is employed.

Where the foundryman and molder can not agree on the piece price for a certain piece of work, the foundryman is to have the work done by the day for a period of a day or more, according to the nature of the work, in order to establish a fair and equitable wage rate on the work in question.

It is further agreed that nothing in this agreement shall be construed as preventing a molder from agreeing with his employer on a piece price as soon as he is given a pattern.

ARTICLE VI. Time and half time shall be paid for all overtime excepting in cases of accident or causes beyond control consuming not more than thirty (30) minutes; and double time for Sundays and legal holidays, to wit: Fourth of July, Labor Day, Thanksgiving Day, and Christmas. It being further understood that when foundries do not make a practice of running beyond bell or whistle time and are occasionally late, the "give and take" system shall apply in all such cases, it being understood that both sides should show a spirit of fairness in adjusting matters of this kind.

ARTICLE VII. Arbitrary limitations of output on the part of the molders, or arbitrary demands for an excessive amount of output by the molders on the part of the foundrymen, being contrary to the spirit of equity which should govern the relationship of employer and employee, all attempts in that direction by either party, the molder or foundryman, are to be viewed with disfavor and will not receive the support of either of the respective associations party to this agreement.

It being further agreed that the wage rates specified herein are to be paid for a fair and honest day's work on the part of the molder and that in the case of a molder feeling that a wrong has been done him by his employer, and that his treatment has been at variance with the terms of this agreement, he shall first endeavor to have the same corrected by a personal interview with his employer, and, failing in this, then he shall report same to the proper channel of his local union for its investigation. If there is any objectional action on the part of the molder which is in conflict with this agreement or the spirit thereof, then the employer is to endeavor to point out to the molder where he is wrong, and failing in this, he may discharge the man for breach of discipline, or else retain him in his service and submit the case to the National Founders' Association for investigation.

In order that there may be no misunderstanding as to wages a molder is to receive under the above agreement, it is understood that a molder must agree with the employer on the rate of wages that he is to receive at the time he is engaged; it being further agreed that neither the molder nor the foundryman is to deviate from the terms of this agreement as to wages or deportment.

ARTICLE VIII. In conformity with the agreement adopted at the recent conference in the city of Cleveland, the National Founders' Association and the Iron Molders' Union of North America, deprecate strikes and lockouts, and desire to discourage such drastic measures among the members of their respective associations.

It is therefore agreed that all unfair or unjust shop practices on the part of the molders or foundrymen are to be viewed with disfavor by the Iron Molders' Union of North America and the National Founders' Association, and any attempt on the part of either party to this agreement to force any unfair or unjust practice upon the other is to be the subject of rigid investigation by the officers of the respective associations, and if upon careful investigation such charges are sustained against the party complained of, then said party is to be subject to discipline—according to the by-laws of the respective associations.

And it is further agreed that all disputes which can not be settled amicably between the employer and molder shall be submitted to arbitration under the "NEW YORK AGREEMENT."

ARTICLE IX. When the words "employer" or "foundrymen" are used, it is understood that their foremen or representatives may carry out the provisions of this agreement and act for them.

ARTICLE X. It is further agreed that nothing in the foregoing shall be construed as applying to operators of molding machines who have not learned the general trade of molding, and the right of a foundryman to introduce or operate molding machines in his factory shall not be questioned.

ARTICLE XI. This agreement shall continue in force to July 16th, 1901, and thereafter to June 3rd, 1902, and to continue from year to year, from June 3rd, 1902, unless notice be given on May 1st of any year by either party to this agreement signifying their desire to change or modify the conditions of this agreement.

And it is further agreed that should any agreement be reached by a conference of representatives of the National Founders' Association and the Iron Molders' Union of North America upon the question of wage rates for molders, and in conflict with the terms of this agreement, that a conference of the parties hereto shall be called immediately to conform the terms of this agreement to those of the national agreement; otherwise this agreement is to continue in force as above provided.

[Copy of "New York agreement" referred to in "Article VIII" here inserted.]

This agreement to go into effect Monday, March 4th, 1901.

V. MACHINISTS AND ALLIED TRADES.

1. **History of adoption of agreement of machinists and employers.**—The subject of the strikes of the International Association of Machinists at Chicago and other cities during 1900 was made a special topic of investigation by the Industrial Commission, and the final settlement of these difficulties by arbitration within the trade, together with the permanent arbitration agreement entered into between the International Association of Machinists and the National Metal Trades Association, have been fully described in the testimony before the commission.[1] A brief summary of the conditions leading to the arbitration agreement will, however, be desirable in this place, especially because the agreement reached is one of the few which are of national significance.

From the testimony before the commission, it appears that the first proposal for the establishment of a national arbitration system for the settlement of disputes relating to the machine trades came from the manufacturers, and that they were influenced by the examples in the closely related stove and foundry trades. The employers had formed during 1899 an association known as the National Metal Trades Association, one of whose principles was to attempt to secure the settlement of trade disputes on national lines. When the strike at Chicago was inaugurated early in 1900 the International Association of Machinists appears to have been unwilling at first to arbitrate on national lines, either from doubt as to the ability of the National Metal Trades Association to control its members, or from doubt of the ability of the machinists' organization itself to bind the local unions. The demand of the representatives of the National Metal Trades Association that all strikes should be declared off before the questions in dispute should be arbitrated was also rejected at the outset. Representatives of the two associations finally signed an agreement on March 31 for the settling of the Chicago strike and of other difficulties by national arbitration, but this agreement was for some time inoperative. Finally in May the representatives of the two national associations met in New York, and after some hesitation the officers of the International Association of Machinists acceded to the demand that all strikes should be declared off pending the adoption of a general agreement as to arbitration and as to the conditions of labor. After further negotiation such a general agreement was adopted and signed by the representatives of the two organizations. An additional agreement as to some details of the arbitration process was adopted November 16, 1900.

2. **Contents of arbitration agreement.**—These agreements did not apply to all the manufacturers employing machinists throughout the country, but only to those who are members of the National Metal Trades Association. The Machinists have since been attempting to secure somewhat similar agreements with individual firms which are not members of the employers' association. This latter form of agreement, however, contains no provisions regarding recognition of the machinists' organization as such nor regarding the arbitration of disputes. The more general agreements between the National Metal Trades Association and the International Association of Machinists provided that thereafter in all disputes between members of the respective organizations the parties should first make every reasonable effort among themselves to secure an adjustment. Failing in this it should be submitted to the district chairman of the Metal Trades Association and some person selected by the employees. If these should not effect a settlement the dispute should be referred to a committee consisting of the presidents of the two associations and two other representatives from each association appointed by the respective presidents. The finding of this committee, by a majority vote, should be considered binding. It will be observed that there was no provision for referring the matter to an umpire in case of equal division in the arbitration board. The agreements also define the qualifications for machinists, but granted to the employers the right to judge of the competency of their employees. Provision was made for the payment of extra wages for overtime. The number of apprentices was limited. The hours of labor, which have usually been 60 a week, were to be reduced to 57 at the expiration of 6 months from the date of the agreement and to 54 after 12 months.

The text of the three agreements between the National Metal Trades Association and the International Association of Machinists, omitting a few paragraphs of temporary and local application, follows:

[1] See Vol. VIII of Reports of Industrial Commission.

CHICAGO AGREEMENT.

This agreement made this 17th day of March, 1900, between said committee acting for and representing said National Metal Trades Association and said committee acting for and representing said International Association of Machinists,

Witnesseth: The parties hereto believing in the principle of national arbitration in settling contentions that arise between employers and their employees, instead of resorting to lockouts and strikes, do hereby recommend for ratification by the two organizations known as the National Metal Trades Association and the International Association of Machinists the following joint agreement:

Whereas the past experience of the National Metal Trades Association and the International Association of Machinists justifies the opinion that mutual agreements conducing to greater harmony in their relations as employers and employees will be of advantage: Therefore

Resolved, That this committee of conference indorse the principle of national arbitration in the settlement af trade disputes and recommend the same for adoption by the members of the National Metal Trades Association and the International Association of Machinists. Be it further

Resolved, That in all pending disputes, and in disputes hereafter to arise between members of the respective organizations—i. e., an employer and his employees—every reasonable effort shall be made by the said parties to effect a satisfactory adjustment of the difficulty; failing in which, either party shall have the right to ask its reference to a committee of arbitration, which shall consist of the presidents of the National Metal Trades Association and of the International Association of Machinists, or their representatives, and two other representatives from each association appointed by their respective presidents. The findings of this committee of arbitration, by a majority vote, shall be considered as final as regards the case at issue, and as making a precedent for the future action of the respective organizations. Pending adjudication by the committee of arbitration there shall be no cessation of work at the instance of either party to the dispute. The committee of arbitration shall meet within two weeks after the reference of the dispute to them.

This agreement shall take effect from the date of its ratification by the two said associations, notice of which ratification shall be promptly given to each other by the respective secretaries.

And it is further agreed that during the time necessary for the ratification hereof, as above provided, and the time needed to consider and act upon the above-proposed joint agreement, there shall be no lockout or strikes in either association, and all lockouts or strikes that now exist and are participated in by the members of either of the parties to this agreement shall be immediately and officially called off wherever they may exist.

Signed on behalf of the administrative council of the National Metal Trades Association by the following subcommittee, duly authorized by said administrative council:

H. W. HOYT.
F. W. PILSBRY.
W. J. CHALMERS.

Signed on behalf of the International Association of Machinists:

JAS. O'CONNELL,
International President.
STUART REID,
General Organizer.

NEW YORK AGREEMENT.

At a meeting of the joint board of arbitration of the National Metal Trades Association and the International Association of Machinists, appointed under the Chicago agreement of March 17, 1900, signed March 31, 1900, held at the Murray Hill Hotel, New York City, May 10 to 18, 1900, the following resolutions were adopted and agreements entered into, to take effect from this date:

Resolved, That the strikes be declared off in the factories of the members of the National Metal Trades Association in the city of Cleveland and Paterson, the National Metal Trades Association, members of this board, to wire the members of their association in these two cities to meet a committee from each shop of their former employees to arrange for the return of as many men as their present necessities require; and that subsequent requirements of men shall be filled from their former employees whom they may not be able to reinstate at the present time.

The intent of this last clause is, that if, within the next six months, former employees make application for reinstatement they shall be reinstated, provided there are vacancies for them.

Where strikes exist in these cities in firms other than the members of the National Metal Trades Association, who will agee to the settlement herein entered into, after the same has been adjusted by this joint body, such strikes shall be declared off also.

Whereas doubts have been expressed by members of this board, representing both parties to this conference, as to the ability of their respective organizations to control their members: Now, therefore, be it

Resolved, That the members of this board pledge themselves each to the other that in case of the refusal of any member of the respective organizations represented to observe and carry out in an honorable manner the findings and decisions of this board in regard to strikes and lockouts, based upon a fair, just, and liberal interpretation as to what is known as the Chicago agreement, we will report such member or members to our respective organizations for discipline, suspension, or expulsion, as the merits of the case may justify.

MACHINIST.

A machinist is classified as a competent general workman, competent floor hand, competent lathe hand, competent vise hand, competent planer hand, competent shaper hand, competent milling-machine hand, competent slotting-machine hand, competent die sinker, competent boring-mill hand, competent toolmaker, and competent linotype hand. To be considered a competent hand in either class he shall be able to take any piece of work pertaining to his class, with the drawings or blue prints, and prosecute the work to successful completion within a reasonable time. He shall also have served a regular apprenticeship or have worked at the trade four years.

It is understood that the question of competency is to be determined by the employers. Since the employers are responsible for the work turned out by their workmen, they shall, therefore, have full discretion to designate the men they consider competent to perform the work and to determine the conditions under which it shall be prosecuted.

This last paragraph does not in any way abridge or destroy the right of appeal from any apparent or alleged unjust decision rendered by an employer of labor, or his representative, in conformity with the powers vested in him by this paragraph.

OVERTIME.

All overtime up to 10 o'clock p. m. shall be paid for at the rate of not less than time and one-quarter time, and all overtime from 10 p. m. until 12 midnight shall be paid for at a rate of time and one-half time, and that after 12 o'clock and legal holidays and Sundays shall be paid for at a rate of not less than double time.

In cases of emergencies, where shop machinery breaks or runs down, and it is absolutely necessary to repair the same so that the factory can run on Monday, this time shall be paid for at a rate of time and one-half time. The repairs above referred to apply only to the machinery of the employer.

The foregoing rates not to interfere in any way with existing conditions; that is, where a higher rate than the above is paid now, no reduction will take place.

Such rates for overtime shall not apply to men regularly employed on night gangs.

APPRENTICES.

There may be one apprentice for the shop, and in addition not more than one apprentice to every five machinists. It is understood that in shops where the ratio is more than the above that no change shall take place until the ratio has reduced itself to the proper number by lapse or by the expiration of existing contracts.

EMPLOYMENT AND HOURS.

No discrimination shall be made against union men, and every workman shall be free to belong to a trade union should he see fit. Every employer shall be free to employ any man, whether he belong or not to a trade union. Every workman who elects to work in a shop will be required to work peaceably and harmoniously with all fellow employees, whether he or they belong to a trade union or not. He shall also be free to leave such employment, but no collective action shall be taken until any matter in dispute has been dealt with under the provisions for avoiding disputes, as per the Chicago agreement dated March 17, 1900, signed March 31, 1900. The National Metal Trades Association does not advise its members to object to union workmen or give preference to nonunion workmen.

Fifty-seven hours shall constitute a week's work from and after six months from the date of the final adoption of a joint agreement, and fifty-four hours shall constitute a week's work from and after twelve months from date of final adoption of a joint agreement, the hours to be divided as will best suit the convenience of the employer.

In consideration of this concession in working hours, the International Association of Machinists will place no restrictions upon the management or production of the shop, and will give a fair day's work for a fair day's wage.

NOTE.—This is not to interfere in any way with shops where a less number of hours per week is already in operation. * * *

Resolved, That the resolutions and agreements heretofore adopted by this board be now approved as a whole, to take effect from this date.

For and on behalf of the National Metal Trades Association—

(Signed) D. MCLAREN, *President;*
(Signed) EDWIN REYNOLDS,
(Signed) WALTER L. PIERCE;

For and on behalf of the International Association of Machinists—

(Signed) JAS. O'CONNELL, *Pres't;*
(Signed) D. DOUGLAS WILSON,
(Signed) HUGH DORAN,
Joint Board of Arbitration.

Dated New York, May 18, 1900.

RESOLUTION, NOVEMBER 16, 1900.

Copy of resolution adopted by the administrative council of the National Metal Trades Association and the officers and board of trustees of the International Association of Machinists in joint session at the Murray Hill Hotel, New York City, November 16, 1900:

Whereas in the joint agreement adopted by the administrative council of the National Metal Trades Association and the International Association of Machinists it was agreed that all pending disputes and disputes hereafter to arise between members of the respective organizations—that is, between an employer and his employee or employees—should be settled by arbitration; and

Whereas it was further agreed that, pending such arbitration, no strike or lockout should occur.

Be it further resolved, That for the purpose of providing means by which the employer or employee may derive the benefits of this agreement the following methods shall be pursued:

When a dispute shall arise between an employer and his employee or employees, every reasonable effort shall be made by the said parties to effect a satisfactory adjustment of the difficulty, and in case such difficulty can not be settled between the employer and his employee and employees it shall be referred, on the part of the member of the National Metal Trades Association, to the chairman of the district in which he is located, and by the employee or employees to such representative as he or they may select, who shall by all means in his or their power endeavor to adjust the difficulty to the satisfaction of both parties.

Should this committee fail to make such adjustment, then either party shall have the right to ask for a conference between the presidents of the two associations or their representatives. In the event of their being unable to adjust the differences satisfactorily, then it shall be referred to arbitration, as provided in the agreement of May 18, 1900. The findings of this arbitration, by a majority vote, shall be considered as final as regards the case at issue.

Pending adjudication by arbitration there shall be no cessation of work at the instance of either party to the dispute.

3. Break-down of agreement system, 1901.—The arbitration agreement between the International Association of Machinists and the National Metal Trades Association was destined to be short lived. It will be remembered that the National Metal Trades Association includes by no means all of the establishments employing machinists. The international officers of the Machinists' Union decided in 1901 that the time was ripe to inaugurate a general demand on the part of all the

members of the organization for the 9-hour day. The New York agreement, providing for the reduction of hours to 9 per day, to take place one year from the date of the agreement, contained nothing regarding the rate of wages to be paid after the reduction of hours. The Machinists determined to demand that the rate of wages per hour be so increased as to make the pay under the 9-hour day the same as had been received for 10 hours' work.

After the International Association of Machinists had given notice to employers, both those belonging to the National Metal Trades Association and those outside, that a general demand for the 9-hour day, with the same pay as before, would be made on May 20, a conference was held between the administrative council of the Metal Trades Association and Mr. O'Connell, president, and Mr. Wilson, secretary, of the International Association of Machinists. It appears that the representatives of the workingmen's organization demanded that the question as to the rate of wages to be paid after the reduction of hours should be settled by a conference between the national representatives of the respective organizations of employers and employees. The officers of the Metal Trades Association declared that they had no authority to settle this question of wages. They stated that the national conference held in May, 1900, had specifically refrained from attempting to fix wages on the ground that this was a local matter. It was pointed out that the arbitration system, as amended by the resolution of November, 1900, provided that in case of dispute between any member of the National Metal Trades Association and his employees local arbitration should first be attempted before reference to national arbitration; and it was maintained that this question as to wages under the 9-hour day must be referred to local arbitration in accordance with these rules. The administrative council of the Metal Trades Association also passed a resolution to the effect that the arbitration of local boards on this question should be carried out as promptly as possible, and that the findings should date back to May 20. President O'Connell, of the Machinists' Association, however, refused at this conference to concede to the proposition that the demand regarding wages should be taken up in the first instance locally, and the conference broke up without a settlement. Each party appears to have stood thereafter strictly upon its position, the Metal Trades Association insisting on local settlement of the question of wages, and the machinists' organization insisting upon settlement on national lines. The employers asserted that the union men had broken the agreement since it required the reference of all disputes to local arbitration. The International Association of Machinists asserted that the very implication of the agreement of May, 1900, providing for a reduction of hours to 9 per day in May, 1901, was that wages should not be reduced, but that the change should represent a real gain to them; and that the only question at issue was the interpretation of this national agreement, which accordingly should be settled by the national organizations directly.

Another point made by the officers of the National Metal Trades Association, was that the machinists had violated the agreement of May, 1900, in some instances by insisting upon restrictions of output and of methods of operating shops, in direct violation of the terms of the agreement. It was asserted that a garbled copy of the agreement, in which these provisions were omitted, had been circulated by the machinists, and that the attempt had been made even to secure the signatures of members of the National Metal Trades Association to this abbreviated agreement. The machinists declare that the full text of the agreement, as adopted, was published in the Machinists Journal, and that the abbreviated agreement, which was used only by some of the local organizations, was intended for presentation to employers not members of the National Metal Trades Association, in the hope that terms even more favorable to the union could be secured from these employers. The officers assert that there was no deception or violation of agreement in this regard on the part of the International Union. There seems little doubt, however, that some of the members of the local unions did not fully understand or approve the concessions made on these points in the agreement with the Metal Trades Association.

The position of the respective organizations regarding the strike of 1900 is more fully set forth in the statements printed in full below.

STATEMENT OF NATIONAL METAL TRADES ASSOCIATION.

The National Metal Trades Association in convention assembled, defines its position and the issues it is defending in the present machinists' strike to be as follows:

1. No further back than March, 1900, an agreement was made in Chicago between our association and accredited officers of the International Association of Machinists, declaring that arbitration should for good and all be adhered to as the primary principle for deciding disputes between employers and employees, and that 2 months later a joint committee from the 2 International Associations entered into a formal contract binding themselves and each other to follow peaceful arbitration of disputes through all possible phases and officially condemning strikes and lockouts.

Within 1 year, at the first test to which this contract was subjected, the president of the International Association of Machinists ignored the direct request of the National Metal Trades Association for an arbitration committee to interpret disputed clauses of the contract and to take up any matter of dispute between the 2 associations, and he, James O'Connell, president of the International Association of Machinists, without attempt to arbitrate, officially called a strike against shops of our members which did not accede to certain arbitrary demands by a specified date. We declare that we urged President O'Connell to arbitrate any and all matters of dispute, and reiterated our willingness to abide by arbitration, and used our best efforts to avoid a strike. We deplore the fact that the general officers of the International Association of Machinists have seen fit to violate their contract and thrown dishonor on the association for which they stand and so make it impossible for our association to place any faith in the responsibility of the Machinists' Union.

2. The clause in the agreement secondary only to that of arbitration bound the machinists to—

"Place no restrictions upon the management or production of the shop," and in exchange for the above the employers granted a 54-hour week, beginning May 20, 1901, so that every member of our association was compelled and bound to run his shop on a schedule of 54 hours after that date. We therefore declare that the 54-hour week was not an issue for the machinists to strike upon.

We assert in addition emphatically that the Machinists' Union, through their accredited general and local officers, did not keep faith with us in our unquestioned right to run our shops without restriction, but that they from the start violated the spirit and the letter of their agreement. Immediately after the signing of the joint agreement of May 18, 1900, the International Association of Machinists issued a document purporting to be the agreement as entered into between the International Association of Machinists and the National Metal Trades Association, which document was sent to the local lodges of the Union throughout the United States and Canada and by their walking delegates, business agents or shop committees was broadly presented to the machinery manufacturers for their signature, and further that this document was published in the official journal of the International Association of Machinists. This document left out every point which might be construed in favor of the employer and so was entirely misleading to the individual union workman and the manufacturers not members of this Association. The principal points omitted in this garbled statement are verbatim as follows:

"EMPLOYMENT AND HOURS.

"No discrimination shall be made against union men and every workman shall be free to belong to a trade union, should he see fit. Every employer shall be free to employ any man, whether he belongs or not to a trade union. Every workman who elects to work in a shop will be required to work peaceably and harmoniously with all fellow employees, whether he or they belong to a trade union or not. He shall also be free to leave such employment, but no collective action shall be taken until any matter in dispute has been dealt with under the provisions for avoiding disputes as per the Chicago agreement, dated March 17, 1900, signed March 31, 1900. The National Metal Trades Association does not advise its members to object to union workmen or give preference to non-union workmen.

"In consideration of this concession in working hours, the International Association of Machinists will place no restrictions upon the management or production of the shop and will give a fair day's work for a fair day's wage."

Moreover, in numerous cases and through widely separated localities the union machinists have flagrantly restricted the production of the shops, denied flatly the right of the employer to govern his own affairs, and have interfered with the management and methods of our shops, and it is this point which we declare to be the issue which we defend in this contest.

3. As regards wages, this association has from the start declined to take any national action and has made no agreements, actual or implied, with the International Association of Machinists on this point, reports to the contrary notwithstanding. We believe that the question of wages is a commercial one between the individual employer and his employee, governed only by natural economic laws and varying with conditions and localities and a subject which it is not proper or possible that an association such as ours should deal with. This question of wages was discussed at great length when the contract of May, 1900, between our association and the International Association of Machinists was made, and the verdict as given above was concurred in unanimously by both parties to the agreement, as the records of said meeting and the joint agreement shows. We therefore decline to admit wages as a national issue and declare it a local question.

4. Our position therefore is as follows: We declare that the Machinists' Union has through its national and local officers broken faith with us and proven themselves to be an irresponsible body, with whom we can make no contracts that will be binding upon them. We recognize the right of any man to belong or not to any religious, political, or economic sect as he may see fit; also his right to leave our employment at his free will, and his right to sell his labor at the best price he can command. We maintain our inalienable rights to employ a man whether he belongs or not to any organization and at wages mutually satisfactory, and also to discharge him at our discretion. We insist that the management of a shop is in the hands of the employer and is not to be interfered with by the employee. We insist that a fair day's work shall be given for a fair day's wage, and we will give a fair day's wage for a fair day's work. We believe that a shortening of the working hours or an increase of wages can only be brought about by the hearty cooperation of employer and employee in advancing and not in retarding production, and by introducing and not fighting improved methods. We decry strikes and lockouts as unbusinesslike and unnecessary, and believe that all disagreements can be adjusted by other means, and the condition of employer and employee both benefited more by harmonious progress than by strife and discord.

THE NATIONAL METAL TRADES ASSOCIATION.

By order of The Administrative Council:

EDWIN REYNOLDS, *President.*

RESOLUTIONS OF ANNUAL CONVENTION OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS.

Whereas, according to press dispatches bearing date of the 2d instant, and emanating from New York, and this body having no evidence of notice to the contrary, it would seem that the officials of the National Metal Trades Association have declared war upon the International Association of Machinists and defiance to and repudiation of every principle for which that association stands; and in doing so they, it is alleged, have stated their reasons for so doing is that our international body, through its officials, has violated the agreement entered into with the National Metal Trades Association on May 18, 1900, by refusing to arbitrate the question of wages when the 9-hour day went into effect on the 20th ultimo; and

Whereas, seeing that the question is not mentioned in the said agreement, and that certain officials of the National Metal Trades Association and other members of that body have put the 9-hour day schedule into effect in accordance therewith, and made no reduction in pay, it is but fair to assume that by implication and in spirit no reduction was intended; and

Whereas the International Association of Machinists, through its president, did all that could be done with honor to get a satisfactory adjustment by pacific means, offering to accept any decision reached by an arbitration that would cover the question nationally; and

Whereas the said efforts proving futile, and the proffered offer of peace being brutally refused: Be it therefore

Resolved, That we, the delegates assembled at the ninth convention of the International Association of Machinists, after due and mature deliberation, and in the name of the membership that we represent, do hereby accept the challenge forced upon us by the National Metal Trades Association, etc.

The result of the machinists' strike was the complete adandonment of the system of agreements and arbitration between the National Metal Trades Association and the International Association of Machinists. It is stated that many employers not belonging to the Metal Trades Association conceded the demands of the union, and that some of the members of that association did the same, with the consent of the council of the association. Statements of representatives of the organizations of employers and of employees differ as to the proportion of the members of the National Metal Trades Association who were successful in resisting the demand for an advance in wages per hour coincident with the reduction in the number of hours. The administrative council of the National Metal Trades Association on May 28, 1901, issued a declaration of principles. It declared the agreement of May 18, 1900, null and void. It asserted that the employers would not admit any interference with the management of their business; that they would themselves be the judges of the competency of their men and of the proper methods of production, and that they would require a fair day's work for a fair day's pay. The employer, it was asserted, has the right to elect whether payment shall be by the hour, by the premium system, by piecework, or contract, and to determine the number of apprentices. The resolution declared further that the National Metal Trades Association disapproves absolutely of strikes and lockouts, and will not arbitrate any question with men who strike. The principles thus enunciated were declared to be essential and not subject to arbitration, but the association recommended that other questions should be submitted to local arbitration. The association declared that no discrimination would be made against men because of membership in labor organizations.

It is by no means impossible that, despite the temporary breaking up of the agreement system, it will again be established, perhaps even more firmly than before. It has repeatedly been asserted by employers and employees who have had experience with similar systems, that it is necessary that each side should learn, perhaps by one or more prolonged conflicts, to fear the strength of the other side. The movement in the direction of an affiliation of the various labor organizations in the allied metal trades, and the apparent desire of the promoters of this movement to establish a system of joint agreements and arbitration with national organizations of employers, gives reason to hope that in course of time such a system may be fairly established in all of these allied trades.

4. Attempt of pattern workers and allied organizations to secure national agreements.—The annual report of President Thomas, of the Pattern Makers' League, presented at the convention of that organization in June, 1900, declared that it would be necessary in the future that there be more of conferences and arbitration in settling trade disputes than in the past. He expressed the hope that the growing strength of the organization may force such recognition of it by employers as will make these methods possible. He declared that the great strikes of the Pattern Makers in Boston, New York, and Philadelphia during the year 1899 were the chief cause of the organization by the employers of the National Metal Trades Association.

In March, 1900, the local Pattern Makers' Union at St. Louis petitioned for support in a strike for the 9-hour day. The president of the league then recommended that no action be taken until after the meeting between the National Metal Trades Association and the International Association of Machinists in May. President Thomas of the Pattern Makers, together with President Lynch of the Metal Polishers and President Mulholland of the Biciycle Workers (now Allied Metal Mechanics), were present at New York at the time of this conference, and jointly requested the National Metal Trades Association to make the same agreement with their respective organizations as with the International Association of Machinists. A courteous reply was received, stating that the matter would be laid before the proper officers.[1]

In November, 1900, Messrs. Lynch, Mulholland, and Thomas, together with President O'Connell, of the Machinists, and President Gompers, of the American Federation of Labor, had another conference with the administrative council of the National Metal Trades Association, and tried to arrange for an agreement

[1] Proceedings of Ninth Regular Session of Pattern Makers' League, pp. 7, 24, 25.

between the association and the several trade unions. Though the local employers' association at St. Louis had referred the local unions to the national association, the administrative council took the ground that it could not enter into such an agreement until it had received authority from a convention of the body. The representatives of the unions have hoped that an arrangement may be reached after the organization of the proposed metal trades federation, arrangements for which were begun at a meeting in July, 1901. The break-up of the agreement system between the Machinists and the National Metal Trades Association will, of course, delay, if not altogether prevent such a result.

VI. GLASS TRADES.

The workingmen in the various branches of the glass trades are, to a very great extent, organized into strong national unions. The comparatively small number of glass factories and the high degree of skill required of the workers has specially facilitated close and vigorous organization on their part. The employers are also organized, though in no such strong and formal fashion as in the foundry trades. In all branches of the glass industry the conditions of labor have for a considerable number of years been established, as regards those factories which recognize the unions at all, by conferences between representatives of the organizations of employers and of employees, which adopt written agreements and scales annually. The systems in the various branches are all quite similar.

1. **Flint-glass trade.**[1]—The flint-glass trade is divided into a number of fairly well-defined branches, although some factories include several of the different branches. There are several organizations of employers corresponding roughly to the different branches of the trade, while all of the workingmen in the flint-glass trade are organized in one body—the American Flint Glass Workers' Union. The joint agreements are made for each of the different branches of the trade separately.

If any local union of the employees desires a change in the scale of wages or in the conditions of labor, notice must be sent to the secretary of the national organization by February 1. The secretary is directed to notify the various local unions of the proposed changes, and secure their action regarding them before the conference with the manufactures. For each of the various branches of the trade the employees elect a conference committee of 5 members, and the manufacturers elect a corresponding number. The members of the conference committees of the employees are nominated by the local unions and voted upon by a referendum vote of all the unions, the 5 receiving the highest number of votes in each branch being declared elected.

The joint committee of each branch thus constituted usually holds a preliminary conference in May or June, in which the demands of each side are presented and discussed, and agreements on some of the points at issue are generally reached. It appears, however, that these preliminary conferences are not always held by all of the branch committees. Thus, in 1899, the pressed-ware department failed to provide for a preliminary conference, and several conferences which were dependent upon this one also were postponed. The annual convention of the Flint Glass Workers' Union is held in July, and to this the propositions of manufacturers and employees, as brought out in the preliminary conferences, are submitted for discussion. In some instances the preliminary conferences have practically settled points of disagreement and the conventions content themselves with approving the action of the conferees. More generally, however, there is a discussion. The president of the union appoints for each branch of the trade a relatively large committee to take up the terms of the proposed agreement and report to the convention. On the basis of this report the conference committees are instructed as to the position which they shall take in the final conferences with the manufacturers' committees which are held in the latter part of July or in August. While, according to the statements of the representatives of the employers, the conference committees of the men often hold that they have no final authority to reach agreements except by the approval of the general organization, it is seldom the case that the agreements made in the final conference fail to meet the approval of the union men.

It appears that in the preliminary and final conferences action is taken by majority vote. In practice it is probably usually the case that the representatives of each side act virtually as a unit, and that a unanimous agreement is finally reached by mutual concessions on each side.

[1] See also testimony of Messrs. Thompson and Fry, Reports of Industrial Commission, Vol. VII, pp. 828-841, 895-906.

The joint agreements reached as the result of this process include a very elaborate system of piecework scales. Most glassworkers are paid by the piece, though some are paid by the day. The price of each article is based upon a "move," representing a certain number of pieces which a group of workingmen is supposed to be able to make in a turn of 4 or 4½ hours. The "move" was formerly the limit of the number of articles which the men were permitted to make in the allotted time, but the limitation has now been removed in 3 of the departments. In addition to the provisions regarding prices for piecework, the joint agreements contain numerous regulations as to the hours of labor, apprenticeship, the methods of work, and similar matters. (Further information as to the conditions of labor in this trade under the joint-agreement system will be found in volume vii of the reports of this commission, pages 160–171 of digest.)

There are also some provisions in the flint-glass trade for the settlement of minor disputes arising as to the interpretation of agreements or as to other matters. In some of the departments of the trade the joint agreements provide that any dispute which can not be settled between the parties directly interested shall be referred to an arbitration committee, consisting of equal numbers of manufacturers and workingmen. In other cases the general joint wage committee of the department acts as a committee of conciliation for the settlement of misunderstandings and disputes. Such differences are especially likely to arise as to the price lists for new articles which are introduced in the interval between the adoption of the annual scales. The constitution of the Flint Glass Workers' Union also provides for a factory committee in each factory whose duty it is to negotiate with the manufacturers as to all matters in dispute. Such factory committees, in conjunction with the management, act in the first instance concerning the establishment of piecework prices for new articles introduced in the factory.

2. Glass-bottle trade.—The system of collective bargaining in the glass-bottle trade is very similar to that in the other glass manufacturing trades. It has been in existence 12 or 15 years. The organization of workingmen, on the one hand, is known as the Glass Bottle Blowers' Association of the United States and Canada, while the employers are united into the National Green Glass Vial and Bottle Manufacturers' Association. All manufacturers are eligible to membership in the manufacturers' association, which includes at present between 60 and 75 persons. The membership of the workingmen's organization is about 4,500. As in other glass trades, there is a period of about 2 months during each summer in which the works close down. The joint agreements are made for the year beginning about September 1. One of the features of the system is the preliminary conference which is held between the representatives of the manufacturers and the workingmen in May. The wage committee of the Glass Bottle Blowers' Association consists of the executive board, which includes the president, vice-president, and 6 members elected at each annual convention. The wage committee of the manufacturers has an equal number of members. At this preliminary conference each side suggests any changes in the scale which it desires, and presents its arguments, but nothing is then finally determined. So complicated are the price lists and so numerous are the questions arising that this preliminary conference makes it possible for a clearer understanding to be reached as to the respective positions of the manufacturers and the employees, so that in the discussions at the separate conventions of the two organizations which follow, a more intelligent point of view may be taken. On this point President Hayes, of the Glass Bottle Blowers' Association, said in his annual report to the convention of 1900:

"The amount of work done at the May conference this year in the way of listing bottles and discussing important questions, proves that this preliminary meeting of the two wage committees has become a vital necessity, unless, indeed, we are desirous of a protracted wage conference later on, or possibly two or three separate ones, which may be prolonged to such an extent as to delay or hamper the beginning of work in the fall. At the May meeting we hear the manufacturers' side of the story, and are, therefore, enabled to lay it before the convention for discussion and counsel. This is right and proper, as it is a matter of duty for us to view all questions from both sides, and it would be neither just nor safe for us to legislate with only a one-sided knowledge of matters upon which the trade depends so much for successful operation."

The wage committee of each organization presents its report to a convention held during the latter part of June or July. It makes recommendations for changes in the scales of wages, taking into consideration the points brought up by the other side at the May conference. The reports of the wage committee are discussed and instructions are given by each convention to its committee as to the position which it is to take and the concessions which it is authorized to make. It is usually true, however, that some discretion is left to the wage committee in

reaching the final agreement at the second conference, which follows shortly after the conventions of the separate bodies. At these final conferences the points at issue are thrashed out and mutual concessions are made until agreements are reached. At times the sessions are prolonged. There is no provision for calling in outside arbitrators to settle points of disagreement, but the spirit of mutual fairness which has been developed by the system and the desire to avoid strikes and lockouts usually lead ultimately to a peaceful compromise.

Joint agreements adopted in this way include, in the first instance, an exceedingly elaborate system of piece prices. In the manufacture of bottles there are scores of different shapes for ordinary uses, and in addition almost every manufacturer of patent medicines, spirits, or other special articles contained in bottles, adopts peculiar shapes and sizes, for each of which the wage scale provides a piece price. The scale of 1900–1901 consists of 55 pages of such items.

In addition to the wage scale the joint agreement covers numerous practices and conditions of labor. Aside from rules as to technical details, especially such as serve to interpret the piecework scales, the most important provision of the agreement is that regarding apprentices. The joint agreement of 1900–1901 provides that there may be 1 apprentice for every 10 journeymen employed. There are a number of other somewhat complicated regulations to prevent employers from reducing the number of skilled men who shall be employed to perform different classes of work. Another rule requires that all members of the union must receive not less than $20 per week in wages, and that there shall be no deduction for private accounts or bills against members, all settlements being in cash.

There is no direct provision in the joint-agreement system in the glass-bottle trade for the settlement of local disputes, but the rules are so detailed that, in connection with the provision declaring that the price rules and regulations shall not be changed or deviated from in any manner by any local branch, individual, or manufacturer, occasions for disputes seldom arise so long as the annual agreement remains in force. An officer of the manufacturers' association states that misunderstandings which sometimes arise are usually settled by the general wage committee in special session.

The manufacturers who enter into this system of conferences and joint agreements agree to employ only union labor. Nearly all of the manufacturers in Pennsylvania and the more western States have for some time past belonged to the employers' association, and have employed union men. In "south Jersey" there are a number of establishments which long refused to recognize the Glass Bottle Blowers' Association and which employed exclusively nonunion men. During 1899 a vigorous effort was made to organize the employees of these companies and a prolonged strike resulted. Finally, nearly all of the manufacturers surrendered and permitted the organization of their employees, agreeing to abide by the joint agreement and to enter into the conferences of manufacturers and employees in the future. The result of this settlement was to unionize very nearly all glass-bottle factories in the United States and to bring them under the system of joint conferences and agreements.

There seems to be very general satisfaction on the part of both the employers and the employees in the glass-bottle trade regarding the working of the joint-agreement system. A statement by Mr. Dennis A. Hayes, president of the Glass Bottle Blowers Association, regarding the system is printed in volume vii of the reports of the Industrial Commission, pages 102–112; 920–922. In this statement the witness declared that the system was probably the most perfect one in the country. "We regard our contracts as binding as though they were sustained and could be enforced by the courts." Mr. Hayes said further: "I believe such a system is a long step forward toward removing most of the doubt and suspicion which exists between the workman and his employer." (In connection with this statement of Mr. Hayes, a copy of the leading provisions of the joint agreement, aside from wage scales, is printed—page 921.)

A prominent representative of the employers' organization, the National Green Glass Vial and Manufacturers' Association, asserts that the effect of the system is very beneficial. Each side has learned that the other is not so arbitrary as formerly supposed, "and knows that if any good reason is advanced for a change of any kind it will be given consideration and granted, provided conditions justify. This comes from years of intercourse. * * * In our organization we have found the working of joint agreements very satisfactory and know of nothing better. * * * Our relations are very harmonious and becoming more so each year, owing to our regular meetings and conferences."

3. Window-glass trade.—The system of annual conferences and joint agreements is found in the various branches of the window-glass trade in very similar form to that in which it exists in the glass-bottle trade and the flint-glass trade. Prior

to 1900 there were three organizations in the window-glass trade, those of blowers, of cutters, and of flatteners, the two latter organizations having seceded from the blowers at an earlier date. At present, after a contest between the blowers and the cutters, the latter have been forced to become amalgamated once more with the blowers, these two classes of workingmen being organized in what is known as Local Assembly 300 of the Knights of Labor. Prior to this amalgamation each of the three organizations of workingmen elected a committee to meet in separate annual conferences with representatives of the employers. There was formerly a general organization of the manufacturers in the window-glass trade, establishing a uniform scale throughout the entire country, subject to some minor variations on account of differences in conditions. After the formation of the American Window Glass Company, which brought into combination more than half of the window-glass companies of the country, that organization withdrew from the association with other manufacturers and made separate agreements with the different organizations of employees. It appears that there has been, to some extent, an attempt on the part of the combination to prevent the independent manufacturers from obtaining a sufficient supply of labor. The independent manufacturers formed a new organization in the summer of 1900. The relations between the American Window Glass Company and the independent manufacturers, and between those two parties and the labor organizations, have been greatly complicated during the past year and the conditions are not normal. In the past, however, joint annual agreements have been very systematically adopted, and the plan has done much to establish peaceful relations between employers and employees. A representative of the Window Glass Cutters' League, testifying before the Industrial Commission in 1900, asserted that the manufacturers had in general been fully as fair in their dealings as the men. In some cases, he admitted, there had been hard struggles over the agreements and strikes had ensued at times, but for the most part they had been avoided by the system of joint agreements. Another witness, formerly connected with the window glass blowers' organization, said that the manufacturers seemed to prefer dealing with the union because uniform conditions of cost as regards labor were thus secured and each manufacturer could compete on more certain terms.[1]

The following is a copy of the agreement of the window glass cutters for the eastern district covering the year 1900–1901. It will be observed that provision is made for arbitration of disputes by the officers of the organizations of employers and employees, with reference to an impartial umpire if necessary. The method of selecting an umpire is especially interesting. Only union men are to be employed.

SCALE OF WAGES AND RULES FOR WORKING OF THE WINDOW GLASS CUTTERS' LEAGUE OF NORTH AMERICA, FOR THE BLAST OF 1900 AND 1901 FOR EASTERN DISTRICT.

1. Manufacturers will not be required to cut sizes 6 x 8 to 12 x 18 double strength.
2. Cutters shall set out a limited number of stock sheets; but the amount of stock sheets set out shall not exceed six (6) one hundred foot boxes. This to apply to both single and double; for any blower, pot, or place; for any one settlement of four weeks; and no cutter shall set out more than six (6) one hundred foot boxes for any blower, pot, or place in any four weeks' settlement during the period of this agreement. All single-strength sheets set out for this purpose must be booked to the blower for what, in the judgment of the cutter, it is worth.
3. No double-strength sheets shall be set out for less than third bracket, third quality, except grinders.
4. Grinder glass.—A limited quantity of poor quality double-strength glass may be set out for the purpose of grinding, obscuring, enameling, chipping, etc., but for no other purpose.
5. The amount thus set out and known as grinders, must not exceed ten (10) one hundred foot boxes for any blower, pot, or place for any four weeks' settlement during the period of this agreement.
6. There shall be a settlement every four weeks, and the workmen paid in full not longer than three weeks thereafter.
7. Cutters are instructed to allow an extra light in each fifty (50) foot box of 13½ x 26 and 13½ x 28, that is, twenty (20) lights of 13½ x 28 and twenty-one (21) lights of 13½ x 26; in booking in the blower, however, they must be booked in the same brackets as formerly.
8. The following list to govern cutters when setting out single sheets: 36 x 50 to 36 x 52, 8 lights per hundred feet; 36 x 54 to 38 x 54, 7½ lights per hundred feet; 38 x 56 to 40 x 56 7 lights per hundred feet. In setting out double sheets, cutters to be guided by the number of lights in price list.
9. That the manufacturers be compelled to furnish bills of glass made and money earned at least seven days before settlement day.
10. That all cutters must, in setting out sheet glass of all kinds, mark on their slips both to the company and the blowers, the number of boxes set out for each blower, pot, or place. They must also specify in what brackets they book their sheet glass.
11. Cutters shall furnish blowers (whether regular or spare,) with a slip of their glass once a week.
12. The manufacturers to employ no cutter who is not a member of Cutters' League. Seven days' written notice to be worked out faithfully before any workman shall be entitled to receive a clearance card, and the manager of the works to assist the preceptor in the enforcement of the clearance card.
13. In case of willful neglect of duty on the part of the cutter, or drunkenness, said workmen subject to immediate discharge.

[1] See Reports of the Industrial Commission, vol. vii, pp. 166–169 of digest, and pp. 43–54 and 922–931 testimony.

14. The manufacturer of each factory shall adopt a system by which the glass booked can be properly checked, so as to avoid any and all mistakes.
15. It is hereby understood and agreed that in settlement in the western and northern districts, the same relative difference as now exists shall be maintained, and if any lower wages are made in these districts, or either of them, the same reduction shall be allowed on this scale.
16. The amount of market money to be paid in the eastern district shall be as follows: Cutters shall receive not less than $15 per week; provided they have the amount earned.
17. Final settlement and payment in full at the end of the fire releases both employer and employe from further engagements.
18. In case of any controversy arising in any factory in reference to wages, rules, or usages, it shall be referred to the chairman of the wages committee for settlement. Should it be necessary to have more than one trade represented the manufacturers shall be allowed an equal number of representatives. They, failing to agree, a referee shall be selected, and if the arbitrators can not agree on the referee, then each arbitrator shall write two names of disinterested parties not in any way connected with the glass business on slips of paper and all names put into a bag, and the first name drawn out shall be the person selected as the referee. The decision of this committee to be final and binding on all parties. Pending the rendering of a decision by this committee, factories to remain in operation.
19. Cutters must have their glass cut up four days after it is in the cutting room.
20. That the rules and usages of the manufacturers and of Cutters' League be printed for the use of both parties, and be in force at all works.
21. The cutters shall furnish slips giving size and quality of boxes set out as they book their cuttings under the various brackets.
22. Cutters are to be relieved of carrying out glass.
23. Cutters shall receive for single strength 28 cents per 100-foot box, for double strength 40 and 18-100 cents per 100-foot box, which includes assorting and booking glass to blower.
24. The cutters shall receive price and one-half for all fractional sizes above 13 x 13, excepting 13¼ x 26 and 13¼ x 28, and double price for all fractional sizes booked 13 x 13 and under, and double price for all sizes under 14 united inches.
25. Cutters shall be paid for number of boxes booked to blower.
26. That the manufacturers deduct from members' wages, when requested to do so by the president, secretary, or executive board; and the Window Glass Cutters' League of North America agrees to collect from its members money advanced to them by any manufacturer as market money or otherwise, if evidenced by a written request of said member or members.
27. No cutter shall be allowed to cut more than 2½ pots, or 480 boxes of single strength; nor more than 3 pots, or 360 boxes of double strength. The boss cutter shall be directed to see that cutters short in their quantity shall have spare cutting in preference to cutters who have their full quota.
27½. When a blower makes nine rollers or more in any place other than his own, the glass shall be cut by the cutter who cuts regularly for that place.
28. No person shall serve as boss cutter unless he be a member of Cutters' League.
29. Manufacturers to furnish chalk, oil, and ice for drinking water.
30. No glass shall be cut on Thanksgiving, Christmas, or Decoration Day.
31. No other rules and usages shall govern except those above printed.

VII. PRINTING TRADES.

1. **Typographical union.**—The varying conditions of the printing trade in different sections of the country make it impracticable to establish national agreements fixing uniform wages, hours, and other terms of employment for all sections and cities. The local unions of the International Typographical Union have long made it a practice to seek to secure written agreements regarding the conditions of labor with individual employers so far as possible. Very recently a system has been established by an agreement between the International Typographical Union and the American Newspaper Publishers' Association by which these local contracts are virtually guaranteed on both sides by the central organization, with provision for arbitration of disputes which may arise under them, so far as the parties agree to accept the arbitration system.

The constitution of the International Typographical Union declares that "Subordinate unions are recommended to adopt a conciliatory method of making important changes in their scale of prices, etc." They "are recommended to annually present their scale of prices for the employers to sign, which scale, when signed, shall be binding on both parties during the year." In practice it seems that these local agreements usually take the form of requests or demands by the union which are conceded and signed by the employers. In other words, they are often agreements by employers to abide by the uniform union scale and rules which the unions establish for each locality. Of course there is likely to be more or less conference between employers and men and mutual concession, in the adoption of scales, especially where employers in a given locality are organized and in a position to bargain more effectively. Wherever such agreements are in force only union men may be employed. The following is a typical form of agreement as regards the exclusive employment of union members:[1]

* * * Witnesseth: That from and after Wednesday, March 22, 1899, and for a term of five years ending March 22, 1904, and for such a reasonable time thereafter (not exceeding thirty days) as may be required for the negotiations of a new agreement, the newspaper represented by the said party of the first part binds itself to the employment in its composing room and the departments thereof of

[1] Proceedings of The International Typographical Union, 1899, p. 77.

CHICAGO AGREEMENT.

This agreement made this 17th day of March, 1900, between said committee acting for and representing said National Metal Trades Association and said committee acting for and representing said International Association of Machinists,

Witnesseth: The parties hereto believing in the principle of national arbitration in settling contentions that arise between employers and their employees, instead of resorting to lockouts and strikes, do hereby recommend for ratification by the two organizations known as the National Metal Trades Association and the International Association of Machinists the following joint agreement:

Whereas the past experience of the National Metal Trades Association and the International Association of Machinists justifies the opinion that mutual agreements conducing to greater harmony in their relations as employers and employees will be of advantage: Therefore

Resolved, That this committee of conference indorse the principle of national arbitration in the settlement af trade disputes and recommend the same for adoption by the members of the National Metal Trades Association and the International Association of Machinists. Be it further

Resolved, That in all pending disputes, and in disputes hereafter to arise between members of the respective organizations—i. e., an employer and his employees—every reasonable effort shall be made by the said parties to effect a satisfactory adjustment of the difficulty; failing in which, either party shall have the right to ask its reference to a committee of arbitration, which shall consist of the presidents of the National Metal Trades Association and of the International Association of Machinists, or their representatives, and two other representatives from each association appointed by their respective presidents. The findings of this committee of arbitration, by a majority vote, shall be considered as final as regards the case at issue, and as making a precedent for the future action of the respective organizations. Pending adjudication by the committee of arbitration there shall be no cessation of work at the instance of either party to the dispute. The committee of arbitration shall meet within two weeks after the reference of the dispute to them.

This agreement shall take effect from the date of its ratification by the two said associations, notice of which ratification shall be promptly given to each other by the respective secretaries.

And it is further agreed that during the time necessary for the ratification hereof, as above provided, and the time needed to consider and act upon the above-proposed joint agreement, there shall be no lockout or strikes in either association, and all lockouts or strikes that now exist and are participated in by the members of either of the parties to this agreement shall be immediately and officially called off wherever they may exist.

Signed on behalf of the administrative council of the National Metal Trades Association by the following subcommittee, duly authorized by said administrative council:

H. W. HOYT.
F. W. PILSBRY.
W. J. CHALMERS.

Signed on behalf of the International Association of Machinists:

JAS. O'CONNELL,
International President.
STUART REID,
General Organizer.

NEW YORK AGREEMENT.

At a meeting of the joint board of arbitration of the National Metal Trades Association and the International Association of Machinists, appointed under the Chicago agreement of March 17, 1900, signed March 31, 1900, held at the Murray Hill Hotel, New York City, May 10 to 18, 1900, the following resolutions were adopted and agreements entered into, to take effect from this date:

Resolved, That the strikes be declared off in the factories of the members of the National Metal Trades Association in the city of Cleveland and Paterson, the National Metal Trades Association, members of this board, to wire the members of their association in these two cities to meet a committee from each shop of their former employees to arrange for the return of as many men as their present necessities require; and that subsequent requirements of men shall be filled from their former employees whom they may not be able to reinstate at the present time.

The intent of this last clause is, that if, within the next six months, former employees make application for reinstatement they shall be reinstated, provided there are vacancies for them.

Where strikes exist in these cities in firms other than the members of the National Metal Trades Association, who will agee to the settlement herein entered into, after the same has been adjusted by this joint body, such strikes shall be declared off also.

Whereas doubts have been expressed by members of this board, representing both parties to this conference, as to the ability of their respective organizations to control their members: Now, therefore, be it

Resolved, That the members of this board pledge themselves each to the other that in case of the refusal of any member of the respective organizations represented to observe and carry out in an honorable manner the findings and decisions of this board in regard to strikes and lockouts, based upon a fair, just, and liberal interpretation as to what is known as the Chicago agreement, we will report such member or members to our respective organizations for discipline, suspension, or expulsion, as the merits of the case may justify.

MACHINIST.

A machinist is classified as a competent general workman, competent floor hand, competent lathe hand, competent vise hand, competent planer hand, competent shaper hand, competent milling-machine hand, competent slotting-machine hand, competent die sinker, competent boring-mill hand, competent toolmaker, and competent linotype hand. To be considered a competent hand in either class he shall be able to take any piece of work pertaining to his class, with the drawings or blue prints, and prosecute the work to successful completion within a reasonable time. He shall also have served a regular apprenticeship or have worked at the trade four years.

It is understood that the question of competency is to be determined by the employers. Since the employers are responsible for the work turned out by their workmen, they shall, therefore, have full discretion to designate the men they consider competent to perform the work and to determine the conditions under which it shall be prosecuted.

This last paragraph does not in any way abridge or destroy the right of appeal from any apparent or alleged unjust decision rendered by an employer of labor, or his representative, in conformity with the powers vested in him by this paragraph.

OVERTIME.

All overtime up to 10 o'clock p. m. shall be paid for at the rate of not less than time and one-quarter time, and all overtime from 10 p. m. until 12 midnight shall be paid for at a rate of time and one-half time, and that after 12 o'clock and legal holidays and Sundays shall be paid for at a rate of not less than double time.

In cases of emergencies, where shop machinery breaks or runs down, and it is absolutely necessary to repair the same so that the factory can run on Monday, this time shall be paid for at a rate of time and one-half time. The repairs above referred to apply only to the machinery of the employer.

The foregoing rates not to interfere in any way with existing conditions; that is, where a higher rate than the above is paid now, no reduction will take place.

Such rates for overtime shall not apply to men regularly employed on night gangs.

APPRENTICES.

There may be one apprentice for the shop, and in addition not more than one apprentice to every five machinists. It is understood that in shops where the ratio is more than the above that no change shall take place until the ratio has reduced itself to the proper number by lapse or by the expiration of existing contracts.

EMPLOYMENT AND HOURS.

No discrimination shall be made against union men, and every workman shall be free to belong to a trade union should he see fit. Every employer shall be free to employ any man, whether he belong or not to a trade union. Every workman who elects to work in a shop will be required to work peaceably and harmoniously with all fellow employees, whether he or they belong to a trade union or not. He shall also be free to leave such employment, but no collective action shall be taken until any matter in dispute has been dealt with under the provisions for avoiding disputes, as per the Chicago agreement dated March 17, 1900, signed March 31, 1900. The National Metal Trades Association does not advise its members to object to union workmen or give preference to nonunion workmen.

Fifty-seven hours shall constitute a week's work from and after six months from the date of the final adoption of a joint agreement, and fifty-four hours shall constitute a week's work from and after twelve months from date of final adoption of a joint agreement, the hours to be divided as will best suit the convenience of the employer.

In consideration of this concession in working hours, the International Association of Machinists will place no restrictions upon the management or production of the shop, and will give a fair day's work for a fair day's wage.

NOTE.—This is not to interfere in any way with shops where a less number of hours per week is already in operation. * * *

Resolved, That the resolutions and agreements heretofore adopted by this board be now approved as a whole, to take effect from this date.

For and on behalf of the National Metal Trades Association—

(Signed) D. MCLAREN, *President;*
(Signed) EDWIN REYNOLDS,
(Signed) WALTER L. PIERCE;

For and on behalf of the International Association of Machinists—

(Signed) JAS. O'CONNELL, *Pres't;*
(Signed) D. DOUGLAS WILSON,
(Signed) HUGH DORAN,
Joint Board of Arbitration.

Dated New York, May 18, 1900.

RESOLUTION, NOVEMBER 16, 1900.

Copy of resolution adopted by the administrative council of the National Metal Trades Association and the officers and board of trustees of the International Association of Machinists in joint session at the Murray Hill Hotel, New York City, November 16, 1900:

Whereas in the joint agreement adopted by the administrative council of the National Metal Trades Association and the International Association of Machinists it was agreed that all pending disputes and disputes hereafter to arise between members of the respective organizations—that is, between an employer and his employee or employees—should be settled by arbitration; and

Whereas it was further agreed that, pending such arbitration, no strike or lockout should occur.

Be it further resolved, That for the purpose of providing means by which the employer or employee may derive the benefits of this agreement the following methods shall be pursued:

When a dispute shall arise between an employer and his employee or employees, every reasonable effort shall be made by the said parties to effect a satisfactory adjustment of the difficulty, and in case such difficulty can not be settled between the employer and his employee and employees it shall be referred, on the part of the member of the National Metal Trades Association, to the chairman of the district in which he is located, and by the employee or employees to such representative as he or they may select, who shall by all means in his or their power endeavor to adjust the difficulty to the satisfaction of both parties.

Should this committee fail to make such adjustment, then either party shall have the right to ask for a conference between the presidents of the two associations or their representatives. In the event of their being unable to adjust the differences satisfactorily, then it shall be referred to arbitration, as provided in the agreement of May 18, 1900. The findings of this arbitration, by a majority vote, shall be considered as final as regards the case at issue.

Pending adjudication by arbitration there shall be no cessation of work at the instance of either party to the dispute.

3. Break-down of agreement system, 1901.—The arbitration agreement between the International Association of Machinists and the National Metal Trades Association was destined to be short lived. It will be remembered that the National Metal Trades Association includes by no means all of the establishments employing machinists. The international officers of the Machinists' Union decided in 1901 that the time was ripe to inaugurate a general demand on the part of all the

members of the organization for the 9-hour day. The New York agreement, providing for the reduction of hours to 9 per day, to take place one year from the date of the agreement, contained nothing regarding the rate of wages to be paid after the reduction of hours. The Machinists determined to demand that the rate of wages per hour be so increased as to make the pay under the 9-hour day the same as had been received for 10 hours' work.

After the International Association of Machinists had given notice to employers, both those belonging to the National Metal Trades Association and those outside, that a general demand for the 9-hour day, with the same pay as before, would be made on May 20, a conference was held between the administrative council of the Metal Trades Association and Mr. O'Connell, president, and Mr. Wilson, secretary, of the International Association of Machinists. It appears that the representatives of the workingmen's organization demanded that the question as to the rate of wages to be paid after the reduction of hours should be settled by a conference between the national representatives of the respective organizations of employers and employees. The officers of the Metal Trades Association declared that they had no authority to settle this question of wages. They stated that the national conference held in May, 1900, had specifically refrained from attempting to fix wages on the ground that this was a local matter. It was pointed out that the arbitration system, as amended by the resolution of November, 1900, provided that in case of dispute between any member of the National Metal Trades Association and his employees local arbitration should first be attempted before reference to national arbitration; and it was maintained that this question as to wages under the 9-hour day must be referred to local arbitration in accordance with these rules. The administrative council of the Metal Trades Association also passed a resolution to the effect that the arbitration of local boards on this question should be carried out as promptly as possible, and that the findings should date back to May 20. President O'Connell, of the Machinists' Association, however, refused at this conference to concede to the proposition that the demand regarding wages should be taken up in the first instance locally, and the conference broke up without a settlement. Each party appears to have stood thereafter strictly upon its position, the Metal Trades Association insisting on local settlement of the question of wages, and the machinists' organization insisting upon settlement on national lines. The employers asserted that the union men had broken the agreement since it required the reference of all disputes to local arbitration. The International Association of Machinists asserted that the very implication of the agreement of May, 1900, providing for a reduction of hours to 9 per day in May, 1901, was that wages should not be reduced, but that the change should represent a real gain to them; and that the only question at issue was the interpretation of this national agreement, which accordingly should be settled by the national organizations directly.

Another point made by the officers of the National Metal Trades Association, was that the machinists had violated the agreement of May, 1900, in some instances by insisting upon restrictions of output and of methods of operating shops, in direct violation of the terms of the agreement. It was asserted that a garbled copy of the agreement, in which these provisions were omitted, had been circulated by the machinists, and that the attempt had been made even to secure the signatures of members of the National Metal Trades Association to this abbreviated agreement. The machinists declare that the full text of the agreement, as adopted, was published in the Machinists Journal, and that the abbreviated agreement, which was used only by some of the local organizations, was intended for presentation to employers not members of the National Metal Trades Association, in the hope that terms even more favorable to the union could be secured from these employers. The officers assert that there was no deception or violation of agreement in this regard on the part of the International Union. There seems little doubt, however, that some of the members of the local unions did not fully understand or approve the concessions made on these points in the agreement with the Metal Trades Association.

The position of the respective organizations regarding the strike of 1900 is more fully set forth in the statements printed in full below.

STATEMENT OF NATIONAL METAL TRADES ASSOCIATION.

The National Metal Trades Association in convention assembled, defines its position and the issues it is defending in the present machinists' strike to be as follows:

1. No further back than March, 1900, an agreement was made in Chicago between our association and accredited officers of the International Association of Machinists, declaring that arbitration should for good and all be adhered to as the primary principle for deciding disputes between employers and employees, and that 2 months later a joint committee from the 2 International Associations entered into a formal contract binding themselves and each other to follow peaceful arbitration of disputes through all possible phases and officially condemning strikes and lockouts.

Within 1 year, at the first test to which this contract was subjected, the president of the International Association of Machinists ignored the direct request of the National Metal Trades Association for an arbitration committee to interpret disputed clauses of the contract and to take up any matter of dispute between the 2 associations, and he, James O'Connell, president of the International Association of Machinists, without attempt to arbitrate, officially called a strike against shops of our members which did not accede to certain arbitrary demands by a specified date. We declare that we urged President O'Connell to arbitrate any and all matters of dispute, and reiterated our willingness to abide by arbitration, and used our best efforts to avoid a strike. We deplore the fact that the general officers of the International Association of Machinists have seen fit to violate their contract and thrown dishonor on the association for which they stand and so make it impossible for our association to place any faith in the responsibility of the Machinists' Union.

2. The clause in the agreement secondary only to that of arbitration bound the machinists to—

"Place no restrictions upon the management or production of the shop," and in exchange for the above the employers granted a 54-hour week, beginning May 20, 1901, so that every member of our association was compelled and bound to run his shop on a schedule of 54 hours after that date. We therefore declare that the 54-hour week was not an issue for the machinists to strike upon.

We assert in addition emphatically that the Machinists' Union, through their accredited general and local officers, did not keep faith with us in our unquestioned right to run our shops without restriction, but that they from the start violated the spirit and the letter of their agreement. Immediately after the signing of the joint agreement of May 18, 1900, the International Association of Machinists issued a document purporting to be the agreement as entered into between the International Association of Machinists and the National Metal Trades Association, which document was sent to the local lodges of the Union throughout the United States and Canada and by their walking delegates, business agents or shop committees was broadly presented to the machinery manufacturers for their signature, and further that this document was published in the official journal of the International Association of Machinists. This document left out every point which might be construed in favor of the employer and so was entirely misleading to the individual union workman and the manufacturers not members of this Association. The principal points omitted in this garbled statement are verbatim as follows:

"EMPLOYMENT AND HOURS.

"No discrimination shall be made against union men and every workman shall be free to belong to a trade union, should he see fit. Every employer shall be free to employ any man, whether he belongs or not to a trade union. Every workman who elects to work in a shop will be required to work peaceably and harmoniously with all fellow employees, whether he or they belong to a trade union or not. He shall also be free to leave such employment, but no collective action shall be taken until any matter in dispute has been dealt with under the provisions for avoiding disputes as per the Chicago agreement, dated March 17, 1900, signed March 31, 1900. The National Metal Trades Association does not advise its members to object to union workmen or give preference to non-union workmen.

"In consideration of this concession in working hours, the International Association of Machinists will place no restrictions upon the management or production of the shop and will give a fair day's work for a fair day's wage."

Moreover, in numerous cases and through widely separated localities the union machinists have flagrantly restricted the production of the shops, denied flatly the right of the employer to govern his own affairs, and have interfered with the management and methods of our shops, and it is this point which we declare to be the issue which we defend in this contest.

3. As regards wages, this association has from the start declined to take any national action and has made no agreements, actual or implied, with the International Association of Machinists on this point, reports to the contrary notwithstanding. We believe that the question of wages is a commercial one between the individual employer and his employee, governed only by natural economic laws and varying with conditions and localities and a subject which it is not proper or possible that an association such as ours should deal with. This question of wages was discussed at great length when the contract of May, 1900, between our association and the International Association of Machinists was made, and the verdict as given above was concurred in unanimously by both parties to the agreement, as the records of said meeting and the joint agreement shows. We therefore decline to admit wages as a national issue and declare it a local question.

4. Our position therefore is as follows: We declare that the Machinists' Union has through its national and local officers broken faith with us and proven themselves to be an irresponsible body, with whom we can make no contracts that will be binding upon them. We recognize the right of any man to belong or not to any religious, political, or economic sect as he may see fit; also his right to leave our employment at his free will, and his right to sell his labor at the best price he can command. We maintain our inalienable rights to employ a man whether he belongs or not to any organization and at wages mutually satisfactory, and also to discharge him at our discretion. We insist that the management of a shop is in the hands of the employer and is not to be interfered with by the employee. We insist that a fair day's work shall be given for a fair day's wage, and we will give a fair day's wage for a fair day's work. We believe that a shortening of the working hours or an increase of wages can only be brought about by the hearty cooperation of employer and employee in advancing and not in retarding production, and by introducing and not fighting improved methods. We decry strikes and lockouts as unbusinesslike and unnecessary, and believe that all disagreements can be adjusted by other means, and the condition of employer and employee both benefited more by harmonious progress than by strife and discord.

THE NATIONAL METAL TRADES ASSOCIATION.

By order of The Administrative Council:

EDWIN REYNOLDS, *President.*

RESOLUTIONS OF ANNUAL CONVENTION OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS.

Whereas, according to press dispatches bearing date of the 2d instant, and emanating from New York, and this body having no evidence of notice to the contrary, it would seem that the officials of the National Metal Trades Association have declared war upon the International Association of Machinists and defiance to and repudiation of every principle for which that association stands; and in doing so they, it is alleged, have stated their reasons for so doing is that our international body, through its officials, has violated the agreement entered into with the National Metal Trades Association on May 18, 1900, by refusing to arbitrate the question of wages when the 9-hour day went into effect on the 20th ultimo; and

Whereas, seeing that the question is not mentioned in the said agreement, and that certain officials of the National Metal Trades Association and other members of that body have put the 9-hour day schedule into effect in accordance therewith, and made no reduction in pay, it is but fair to assume that by implication and in spirit no reduction was intended; and

Whereas the International Association of Machinists, through its president, did all that could be done with honor to get a satisfactory adjustment by pacific means, offering to accept any decision reached by an arbitration that would cover the question nationally; and

Whereas the said efforts proving futile, and the proffered offer of peace being brutally refused: Be it therefore

Resolved, That we, the delegates assembled at the ninth convention of the International Association of Machinists, after due and mature deliberation, and in the name of the membership that we represent, do hereby accept the challenge forced upon us by the National Metal Trades Association, etc.

The result of the machinists' strike was the complete adandonment of the system of agreements and arbitration between the National Metal Trades Association and the International Association of Machinists. It is stated that many employers not belonging to the Metal Trades Association conceded the demands of the union, and that some of the members of that association did the same, with the consent of the council of the association. Statements of representatives of the organizations of employers and of employees differ as to the proportion of the members of the National Metal Trades Association who were successful in resisting the demand for an advance in wages per hour coincident with the reduction in the number of hours. The administrative council of the National Metal Trades Association on May 28, 1901, issued a declaration of principles. It declared the agreement of May 18, 1900, null and void. It asserted that the employers would not admit any interference with the management of their business; that they would themselves be the judges of the competency of their men and of the proper methods of production, and that they would require a fair day's work for a fair day's pay. The employer, it was asserted, has the right to elect whether payment shall be by the hour, by the premium system, by piecework, or contract, and to determine the number of apprentices. The resolution declared further that the National Metal Trades Association disapproves absolutely of strikes and lockouts, and will not arbitrate any question with men who strike. The principles thus enunciated were declared to be essential and not subject to arbitration, but the association recommended that other questions should be submitted to local arbitration. The association declared that no discrimination would be made against men because of membership in labor organizations.

It is by no means impossible that, despite the temporary breaking up of the agreement system, it will again be established, perhaps even more firmly than before. It has repeatedly been asserted by employers and employees who have had experience with similar systems, that it is necessary that each side should learn, perhaps by one or more prolonged conflicts, to fear the strength of the other side. The movement in the direction of an affiliation of the various labor organizations in the allied metal trades, and the apparent desire of the promoters of this movement to establish a system of joint agreements and arbitration with national organizations of employers, gives reason to hope that in course of time such a system may be fairly established in all of these allied trades.

4. Attempt of pattern workers and allied organizations to secure national agreements.—The annual report of President Thomas, of the Pattern Makers' League, presented at the convention of that organization in June, 1900, declared that it would be necessary in the future that there be more of conferences and arbitration in settling trade disputes than in the past. He expressed the hope that the growing strength of the organization may force such recognition of it by employers as will make these methods possible. He declared that the great strikes of the Pattern Makers in Boston, New York, and Philadelphia during the year 1899 were the chief cause of the organization by the employers of the National Metal Trades Association.

In March, 1900, the local Pattern Makers' Union at St. Louis petitioned for support in a strike for the 9-hour day. The president of the league then recommended that no action be taken until after the meeting between the National Metal Trades Association and the International Association of Machinists in May. President Thomas of the Pattern Makers, together with President Lynch of the Metal Polishers and President Mulholland of the Biciycle Workers (now Allied Metal Mechanics), were present at New York at the time of this conference, and jointly requested the National Metal Trades Association to make the same agreement with their respective organizations as with the International Association of Machinists. A courteous reply was received, stating that the matter would be laid before the proper officers.[1]

In November, 1900, Messrs. Lynch, Mulholland, and Thomas, together with President O'Connell, of the Machinists, and President Gompers, of the American Federation of Labor, had another conference with the administrative council of the National Metal Trades Association, and tried to arrange for an agreement

[1] Proceedings of Ninth Regular Session of Pattern Makers' League, pp. 7, 24, 25.

between the association and the several trade unions. Though the local employers' association at St. Louis had referred the local unions to the national association, the administrative council took the ground that it could not enter into such an agreement until it had received authority from a convention of the body. The representatives of the unions have hoped that an arrangement may be reached after the organization of the proposed metal trades federation, arrangements for which were begun at a meeting in July, 1901. The break-up of the agreement system between the Machinists and the National Metal Trades Association will, of course, delay, if not altogether prevent such a result.

VI. GLASS TRADES.

The workingmen in the various branches of the glass trades are, to a very great extent, organized into strong national unions. The comparatively small number of glass factories and the high degree of skill required of the workers has specially facilitated close and vigorous organization on their part. The employers are also organized, though in no such strong and formal fashion as in the foundry trades. In all branches of the glass industry the conditions of labor have for a considerable number of years been established, as regards those factories which recognize the unions at all, by conferences between representatives of the organizations of employers and of employees, which adopt written agreements and scales annually. The systems in the various branches are all quite similar.

1. **Flint-glass trade.**[1]—The flint-glass trade is divided into a number of fairly well-defined branches, although some factories include several of the different branches. There are several organizations of employers corresponding roughly to the different branches of the trade, while all of the workingmen in the flint-glass trade are organized in one body—the American Flint Glass Workers' Union. The joint agreements are made for each of the different branches of the trade separately.

If any local union of the employees desires a change in the scale of wages or in the conditions of labor, notice must be sent to the secretary of the national organization by February 1. The secretary is directed to notify the various local unions of the proposed changes, and secure their action regarding them before the conference with the manufactures. For each of the various branches of the trade the employees elect a conference committee of 5 members, and the manufacturers elect a corresponding number. The members of the conference committees of the employees are nominated by the local unions and voted upon by a referendum vote of all the unions, the 5 receiving the highest number of votes in each branch being declared elected.

The joint committee of each branch thus constituted usually holds a preliminary conference in May or June, in which the demands of each side are presented and discussed, and agreements on some of the points at issue are generally reached. It appears, however, that these preliminary conferences are not always held by all of the branch committees. Thus, in 1899, the pressed-ware department failed to provide for a preliminary conference, and several conferences which were dependent upon this one also were postponed. The annual convention of the Flint Glass Workers' Union is held in July, and to this the propositions of manufacturers and employees, as brought out in the preliminary conferences, are submitted for discussion. In some instances the preliminary conferences have practically settled points of disagreement and the conventions content themselves with approving the action of the conferees. More generally, however, there is a discussion. The president of the union appoints for each branch of the trade a relatively large committee to take up the terms of the proposed agreement and report to the convention. On the basis of this report the conference committees are instructed as to the position which they shall take in the final conferences with the manufacturers' committees which are held in the latter part of July or in August. While, according to the statements of the representatives of the employers, the conference committees of the men often hold that they have no final authority to reach agreements except by the approval of the general organization, it is seldom the case that the agreements made in the final conference fail to meet the approval of the union men.

It appears that in the preliminary and final conferences action is taken by majority vote. In practice it is probably usually the case that the representatives of each side act virtually as a unit, and that a unanimous agreement is finally reached by mutual concessions on each side.

[1] See also testimony of Messrs. Thompson and Fry, Reports of Industrial Commission, Vol. VII, pp. 823-841, 895-906.

to employ all honorable means to effect peaceful settlement of disputes before striking.

2. Agreements with ore and coal dock managers.—According to the testimony of the secretary of the Longshoremen's Association before the Industrial Commission, it has either a written agreement or a general understanding regarding the conditions of labor with the dock managers in practically all of the lake ports. The most extensive and important of these agreements are those regulating the handling of ore and coal at the Lake Erie ports. In March, 1900, for the first time, a conference was held between the leading dock managers of Lake Erie and the representatives of the International Longshoremen's Association, and an agreement was reached regarding the conditions of labor for the navigation season. Similar conferences were held in the fall of 1900 to adopt joint agreements regarding labor on the docks in the winter months when large amounts of ore stored at the ports are shipped away by railroad. Again, in March, 1901, a conference adopted a "summer agreement" for the year. It appears probable that the system is thus fairly well established, and that it is likely to be extended. There is no formal organization of the joint conferences, and the agreements are as yet comparatively simple. The principle of arbitration of disputed questions has been introduced, however, and it seems probable that the system will more and more tend to maintain friendly relations between employers and employees in the ports of the Great Lakes.

The managers of the coal and ore docks on the lower Lake Erie ports are organized into the Dock Managers' Association, which includes members from Sandusky, Lorain, Huron, Cleveland, Fairport, Conneaut, Ashtabula, and Toledo, Ohio; Erie, Pa., and Buffalo, N. Y. The first conference between the officers of this association and the International Longshoremen's Association was held in March, 1900, and lasted 11 days. The representatives of the workingmen were chiefly from the local unions of coal and ore handlers in the Lake Erie ports, but the general officers of the International Association also took part. An agreement was finally reached covering the season of navigation of 1900. It provided separate scales of wages and regulations for the conditions of labor of the ore shovelers and trimmers, the coal handlers and other workmen on coal docks, and the hoisters and engineers. The general agreement, applicable to all these classes of workingmen, provided that labor not specified in the separate schedules should be advanced 16⅔ per cent above the closing rates of 1899. The managers also agreed to employ exclusively members of the local unions of longshoremen whenever such members satisfactory to the dock managers could be provided, although in case of shortage other persons might be employed. As a matter of fact, in most ports where the Longshoremen's Association is strongly organized the old system of stevedores or contractors for loading and unloading vessels has been done away with and the members of the union work directly for the dock managers or the vessel owners. This method virtually takes the form of a cooperative contract. The local union arranges to load or unload the vessel, charging so much per ton, and divides the proceeds among the members of the union who are engaged in the work, while the different members are allowed work in rotation.

Another important feature of the agreements between the Longshoremen's Association and the Dock Managers' Association is the provision for arbitration of disputed points. Clauses of the summer agreement of 1900, which have been reproduced in the winter agreement of 1900 and the summer agreement of 1901, provide that, in the case of unusual work not covered by the terms of the agreement, the compensation shall be adjusted by the representatives of the local organization or organizations and the dock managers, with arbitration of the differences if they can not agree. In the event of any controversy arising from such a cause or for any other reason, work shall continue and the differences shall be settled in an amicable manner. If possible, the representatives of the local organization of longshoremen and of the dock managers shall reach a settlement. Failing to do so, the respective representatives shall choose a third person and the three shall constitute a board of arbitration. If the respective representatives can not agree upon a third man then each party shall choose a disinterested man and these two shall choose a third. The decisions of boards of arbitration thus constituted, by a majority vote are to be final.

Testifying in February, 1901, the secretary of the International Longshoremen's Association asserted that under the terms of these agreements practically all disputes had been settled by friendly negotiation between the local organizations and the local dock managers, resort having been taken to arbitration in only a single instance. Strikes have been entirely prevented in the ports covered by the agreement system. The full text of the general joint agreement of 1901, together

reaching the final agreement at the second conference, which follows shortly after the conventions of the separate bodies. At these final conferences the points at issue are thrashed out and mutual concessions are made until agreements are reached. At times the sessions are prolonged. There is no provision for calling in outside arbitrators to settle points of disagreement, but the spirit of mutual fairness which has been developed by the system and the desire to avoid strikes and lockouts usually lead ultimately to a peaceful compromise.

Joint agreements adopted in this way include, in the first instance, an exceedingly elaborate system of piece prices. In the manufacture of bottles there are scores of different shapes for ordinary uses, and in addition almost every manufacturer of patent medicines, spirits, or other special articles contained in bottles, adopts peculiar shapes and sizes, for each of which the wage scale provides a piece price. The scale of 1900–1901 consists of 55 pages of such items.

In addition to the wage scale the joint agreement covers numerous practices and conditions of labor. Aside from rules as to technical details, especially such as serve to interpret the piecework scales, the most important provision of the agreement is that regarding apprentices. The joint agreement of 1900–1901 provides that there may be 1 apprentice for every 10 journeymen employed. There are a number of other somewhat complicated regulations to prevent employers from reducing the number of skilled men who shall be employed to perform different classes of work. Another rule requires that all members of the union must receive not less than $20 per week in wages, and that there shall be no deduction for private accounts or bills against members, all settlements being in cash.

There is no direct provision in the joint-agreement system in the glass-bottle trade for the settlement of local disputes, but the rules are so detailed that, in connection with the provision declaring that the price rules and regulations shall not be changed or deviated from in any manner by any local branch, individual, or manufacturer, occasions for disputes seldom arise so long as the annual agreement remains in force. An officer of the manufacturers' association states that misunderstandings which sometimes arise are usually settled by the general wage committee in special session.

The manufacturers who enter into this system of conferences and joint agreements agree to employ only union labor. Nearly all of the manufacturers in Pennsylvania and the more western States have for some time past belonged to the employers' association, and have employed union men. In "south Jersey" there are a number of establishments which long refused to recognize the Glass Bottle Blowers' Association and which employed exclusively nonunion men. During 1899 a vigorous effort was made to organize the employees of these companies and a prolonged strike resulted. Finally, nearly all of the manufacturers surrendered and permitted the organization of their employees, agreeing to abide by the joint agreement and to enter into the conferences of manufacturers and employees in the future. The result of this settlement was to unionize very nearly all glass-bottle factories in the United States and to bring them under the system of joint conferences and agreements.

There seems to be very general satisfaction on the part of both the employers and the employees in the glass-bottle trade regarding the working of the joint-agreement system. A statement by Mr. Dennis A. Hayes, president of the Glass Bottle Blowers Association, regarding the system is printed in volume vii of the reports of the Industrial Commission, pages 102–112; 920–922. In this statement the witness declared that the system was probably the most perfect one in the country. "We regard our contracts as binding as though they were sustained and could be enforced by the courts." Mr. Hayes said further: "I believe such a system is a long step forward toward removing most of the doubt and suspicion which exists between the workman and his employer." (In connection with this statement of Mr. Hayes, a copy of the leading provisions of the joint agreement, aside from wage scales, is printed—page 921.)

A prominent representative of the employers' organization, the National Green Glass Vial and Manufacturers' Association, asserts that the effect of the system is very beneficial. Each side has learned that the other is not so arbitrary as formerly supposed, "and knows that if any good reason is advanced for a change of any kind it will be given consideration and granted, provided conditions justify. This comes from years of intercourse. * * * In our organization we have found the working of joint agreements very satisfactory and know of nothing better. * * * Our relations are very harmonious and becoming more so each year, owing to our regular meetings and conferences."

3. **Window-glass trade.**—The system of annual conferences and joint agreements is found in the various branches of the window-glass trade in very similar form to that in which it exists in the glass-bottle trade and the flint-glass trade. Prior

care of three buckets on the bottom; and where boat is being worked on the wing, water must average 4 feet or more from the wing before any action shall be taken in regard to vessel being considered wet. The idle men shall be distributed over hatches to enable vessel to work to the best advantage. The men shall return to work at regular rate as soon as water is below skin. Where it is impossible to free a vessel from water in two hours after the water has been discovered, double tonnage shall be paid on balance of cargo.

10th. Legal holidays shall mean Decoration Day, Fourth of July, Labor Day, and Thanksgiving Day. No other holidays to be recognized.

11th. That there shall be no work on Sundays or legal holidays unless vessels are in a wrecked condition and water in the hold, and then double tonnage shall be paid and overtime at the rate of 25 cents per hour to each man employed.

12th. In cases where men are taken from the boat when working in vessel to load cars on dock, they shall receive the same scale as earned on the boat.

13th. The turn of the gangs shall be as follows: First gang unloaded shall be first gang in; the time to be taken by the superintendent of the dock or his representative, as to the finishing of the vessel. His decision shall be final and binding on the gang.

14th. That 25 cents per hour shall be paid to the gang doing the work for moving machinery over turntable from the time first leg gets within 100 feet from turntable until last leg has passed over turntable.

15th. At all ports where business of the dock is greater than day gang can handle, double shifts can be worked at the regular scale of wages for day work.

16th. Overtime shall be worked on all docks where required by the superintendent.

3. Agreement with Buffalo grain elevators.—There is another important organization of employers on the Great Lakes, known as the Lake Carriers' Association, which has to do not only with the operation of vessels, but also with the management of the docks in some instances, especially in the handling of grain at Buffalo. There have been various difficulties at Buffalo as to the management of labor upon the grain docks and in the grain elevators. The workingmen especially opposed the continuance of the old contract system under which many abuses had arisen. There was a prolonged strike on this account during 1899, in which through the mediation of ex-Congressman Rowland B. Mahany, of Father Cronin, and of Bishop Quigley, of Buffalo, and with the aid of the international officers of the Longshoremen's Association, an agreement was finally reached which virtually made the Longshoremen's Association the contractor for the handling of grain at Buffalo during the season of 1900. Under this agreement, Mr. T. W. Kennedy was appointed superintendent of grain shoveling, as an employee of the Lake Carriers' Association; and boss scoopers, taking the place of the old contractors, were made appointable by Mr. Kennedy in conference with the president of the local union, with provision for reference to Mr. Keefe, president of the Longshoremen's Association, in case of failure to agree. The agreement further provided that the workingmen should be paid $2 per thousand bushels of grain, except for Sunday work, when the price should be $3 per thousand bushels. It was understood, although not definitely stated in the agreement, that only union men should be employed, a clause providing that the International Longshoremen's Association should at all times furnish a sufficient number of men to handle the business offered. As throwing light upon the previous conditions of employment, under the stevedore system, the following section of the agreement is interesting: "It is further mutually understood by and between both parties that no saloon or political influences shall be allowed or practiced by representatives or the employees of either party."

The agreement at Buffalo for the season of 1901 provided that only union men should be employed, if they could be obtained, and established a system of arbitration, in case of disputes, similar to that under the ore-handlers' agreement.

A movement is also on foot to secure a general agreement establishing uniform conditions of labor, so far as practicable, in the handling of package freight along the Great Lakes. Indeed, the general effort of the International Longshoremen's Association seems to be to extend the system of joint agreements and to make uniform agreements covering labor of a given class in all the different ports.

4. Agreement with lumber carriers.—The longshoremen have also an agreement with the organization of lumber carriers, covering the loading of lumber. The following are its chief provisions:

ASHLAND, WIS., *Feb. 26th, 1901.*

Memorandum of agreement by and between the Lumber Carriers' Association of the Great Lakes and the Lumber Locals of Lake Superior. The agreement being made to cover the loading of all lumber, lath and shingles, and such other commodities as being understood under the head of "Forest Products" for the year of 1901, on boats of the said Lumber Carriers' Association.

ARTICLE I.

The captain shall have the privilege of hiring and discharging men, providing he has just cause, always giving union men the preference. Whenever there are not union men enough, the captain shall have the privilege of hiring non-union men, excepting in cases where union men have been discharged or refused work on the same condition; then only union men can be hired. There shall be no restriction placed by the Longshoremen upon the amount of work each man shall perform.

14. The manufacturer of each factory shall adopt a system by which the glass booked can be properly checked, so as to avoid any and all mistakes.
15. It is hereby understood and agreed that in settlement in the western and northern districts, the same relative difference as now exists shall be maintained, and if any lower wages are made in these districts, or either of them, the same reduction shall be allowed on this scale.
16. The amount of market money to be paid in the eastern district shall be as follows: Cutters shall receive not less than $15 per week; provided they have the amount earned.
17. Final settlement and payment in full at the end of the fire releases both employer and employe from further engagements.
18. In case of any controversy arising in any factory in reference to wages, rules, or usages, it shall be referred to the chairman of the wages committee for settlement. Should it be necessary to have more than one trade represented the manufacturers shall be allowed an equal number of representatives. They, failing to agree, a referee shall be selected, and if the arbitrators can not agree on the referee, then each arbitrator shall write two names of disinterested parties not in any way connected with the glass business on slips of paper and all names put into a bag, and the first name drawn out shall be the person selected as the referee. The decision of this committee to be final and binding on all parties. Pending the rendering of a decision by this committee, factories to remain in operation.
19. Cutters must have their glass cut up four days after it is in the cutting room.
20. That the rules and usages of the manufacturers and of Cutters' League be printed for the use of both parties, and be in force at all works.
21. The cutters shall furnish slips giving size and quality of boxes set out as they book their cuttings under the various brackets.
22. Cutters are to be relieved of carrying out glass.
23. Cutters shall receive for single strength 28 cents per 100-foot box, for double strength 40 and 14-100 cents per 100-foot box, which includes assorting and booking glass to blower.
24. The cutters shall receive price and one-half for all fractional sizes above 13 x 13, excepting 13¼ x 26 and 13¼ x 28, and double price for all fractional sizes booked 13 x 13 and under, and double price for all sizes under 14 united inches.
25. Cutters shall be paid for number of boxes booked to blower.
26. That the manufacturers deduct from members' wages, when requested to do so by the president, secretary, or executive board; and the Window Glass Cutters' League of North America agrees to collect from its members money advanced to them by any manufacturer as market money or otherwise, if evidenced by a written request of said member or members.
27. No cutter shall be allowed to cut more than 2½ pots, or 480 boxes of single strength; nor more than 3 pots, or 360 boxes of double strength. The boss cutter shall be directed to see that cutters short in their quantity shall have spare cutting in preference to cutters who have their full quota.
27½. When a blower makes nine rollers or more in any place other than his own, the glass shall be cut by the cutter who cuts regularly for that place.
28. No person shall serve as boss cutter unless he be a member of Cutters' League.
29. Manufacturers to furnish chalk, oil, and ice for drinking water.
30. No glass shall be cut on Thanksgiving, Christmas, or Decoration Day.
31. No other rules and usages shall govern except those above printed.

VII. PRINTING TRADES.

1. **Typographical union.**—The varying conditions of the printing trade in different sections of the country make it impracticable to establish national agreements fixing uniform wages, hours, and other terms of employment for all sections and cities. The local unions of the International Typographical Union have long made it a practice to seek to secure written agreements regarding the conditions of labor with individual employers so far as possible. Very recently a system has been established by an agreement between the International Typographical Union and the American Newspaper Publishers' Association by which these local contracts are virtually guaranteed on both sides by the central organization, with provision for arbitration of disputes which may arise under them, so far as the parties agree to accept the arbitration system.

The constitution of the International Typographical Union declares that "Subordinate unions are recommended to adopt a conciliatory method of making important changes in their scale of prices, etc." They "are recommended to annually present their scale of prices for the employers to sign, which scale, when signed, shall be binding on both parties during the year." In practice it seems that these local agreements usually take the form of requests or demands by the union which are conceded and signed by the employers. In other words, they are often agreements by employers to abide by the uniform union scale and rules which the unions establish for each locality. Of course there is likely to be more or less conference between employers and men and mutual concession, in the adoption of scales, especially where employers in a given locality are organized and in a position to bargain more effectively. Wherever such agreements are in force only union men may be employed. The following is a typical form of agreement as regards the exclusive employment of union members:[1]

* * * Witnesseth: That from and after Wednesday, March 22, 1899, and for a term of five years ending March 22, 1904, and for such a reasonable time thereafter (not exceeding thirty days) as may be required for the negotiations of a new agreement, the newspaper represented by the said party of the first part binds itself to the employment in its composing room and the departments thereof of

[1] Proceedings of The International Typographical Union, 1899, p. 77.

mechanics and workmen who are members of Chicago Typographical Union No. 16; in its stereotyping room to stereotypers who are members of Chicago Stereotypers' Union No. 4; in its mail room to mailers who are members of Chicago Mailers' Union No. 2; in its photo-engraving department to photo-engravers who are members of Chicago Photo-Engravers' Union No. 5; in its press room to pressmen and assistants who are members of Chicago Newspaper Web Pressmen's Union No. 81 and Chicago Assistant Web Pressmen and Helpers' Union, and agrees to respect and observe the conditions imposed by the constitutions, by-laws, and scales of prices of aforesaid organizations.

It appears that this system of local agreements has done much to improve the relations of employers and employees in the printing trades. It has made the conditions of labor for a given period certain.

Thus, in December, 1900, the several locals of the typographical union in Des Moines, Iowa, made an agreement with the principal employing printers of that city to run for 4 years. A 9-hour day was provided for, with time and one-fourth for overtime and time and a half for holidays. Scales of wages for all union employees were fixed, with provision in most cases for an increase in the latter part of the period. Disputes are to be submitted to a standing committee of 2 representatives of the allied printing trades and 2 representatives of the employers. If this committee can not agree in any case, the matter is to be referred to a board of arbitration, of which the representatives of each side choose 1 member and these 2 choose a third.—Typographical Journal, January 1, 1901, p 22.

On the whole, it seems there has been an increasing resort to the practice of adopting agreements. Nevertheless, the system has not been universally introduced in union offices, and even where it exists it has not always been successful in preventing disputes. The secretary-treasurer of the union reported to this commission that "some employers violate agreements whenever they think it to their financial advantage to do so." On the other hand, the president of the Typographical Union admitted at the convention of the organization in 1900 that complaints were sometimes justifiably made of violations of agreements by the local unions. It was largely for the sake of making the local agreement system more effective that the plan of national arbitration was introduced in 1901.

This system of arbitration was established by a joint agreement made by the International Typographical Union and the American Newspaper Publishers' Association. The agreement in full follows:

ARBITRATION AGREEMENT BETWEEN THE AMERICAN NEWSPAPER PUBLISHERS' ASSOCIATION AND THE INTERNATIONAL TYPOGRAPHICAL UNION.

Section 1. On and after ——, 1901, and until ——, 1902, any publisher who is a member of the American Newspaper Publishers' Association, employing union labor in any department, or all departments, of his office, under an existing contract or contracts, either written or verbal, with a local union, or unions, chartered by the International Typographical Union, shall be protected under such contract or contracts by the International Typographical Union against walkouts, strikes, boycotts, or any other form of concerted interferences with the peaceful operation of the department or departments of labor so contracted for by any union or unions with which he has contractual relations: *Provided*, Said publisher shall enter into an agreement with the International Typographical Union to arbitrate all differences that may arise under said existing verbal or written contract or contracts between said publisher and union employees in said department or departments, in case said differences can not first be settled by conciliation.

Sec. 2. If conciliation between the publisher and a local union fails, then provision must be made for local arbitration. If local arbitration or arbitrators can not be agreed upon, all differences shall be referred, upon application of either party, to the national board of arbitration. In case a local board of arbitration is formed and a decision rendered which is unsatisfactory to either side, then an appeal may be taken to the national board of arbitration by the dissatisfied party.

Sec. 3. In cases of appeal from a local board of arbitration, the national board of arbitration shall not take evidence except by a majority vote of the board, but the appellant and appellee may be required to submit records and briefs and to make oral or written arguments (at the option of the board) in support of their several contentions. The parties to the controversy may submit an agreed statement of facts, or a transcript of testimony properly certified to before a notary public by the stenographer taking the original evidence or depositions.

Sec. 4. Pending decision under such appeal, work shall be continued in the office of the publisher, party to the case, and the award of the national board of arbitration shall, in all cases, include a determination of the issues involved, covering the period between the raising of the issues and their final settlement; and any change or changes in the wage scale of employees may, at the discretion of the board, be made effective from the date the issues were first made.

Sec. 5. If, in any case, any number of the newspaper publishers of any city, forming a local publishers' association, enter into contract, verbal or written, with any of the subordinate unions belonging to or affiliated with the International Typographical Union, then and in that case such associations shall enjoy all the rights and be subjected to all the obligations hereby applying to any individual publisher as noted above.

Sec. 6. Employers whose offices are union in all mechanical departments under the jurisdiction of the International Typographical Union, and in whose offices disputes arise affecting one or all of those departments, which can not be settled locally, shall have the right to demand the services of the national board of arbitration. Employers whose offices are union in one or more mechanical departments under the jurisdiction of the International Typographical Union shall have the right to demand the services of the national board of arbitration as to disputes which may arise in any of these union departments, which can not be settled locally.

Sec. 7. Local unions of the International Typographical Union becoming involved in disputes with a publisher concerning the union departments of the offices heretofore described shall have the right to demand the services of the national board of arbitration, if such disputes can not be settled locally.

Sec. 8. The words "union department" as herein employed shall be construed to refer only to such departments as are made up wholly of union employees, in which union rules prevail, and in which the union has been formally recognized by the employer.

Sec. 9. It is understood that this agreement shall apply to individual members of the American Newspaper Publishers' Association, or local associations of publishers accepting it and the rules drafted hereunder, at least 30 days before a dispute shall arise.

Sec. 10. The national board of arbitration shall consist of the president of the International Typographical Union, and the commissioner of the American Newspaper Publishers' Association, or their proxies, and in the event of failure to reach an agreement, these two shall select a third member in each dispute, the member so selected to act as chairman of the board. The finding of the majority of the board shall be final and shall be accepted as such by the parties to the dispute under consideration.

Sec. 11. In the event of either party to the dispute refusing to accept and comply with the decision of the national board of arbitration, all aid and support to the firm or employer or local union refusing acceptance and compliance shall be withdrawn by both parties to this agreement. The acts of such recalcitrant employer or union shall be publicly disavowed, and the aggrieved party to this agreement shall be furnished by the other with an official document to that effect.

Sec. 12. The said national board of arbitration must act when its services are desired by either party to a dispute as above, and shall proceed with all possible dispatch in rendering such services.

Sec. 13. All expenses attendant upon the settlement of any dispute, except the personal expenses of the commissioner of the American Newspaper Publishers' Association and of the president of the International Typographical Union, shall be borne equally by the parties to the dispute.

Sec. 14. The conditions obtaining before the initiation of this dispute shall remain in effect pending the finding of the local or of the national board of arbitration.

Sec. 15. The following rules shall govern the national board of arbitration in adjusting differences between parties to this agreement:

1. It may demand duplicate typewritten statements of grievances.
2. It may examine all parties involved in any differences referred to it for adjudication.
3. It may employ such stenographers, etc., as may be necessary to facilitate business.
4. It may require an affidavit on all disputed points.
5. It shall have free access to all books and records bearing on points at issue.
6. Equal opportunity shall be allowed for presentation of evidence and argument.
7. Investigations shall be conducted in the presence of representatives of both parties.
8. The deliberations of the board shall be conducted in executive session, and the findings, whether unanimous or not, shall be signed by all the members of the board in each instance.
9. In the event of either party to the dispute refusing or failing to appear or present its case after due notice, it may be adjudged in default and findings rendered against such party.
10. All evidence communicated to the board in confidence shall be preserved inviolate and no record of such evidence shall be kept.

Sec. 16. The form of contract to be entered into by the publisher and the International Typographical Union shall be as follows:

FORM OF CONTRACT.

It is agreed between —— publisher(s) or proprietor(s) of the —— of ——, duly authorized to act in its behalf, party of the first part, and the International Typographical Union, by its president, duly authorized to act in its behalf, and also in behalf of —— union(s) of ——, as follows:

That any and all disputes that may arise under the existing contract(s), verbal or written, between —— publisher(s) or proprietor(s) and the —— union(s), or any member thereof, now operating in the —— department(s) of the —— shall first be settled by conciliation between the publisher and the authorities of the local union, if possible. If not, the matter shall be referred to arbitration, each party to the controversy to select 1 arbitrator, and the 2 thus chosen to select a third, the decision of a majority of such board of arbitration to be final and binding upon both parties, except as hereinafter provided for.

If local arbitration or arbitrators can not be agreed upon, all differences shall be referred, upon application of either party, to the national board of arbitration, consisting of the president of the International Typographical Union and the commissioner of the American Newspaper Publishers' Association, or their proxies, and if the board thus constituted can not agree it shall be authorized to select an additional member, and the decision of a majority of this board, thus constituted, shall be final and binding upon both parties.

Pending arbitration and decision thereunder, work shall be continued as usual in the office of the publisher party to this agreement, and the award of the arbitrators shall, in all cases, include a determination of the issues involved, covering the period between the raising of the issues and the final settlement; and any change or changes in the wage scale of employees, or other ruling, may, at the discretion of the arbitrators, be made effective from the date the issues were first made.

In case a local board of arbitration is formed and a decision rendered which is unsatisfactory to either side, then an appeal may be taken to the above-described national board of arbitration by the dissatisfied party. Pending decision under such appeal from a local board of arbitration, work shall be continued as usual in the office of the publisher party to the case, and the award of the national board of arbitration shall, in all cases, include a determination of the issues involved, covering the period between the raising of the issues and their final settlement; and any change or changes in the wage scale of employees may, at the discretion of the board, be made effective from the date the issues were first made.

In consideration of the agreement by the said publisher(s) or proprietor(s) to arbitrate all differences arising under existing verbal or written contract(s) with the —— union(s), the International Typographical Union agrees to underwrite the said existing contract(s) and guarantees their fulfillment on the part of —— union(s).

It is expressly understood and agreed that the sections numbered from 1 to 17, inclusive, of the agreement between the American Newspaper Publishers' Association and the International Typographical Union, hereunto attached, shall be considered an integral part of this contract, and shall have the same force and effect as though set forth in the contract itself.

This contract shall be in full force and effect from —— day of ——, 190–, to —— day of ——, 190–, unless terminated sooner by mutual consent.

In witness whereof the undersigned publisher(s) or proprietor(s) of the said newspaper and the president of the International Typographical Union have hereunto affixed their respective signatures this —— day of ——, 190–.

This covenant between the International Typographical Union and the American Newspaper Publishers' Association shall remain in effect from —— day of ——, 190–, to —— day of ——, 190–, unless terminated sooner by mutual consent.

This agreement does not provide for the universal application of the principle of conciliation. It provides virtually for the establishment of a court which may be resorted to by any employer who employs exclusively union men in a given department, or by any union with regard to disputes with employers employing

exclusively union men. It declares that if any publisher shall enter into an agreement with the union to arbitrate all differences that may arise, the International Union shall guarantee the performance of any existing contract or contracts as to the conditions of labor, preventing strikes and boycotts or other forms of interference. The president of the Typographical Union, commenting upon this system, declares that it goes little further than the Typographical Union had gone before.[1] The rules of the union have long contained a provision in favor of arbitration: "When disputes arise between subordinate unions, or subordinate unions and employers, which can not be adjusted after conference between the parties at issue, the matter may be settled by arbitration." "The union has never in the past," continues President Lynch, "guaranteed the contracts of local organizations, but surely no member has favored the breaking of these contracts." There should be no uncertainty as to the validity of the contracts, so far as the action of the national organization is concerned. The president further points out that it should hereafter be necessary for the local contracts to receive the approval of the international officers, in order that the international organization may not bind itself to uphold any agreement of which it disapproves.

The arbitration agreement contains a form of contract which may be entered into by local publishers and the International Union. Under this contract each party agrees, in case any dispute can not be settled by conciliation between the publisher and the authorities of the local union, to submit it to arbitration. Each party is to select one arbitrator and the two thus chosen are to select a third. If such local arbitrators can not be agreed on, all differences must be referred, on application of either party, to the national board of arbitration. An appeal may also be made to this board if either party is dissatisfied with the result of local arbitration. The national board of arbitration is to consist of the president of the International Typographical Union and the commissioner of the American Newspaper Publishers' Association, or their proxies. If they fail to reach an agreement these two are to select a third member, and the finding of a majority of the board is to be final.

Pending a decision by the national board of arbitration, work is to be continued in the office of the publisher, and final decision may be made to take effect from the date when the issues first arose. If either party to the dispute refuses to comply with the final decision of the national board of arbitration, all support is to be withdrawn from such recalcitrant employer or union, and his or its act is to be publicly disavowed. There is no other provision for enforcing the awards of arbitrators.

While this agreement was under discussion, prior to the referendum vote of the local unions by which it was adopted, it was pointed out by certain members of the union that the agreement would permit an employer or association of employers to make contracts and provide for arbitration with the compositors alone, excluding the members of the pressmen's organization and of the bookbinders' organization, with which the Typographical Union has an agreement providing for joint action and joint disputes in many cases. It is possible that some difficulty may arise on this account, but a satisfactory solution will probably ultimately be reached, possibly by provision for arbitration on the part of all three of the organizations. In any case, the arbitration agreement was confirmed by the members of the Typographical Union by the large majority of 12,544 to 3,530.

The relations of the Typographical Union with the United Typothetæ of America, the great organization of master printers, which includes especially book and job printing offices, aside from newspapers, are less friendly than with the American Newspaper Publishers' Association. It is true that in 1898 a joint committee of the Typothetæ, of the International Typographical Union, the International Printing Pressmen's and Assistants' Union, and the International Brotherhood of Bookbinders met at Syracuse and entered into an agreement regarding the hours of labor. This agreement provided that from November 21, 1898, to November 21, 1899, the employers belonging to the organization would require only 57 hours of labor per week, and after November 21, 1899, 54 hours per week. The committees of the workingmen's organizations, in return for this concession, agreed to attempt to equalize the scale of wages in the competitive districts where there were at that time serious inequalities. It appears, however, that the Typothetæ are disposed to antagonize organized labor in general rather than to deal with it in a conciliatory manner.

2. The International Printing Pressmen's and Assistants' Union.—This organization follows the example of the Typographical Union, from which it was originally formed, in securing local agreements with employers regarding the conditions of

[1] See Typographical Journal, March 1, 1901.

labor, and practically all that has been said with regard to such local agreements in the case of the Typographical Union applies to this organization as well. As yet the pressmen have made no general provision of a national scope for arbitration.

The constitution forbids any local union or member to enter into negotiations in the name of the international union for the purpose of making any contract which will affect its interests, without the sanction of the board of directors. It is further declared that all contracts or agreements which encroach upon or surrender "any of the powers or rights claimed by or vested in the I. P. P. and A. U., or which may be detrimental to the interests or welfare of any union deriving its charter from this international union, or individual affiliated with the same, is hereby declared null and void." But the restriction on the making of agreements is explained not to apply to negotiations as to the adoption of a scale of wages.

The pressmen undertake to enforce agreements with employers by providing that whenever a subordinate union or its representative agrees upon a basis of settlement for a strike, lockout, or any other difference with employers, and the union fails or refuses for 2 weeks to proceed on the basis agreed on, the international president "may proceed to a final settlement," and if the union does not abide by the terms so agreed on it may be disciplined as the president may direct. There is an appeal in such cases to the board of directors but none to the convention or the general membership.

The president, in his report to the convention of 1900, gave an account of a difficulty in St. Louis in which one of the local unions, after agreeing to arbitrate, refused to abide by the decision. "Realizing the fact that no labor organization could afford to stultify itself by refusing to abide by an arbitration fairly entered into," he undertook to investigate and settle the matter. He found that the union "had been most unfortunate in their selection of an arbitrator, as the individual chosen was utterly ignorant of the technical and mechanical features of their work; also, being somewhat involved in politics, was appreciative of the fact that the good will of the newspapers was a good thing to have. Anyhow, every point that the men had contended for was given away by the arbitrator whom they had selected to represent them, with the result that they could scarcely be blamed for refusing to abide by it." The president succeeded in having the matter reopened and in arranging a compromise, which was agreed to by both parties.[1]

3. Lithographic trade.—The secretary of the Lithographers' International Protective and Beneficial Association reports that the attitude of employers toward the organization is usually friendly, but that no general effort is made to obtain specific written agreements. There is a written agreement concerning the union label in Chicago, and written agreements are sometimes made at the end of a strike. Differences with employers are habitually settled by direct negotiation between union officers and either individual employers or officers of employers' organizations. There are no formal boards of conciliation or arbitration, though the secretary considers that such a system might be advantageous.

The constitution of the Lithographers' Union formerly contained a provision relating to arbitration, but it was stricken out in 1897, after the death of the employers' body, known as the National Lithographers' Association. The president, recommending this action under existing circumstances, adhered to the principle of arbitration, and said: "If a satisfactory agreement can be arrived at, in any, or, for that matter, all of our cities, whereby the question in dispute will be referred to arbitration, it seems to me a progressive step to accept it."

VIII. LONGSHOREMEN.[2]

1. Organization of Longshoremen.—The workers on the docks of the Great Lakes are quite generally organized into the International Longshoremen's Association, although this body has comparatively little strength as yet along the coast of either ocean. The organization of longshoremen on the Great Lakes is a comparatively new thing, but it has already resulted in great improvements in the conditions of labor and in the character of the workingmen themselves. An evidence of the conservatism and strength of the International Longshoremen's Association is found in the fact that the leading employers on the lakes recognize the organization and make formal contracts with it. The constitution of the association cautions all local unions not to make exorbitant charges for their work, and

[1] American Pressman, September, 1900, p. 48.

[2] See also testimony of Mr. Henry C. Barter, secretary of the Longshoremen's Association, in reports of Industrial Commission, vol. ix, p. 306.

to employ all honorable means to effect peaceful settlement of disputes before striking.

2. Agreements with ore and coal dock managers.—According to the testimony of the secretary of the Longshoremen's Association before the Industrial Commission, it has either a written agreement or a general understanding regarding the conditions of labor with the dock managers in practically all of the lake ports. The most extensive and important of these agreements are those regulating the handling of ore and coal at the Lake Erie ports. In March, 1900, for the first time, a conference was held between the leading dock managers of Lake Erie and the representatives of the International Longshoremen's Association, and an agreement was reached regarding the conditions of labor for the navigation season. Similar conferences were held in the fall of 1900 to adopt joint agreements regarding labor on the docks in the winter months when large amounts of ore stored at the ports are shipped away by railroad. Again, in March, 1901, a conference adopted a "summer agreement" for the year. It appears probable that the system is thus fairly well established, and that it is likely to be extended. There is no formal organization of the joint conferences, and the agreements are as yet comparatively simple. The principle of arbitration of disputed questions has been introduced, however, and it seems probable that the system will more and more tend to maintain friendly relations between employers and employees in the ports of the Great Lakes.

The managers of the coal and ore docks on the lower Lake Erie ports are organized into the Dock Managers' Association, which includes members from Sandusky, Lorain, Huron, Cleveland, Fairport, Conneaut, Ashtabula, and Toledo, Ohio; Erie, Pa., and Buffalo, N. Y. The first conference between the officers of this association and the International Longshoremen's Association was held in March, 1900, and lasted 11 days. The representatives of the workingmen were chiefly from the local unions of coal and ore handlers in the Lake Erie ports, but the general officers of the International Association also took part. An agreement was finally reached covering the season of navigation of 1900. It provided separate scales of wages and regulations for the conditions of labor of the ore shovelers and trimmers, the coal handlers and other workmen on coal docks, and the hoisters and engineers. The general agreement, applicable to all these classes of workingmen, provided that labor not specified in the separate schedules should be advanced 16⅔ per cent above the closing rates of 1899. The managers also agreed to employ exclusively members of the local unions of longshoremen whenever such members satisfactory to the dock managers could be provided, although in case of shortage other persons might be employed. As a matter of fact, in most ports where the Longshoremen's Association is strongly organized the old system of stevedores or contractors for loading and unloading vessels has been done away with and the members of the union work directly for the dock managers or the vessel owners. This method virtually takes the form of a cooperative contract. The local union arranges to load or unload the vessel, charging so much per ton, and divides the proceeds among the members of the union who are engaged in the work, while the different members are allowed work in rotation.

Another important feature of the agreements between the Longshoremen's Association and the Dock Managers' Association is the provision for arbitration of disputed points. Clauses of the summer agreement of 1900, which have been reproduced in the winter agreement of 1900 and the summer agreement of 1901, provide that, in the case of unusual work not covered by the terms of the agreement, the compensation shall be adjusted by the representatives of the local organization or organizations and the dock managers, with arbitration of the differences if they can not agree. In the event of any controversy arising from such a cause or for any other reason, work shall continue and the differences shall be settled in an amicable manner. If possible, the representatives of the local organization of longshoremen and of the dock managers shall reach a settlement. Failing to do so, the respective representatives shall choose a third person and the three shall constitute a board of arbitration. If the respective representatives can not agree upon a third man then each party shall choose a disinterested man and these two shall choose a third. The decisions of boards of arbitration thus constituted, by a majority vote are to be final.

Testifying in February, 1901, the secretary of the International Longshoremen's Association asserted that under the terms of these agreements practically all disputes had been settled by friendly negotiation between the local organizations and the local dock managers, resort having been taken to arbitration in only a single instance. Strikes have been entirely prevented in the ports covered by the agreement system. The full text of the general joint agreement of 1901, together

with the special clauses regulating the labor of ore shovelers and trimmers, which may be taken as typical of the other detailed provisions, follow:

Agreement made and entered into at Cleveland, Ohio, the fifteenth day of March, 1901, by and between the International Longshoremen's Association, by its officers duly authorized and the respective local organizations thereof, by their duly authorized representatives, who have attached their names to this agreement as first party, and the Dock Managers, owning docks at the lake ports, who have attached their names to this agreement as second party.

WITNESSETH:

1. This agreement is made for the season of navigation of 1901.

2. There are attached hereto, as a part of this agreement, schedules of wages marked Exhibits "A," "B," "C," "D," and "E," and made part hereof. Said schedules of wages and all provisions therein contained are to be respected by all the parties hereto, and are hereby agreed to for the year 1901, as set forth in said respective schedules.

The scale of wages for hoisters and engineers to begin, as stated in the schedule referring thereto, on May 1st, 1901.

3. All employés employed by the Dock Managers for the purpose of performing the work set forth in the schedules hereto attached shall be members of the local organizations, whenever such men can be had who can perform the work as called for in the contract; when such men can not be had, the Dock Managers have the right to secure any other men who can perform the work in a satisfactory manner until such time as members of the International Longshoremen's Association can be secured; that no man shall be discharged without just cause and be notified of the cause of the discharge.

4. The Dock Managers or Owners shall at all times give to the men interested an opportunity to inspect bills of lading or orders for receiving cargoes for the purpose of learning or verifying the tonnage to be loaded or unloaded.

5. It is understood that occasionally, when any unusual work arises in isolated cases not covered by this agreement, the men, when called upon, shall perform such labor, and the compensation therefor shall be determined and adjusted between the representatives of the local organizations and the Dock Managers or Owners, and, in the event of any disagreement, shall be arbitrated as hereinafter provided for the arbitration of differences, controversies, or grievances.

6. All items not mentioned in this contract or the schedules hereto attached shall be performed, and all payments shall be made for work done under this agreement in accordance with the usual custom heretofore prevailing upon the respective docks.

7. In the event of any controversy arising between the men or local organizations and the Dock Managers or Owners, or in the event of any of the men or local organizations having any grievances, the men shall continue to work, and any and all such controversies and grievances shall be settled, if possible, by the representative of the local organization and the representative of the Dock Managers or Owners. If such controversies and grievances can not be so settled, then they shall be arbitrated, by choosing a third disinterested man upon whom the representative of the local organization and the Dock Managers shall agree, and the decision of any two shall be final. If the representative of the local organization and the representative of the Dock Managers or Owners can not agree upon a third man, then each side shall choose a disinterested man, and the two disinterested men thus chosen to choose a third disinterested man, and said three men shall constitute a board of arbitration, and the decision of a majority of said three shall be final and all parties shall abide thereby.

It is expressly agreed that said arbitration board shall meet within ten days after the occurrence of the difference requiring arbitration.

8. It is distinctly understood between the Dock Managers and the representatives of the International Longshoremen's Association that no beer, whiskey, or other intoxicating liquors shall be brought upon the property of the Dock Managers.

9. It is also distinctly understood that no men in an intoxicated condition or under the influence of liquor shall be permitted upon the premises of the Dock Managers.

10. That none of the companies' employes employed by the hour or month shall be permitted to leave the dock during working hours without permission, nor tonnage men when labor is to be performed.

11. Pure and fresh drinking water with oatmeal and ice shall be provided on the dock where the men are employed.

12. When a Local at any dock quits or refuses to work on a vessel, it shall be considered a violation of contract, and the vessel may be sent to any other dock or port governed by this agreement, where she shall be discharged or finished, under the rules of this contract, in the same manner as though she had originally been consigned there; and the men so finishing the cargo shall receive the entire pay for discharging or loading all of the cargo of said vessel, and the men so refusing to work on said vessel shall be discharged, with the provision that this section applies only to docks covered by this agreement.

EXHIBIT A.

We, the representatives of the Locals of Ore Shovelers, do hereby agree and accept the scale and conditions for the navigation season of 1901:

1st. From the opening of navigation to September 14th twelve hours shall constitute a day's work, and from September 15th to the close of navigation eleven hours shall constitute a day's work.

2d. That the price to be paid for unloading ore, pig iron, limestone, and alabaster rock from vessels shall be 13 cents per ton.

3d. That 25 cents per hour shall be paid for overtime.

4th. That the price that shall be paid for loading ore from dock by machine shall be 7½ cents per ton at all ports, except T. and O. C. Dock, Toledo, where 10 cents shall be paid.

5th. That the price that shall be paid for loading ore from dock by hand shall be 9½ cents per ton, except at Sandusky, 12½ cents, and T. and O. C. Dock, Toledo, 11 cents.

6th. That the price that shall be paid for transferring ore and pig iron from cars to dock shall be 19 cents per hour.

7th. All day work shall be paid for at the rate of 19 cents per hour, overtime 25 cents per hour additional.

8th. That gang bosses shall be selected by the superintendent of the dock. It is understood that they be members of the I. L. A.

9th. Where vessels come to the dock with water in the hold, and it is necessary for some men to lay off on account of water, such men shall be paid at the rate of 50 cents per hour until such water is freed, the understanding being that no boat shall be considered wet unless the water is 1½ inches deep in the center of the majority of the hatches being worked, after room has been made to take

care of three buckets on the bottom; and where boat is being worked on the wing, water must average 4 feet or more from the wing before any action shall be taken in regard to vessel being considered wet. The nine men shall be distributed over hatches to enable vessel to work to the best advantage. The men shall return to work at regular rate as soon as water is below skin. Where it is impossible to free a vessel from water in two hours after the water has been discovered, double tonnage shall be paid on balance of cargo.

10th. Legal holidays shall mean Decoration Day, Fourth of July, Labor Day, and Thanksgiving Day. No other holidays to be recognized.

11th. That there shall be no work on Sundays or legal holidays unless vessels are in a wrecked condition and water in the hold, and then double tonnage shall be paid and overtime at the rate of 25 cents per hour to each man employed.

12th. In cases where men are taken from the boat when working in vessel to load cars on dock, they shall receive the same scale as earned on the boat.

13th. The turn of the gangs shall be as follows: First gang unloaded shall be first gang in; the time to be taken by the superintendent of the dock or his representative, as to the finishing of the vessel. His decision shall be final and binding on the gang.

14th. That 25 cents per hour shall be paid to the gang doing the work for moving machinery over turntable from the time first leg gets within 100 feet from turntable until last leg has passed over turntable.

15th. At all ports where business of the dock is greater than day gang can handle, double shifts can be worked at the regular scale of wages for day work.

16th. Overtime shall be worked on all docks where required by the superintendent.

3. Agreement with Buffalo grain elevators.—There is another important organization of employers on the Great Lakes, known as the Lake Carriers' Association, which has to do not only with the operation of vessels, but also with the management of the docks in some instances, especially in the handling of grain at Buffalo. There have been various difficulties at Buffalo as to the management of labor upon the grain docks and in the grain elevators. The workingmen especially opposed the continuance of the old contract system under which many abuses had arisen. There was a prolonged strike on this account during 1899, in which through the mediation of ex-Congressman Rowland B. Mahany, of Father Cronin, and of Bishop Quigley, of Buffalo, and with the aid of the international officers of the Longshoremen's Association, an agreement was finally reached which virtually made the Longshoremen's Association the contractor for the handling of grain at Buffalo during the season of 1900. Under this agreement, Mr. T. W. Kennedy was appointed superintendent of grain shoveling, as an employee of the Lake Carriers' Association; and boss scoopers, taking the place of the old contractors, were made appointable by Mr. Kennedy in conference with the president of the local union, with provision for reference to Mr. Keefe, president of the Longshoremen's Association, in case of failure to agree. The agreement further provided that the workingmen should be paid $2 per thousand bushels of grain, except for Sunday work, when the price should be $3 per thousand bushels. It was understood, although not definitely stated in the agreement, that only union men should be employed, a clause providing that the International Longshoremen's Association should at all times furnish a sufficient number of men to handle the business offered. As throwing light upon the previous conditions of employment, under the stevedore system, the following section of the agreement is interesting: "It is further mutually understood by and between both parties that no saloon or political influences shall be allowed or practiced by representatives or the employees of either party."

The agreement at Buffalo for the season of 1901 provided that only union men should be employed, if they could be obtained, and established a system of arbitration, in case of disputes, similar to that under the ore-handlers' agreement.

A movement is also on foot to secure a general agreement establishing uniform conditions of labor, so far as practicable, in the handling of package freight along the Great Lakes. Indeed, the general effort of the International Longshoremen's Association seems to be to extend the system of joint agreements and to make uniform agreements covering labor of a given class in all the different ports.

4. Agreement with lumber carriers.—The longshoremen have also an agreement with the organization of lumber carriers, covering the loading of lumber. The following are its chief provisions:

ASHLAND, WIS., *Feb. 26th, 1901.*

Memorandum of agreement by and between the Lumber Carriers' Association of the Great Lakes and the Lumber Locals of Lake Superior. The agreement being made to cover the loading of all lumber, lath and shingles, and such other commodities as being understood under the head of "Forest Products" for the year of 1901, on boats of the said Lumber Carriers' Association.

ARTICLE I.

The captain shall have the privilege of hiring and discharging men, providing he has just cause, always giving union men the preference. Whenever there are not union men enough, the captain shall have the privilege of hiring non-union men, excepting in cases where union men have been discharged or refused work on the same condition; then only union men can be hired. There shall be no restriction placed by the Longshoremen upon the amount of work each man shall perform.

in every trade and the settlement of all differences by representatives of these respective organizations actually engaged in the trade.

Commenting on the failure of certain other building trades in New York City to establish the system of joint agreements, Mr. Cowen expresses the opinion that the difficulty has been quite as much due to the attitude of the employers as to that of the employees. The employer often loses sight of the fact that the workingman has only his labor to sell. It is a duty of the workingman to himself and to his family to sell that labor at the highest price the market will afford. The employers constitute the market. If any employer does not want labor at the price offered, he need not employ it. If he buys it at too high a price, he will not be able to find customers for his product, just as in the case of the merchant. If wages become too high, some capitalists must stop work and cease the investment of capital until the reduced demand for labor lowers wages to their natural level. No matter how strong labor organizations may be they can not tyrannize over employers permanently. Supply and demand will determine the value of labor as it does with every other commodity.

Mr. Cowen says further that the system of agreements in the bricklaying trade has not prevented increase of wages and improvement of conditions at a rate fully equal to that in any of the other trades. The system has in fact been highly beneficial to the workingman. The trade is kept in steady condition. The yearly contracts with the employers prevent them from cutting down wages suddenly. Moreover, the strong character of the national organization of bricklayers, and the relative uniformity of the rates of wages under the contracts in the different parts of the country, prevents unfair competition in any city by contractors from other cities. There is, accordingly, little tendency to cut down the rate of wages as the result of outside competition.

4. Arbitration in the bricklaying trade in Chicago.—For 10 or 12 years prior to the great building trades strike in Chicago in 1900 the system of joint agreements had been firmly established between the association of contracting masons and builders and the bricklayers' unions of that city. These annual agreements provided for the arbitration of disputes and virtually did away with strikes. Changes in the working rules from year to year were regularly made by this committee. One of the judges of Cook County was chosen to act as an umpire in case of failure of the representatives of the two sides in the committee to agree, but it did not prove necessary to call in the umpire more than two or three times during the entire period.[1]

The bricklayers' unions of Chicago were finally drawn into the Building Trades Council and took part in the sympathetic strikes ordered by that body. They also joined in the great dispute of 1900, but were the first trade to withdraw from the Building Trades Council and to make an agreement with the employers. This agreement provided for a method of arbitration in accordance with lines laid down by the Building Contractors' Council. The system, which was very similar to that of the carpenters, whose agreement is described on page 884, prohibits stoppage of work and requires the submission of all disputes to an arbitration committee, consisting of 5 members from each side elected annually, together with an umpire to be selected by the other members of the arbitration board. The board acts by majority vote, the umpire being called in when necessary to cast the deciding vote, and decisions are binding on both parties. Violations of the agreement or of the decisions are punishable by fine, which, if not paid by the offender himself, shall be paid by the organization to which he belongs.[2]

5. Arbitration in Rochester.—A member of the Mason Contractors' Association, of Rochester, N. Y., states in reply to a schedule of questions that that organization has for 13 years maintained a system of joint agreements with the unions of bricklayers and masons. Each year the joint arbitration committee meets for the adoption of the scale of wages and rules, and at no time has it failed to agree. The best results have followed from the system. Apparently no strikes have arisen in the intervals between the adoption of the annual agreements.

II. CARPENTRY TRADE.

1. Organizations and joint agreements generally.—The journeymen carpenters are quite strongly organized. Aside from a number of important independent local unions there are many locals affiliated with the United Brotherhood of Carpenters and Joiners, which has an aggregate membership of over 40,000, while a small

[1] See testimony of Thomas Nicholson, Reports of the Industrial Commission, volume viii, page 88.
[2] The bricklayers' agreement is printed in full in the Reports of the Industrial Commission, volume viii, page 525.

men exist, the manufacturers are given the privilege of putting on an additional apprentice who shall be paid regular journeymen's rates, while the excess of these rates above his wages as a regular apprentice is to be divided among the kiln men of the crew for the first year. This concession is made with the understanding that the kiln men are to be responsible for the instruction of the apprentices.

Two witnesses representing the Trenton pottery workmen maintained before the Industrial Commission that it was perfectly justifiable for them to break away from the national organization and to deal with the local manufacturers exclusively, but another took opposite ground. It appears that the conditions of labor in the Trenton establishments are generally determined by conferences of an informal nature. The organizations of the different classes of workmen are not of equal strength, and the different organizations act to a large extent independently of one another.

A representative of the Trenton pottery manufacturers stated that nearly all disputes of an ordinary character in the pottery trade of that city were settled by conferences between committees of the union on the one hand and the individual manufacturers on the other hand. If, however, a dispute can not be thus adjusted, it is ordinarily referred to a committee of the manufacturers' organization in conference with a committee of the local union. The matter is usually adjusted by conciliation and compromise, rather than by arbitration.

CHAPTER II.

LOCAL COLLECTIVE BARGAINING; AGREEMENTS AND ARBITRATION.

I. BRICKLAYING TRADE.

1. Agreements and arbitration generally.—Perhaps more has been accomplished in the way of establishing peaceful relations between employers and employees in the bricklaying trade than in any other of the building trades. It is impossible to know to whom to assign the chief credit for this fortunate condition of affairs. Probably representatives of both employers and workingmen have contributed toward promoting the establishment of such friendly relations. The most thoroughgoing system of collective bargaining and arbitration in the bricklaying trade is that in Boston, which owes its origin, at least in part, to the efforts of Mr. W. H. Sayward, who has been for many years the secretary of the Mason Builders' Association of Boston and vicinity.[1] The system of joint agreements in Boston dates from 1886. Largely through the influence of Mr. Sayward the National Association of Builders was organized in 1887, the chief purpose of which was to further friendly relations between employers and employees in the building trades. This organization recommended a form for joint agreements between local organizations of employers and employees, providing for arbitration of disputes. This form has been adopted in its entirety by the Mason Builders' Association of Boston and certain labor organizations in that city. (See below.) The National Association of Builders, however, has not grown or greatly extended its system of arbitration directly. It has undoubtedly exercised no little influence in various cities in furthering the establishment of local organizations and the joint agreement and arbitration system, but the traces of its work are not always distinctly visible, and the extension of the joint agreement and arbitration system is by no means altogether due to the efforts of this employers' organization. It seems that the officers of the Bricklayers' and Masons' International Union have also for a considerable number of years been disposed to favor peaceful methods of dealing between employers and employees. Doubtless the success of the arbitration system in Boston has had something to do with the favor with which the bricklayers' union has looked upon these methods.

The constitution of the Bricklayers' International Union adopted in 1893, contained a recommendation, amounting practically perhaps to a decree, that subordinate unions should adopt laws providing for boards of arbitration. The constitution as now in force is more imperative. Its provisions deserve quotation in full:

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[1] See testimony of Mr. Sayward, Reports of Industrial Commission, vol. vii, pp. 841-860.

Chicago, in January, 1900, addressed the following letter to the contractors, with reference to the adoption of the new agreement for the current year:

DEAR SIR: We beg to inform you after April 1, 1900, the demands of the carpenters will be for a mininum wage scale of fifty (50) cents per hour.

We will be prepared to receive signatures to our new agreement after March 1.

Respectfully, yours,

CARPENTERS' EXECUTIVE COUNCIL,
Per LUKE GRANT, *Secretary.*

3. Cincinnati agreement.—In other cities, however, the relations between employers and employees in the carpentry trade are more friendly than they have been in Chicago and New York, and the system of joint agreements represents the result of negotiations between committees of both sides, while provision is made for arbitration of disputes. In Cincinnati, for instance, the Master Carpenters' Exchange and the Hamilton County Carpenters' District Council have in recent years signed annual agreements providing for a system of arbitrating disputes and also regulating the general conditions of labor. The two agreements for 1900 were as follows:

AGREEMENT.

It is hereby agreed by and between the undersigned, "The Master Carpenters' Exchange of Hamilton County," parties of the first part, and "The Hamilton County Carpenters' District Council," parties of the second part, and by each for all its members, that, in order to prevent any violation of the agreement relative to hours, wages, and conditions, as agreed to and signed by both parties as aforesaid, there shall be a permanent committee appointed by the above-named exchange and council, consisting of an equal number from each, whose duties shall be to mutually adjust all matters of differences or violation of the agreement that may occur from time to time.

It is also agreed that, should any member of any carpenters' union offer his services as a journeyman carpenter to any member of the exchange for less than the rate of wages already agreed on between the exchange and council, or shall rebate, or offer to rebate, any part of his wages to his employer, or anyone acting for his employer, the employer shall secure the name and address of the offender and submit it, with the evidence in the case, to the committee of his exchange. The committee of the exchange shall as soon as possible call a meeting of the combined committee of the exchange, together with the committee of the council, for the purpose of consultation, after which the case shall be left with the committee of council for settlement.

It is also agreed that should any members of the parties of the second part know of any members of the parties of the first part using any effort or offering to employ any parties of the second part for less than the rate of wages agreed on, that the committee of the council shall immediately notify the committee of the exchange of the violation, with the evidence in the case, and call a meeting of the joint committee for the purpose of adjusting the matter as soon as possible.

It is also agreed by and between the members of the exchange and council, to work together for the mutual benefit of the entire membership of both, and it is hereby agreed that the members of the exchange employ members of our locals connected with our council, or those who are satisfied to join them.

The council on its part agrees to furnish men to the members of the exchange at all times in quantities desired whenever possible to do so.

AGREEMENT.

It is hereby agreed by and between the undersigned, "The Master Carpenters' Exchange," parties of the first part, and "The Hamilton County Carpenters' District Council," parties of the second part, and by each and all of its members:

1st. That from March seventeenth (17th) to June first (1st), 1900, nine hours shall constitute a day's work, and that the minimum rate of wages shall be twenty-five (25) cents per hour.

2nd. That from June first (1st), 1900, to March first (1st), 1901, eight (8) hours shall constitute a day's work, and that the minimum rate of wages shall be thirty (30) cents per hour, and that the better class of mechanics are to receive a higher rate of wages.

3rd. That time and one-half shall be allowed for overtime, and double time for Sundays, 4th of July and Christmas, or days that may be celebrated for them. No work shall be allowed on Labor Day, which shall be the first (1st) Monday of September.

4th. That working hours shall be from eight (8) o'clock a. m. to twelve (12) o'clock m., and from one (1) o'clock p. m. to five (5) o'clock p. m. Except, that during the months of November, December, January, and February, the hours shall be from seven-thirty (7.30) a. m. to twelve o'clock a. m., and from twelve-thirty (12.30) o'clock p. m. to four (4) o'clock p. m.

5th. That the parties of the second part hereby agree and bind themselves to faithfully enforce the above conditions as to hours and wages upon building firms that may not be members of the organization of the first part, and that any proven violation of this part of the agreement shall lay all contracts in this connection liable to be declared void.

It will be observed that the first agreement provides for a permanent committee, consisting of an equal number of representatives from the organizations of employers and employees, respectively, with power to adjust all differences and to ascertain violations of the agreement. As is very commonly provided in the joint agreements in the building trades, the employers agree to hire only union labor. One of the chief advantages to the employers from the Cincinnati agreement is found in the fifth clause of the second agreement, which provides that the union shall compel building firms, not members of the employers' organization, to comply with the same conditions of labor as are prescribed in the agreement.

tions between these joint committees. The committees usually consist of three members representing the union, and an equal number representing the employers' association. In no instance outside of Boston and Chicago, so far as can be ascertained, is there a provision for the reference of matters as to which these joint committees can not agree to an outside party as umpire. The policy of the Bricklayers' Union is distinctly to settle differences by negotiation between those actually interested in the craft. Difficulties which the local joint boards can not settle are usually brought to the attention of the national executive board, which in most instances succeeds in bringing about a settlement. The policy of the union in regard to the settlement of disputes by members of the trade is clearly shown by a provision in the constitution that, so far as possible, questions involving only stone masons shall be settled by persons connected with that branch of the craft only.

2. Joint agreement and arbitration system in Boston.—The following is the form of arbitration agreement recommended by the National Association of Builders and which has been adopted by the Mason Builders' Association of Boston, in its agreements with the Bricklayers' Unions of that city, the Stone Masons' Union, the International Union of Steam Engineers and the Building Laborers' Union:

FORM OF AGREEMENT ADOPTED AND RECOMMENDED BY THE NATIONAL ASSOCIATION OF BUILDERS TO SECURE THE ESTABLISHMENT OF ARBITRATION COMMITTEES, WITH PLAN OF ORGANIZATION OF THE SAME, FOR THE USE OF ASSOCIATIONS OF EMPLOYERS AND ASSOCIATIONS OF WORKMEN IN THE BRANCHES OF THE BUILDING TRADE.

AGREEMENT.

For the purpose of establishing a method of peacefully settling all questions of mutual concern, [name of organization of employers] and [name of organization of employees], severally and jointly agree that no such question shall be conclusively acted upon by either body independently, but shall be referred for settlement to a joint committee, which committee shall consist of an equal number of representatives from each association; and also agree that all such questions shall be settled by our own trade, without intervention of any other trade whatsoever.

The parties hereto agree to abide by the findings of this committee on all matters of mutual concern referred to it by either party. It is understood and agreed by both parties that in no event shall strikes and lockouts be permitted, but all differences shall be submitted to the joint committee, and work shall proceed without stoppage or embarrassment.

The parties hereto also agree that they will incorporate with their respective constitutions and by-laws such clauses as will make recognition of this joint agreement a part of the organic law of their respective associations. The joint committee above referred to is hereby created and established, and the following rules adopted for its guidance:

ORGANIZATION OF JOINT COMMITTEE AND RULES FOR ITS GOVERNMENT.

1. This committee shall consist of not less than six members, equally divided between the associations represented, and an umpire, to be chosen by the committee at their annual meeting, and as the first item of their business after organization. This umpire must be neither a journeyman craftsman nor an employer of journeymen. He shall preside at meetings of the committee when necessary.

2. The members of this committee shall be elected annually by their respective associations at their regular meetings for the election of officers.

3. The duty of this committee shall be to consider such matters of mutual interest and concern to the employers and the workmen as may be regularly referred to it by either of the parties to this agreement, transmitting its conclusions thereon to each association for its government.

4. A regular annual meeting of the committee shall be held during the month of January, at which meeting the special business shall be the establishment of "working rules" for the ensuing year, these rules to guide and govern employers and workmen, and to comprehend such particulars as rate of wages per hour, number of hours to be worked, payment for overtime, payment for Sunday work, government of apprentices, and similar questions of joint concern.

5. Special meetings shall be held when either of the parties hereto desire to submit any question to the committee for settlement.

6. For the proper conduct of business, a chairman shall be chosen at each meeting, but he shall preside only for the meeting at which he is so chosen. The duty of the chairman shall be that usually incumbent on a presiding officer.

7. A clerk shall be chosen at the annual meeting to serve during the year. His duty shall be to call all regular meetings, and to call special meetings when officially requested so to do by either body party hereto. He shall keep true and accurate record of the meetings, transmit all findings to the association interested, and attend to the usual duties of the office.

8. A majority vote shall decide all questions. In case of the absence of any member, the president of the association by which he was appointed shall have the right to vote for him. The umpire shall have casting vote in case of tie.

CLAUSES TO BE INCORPORATED WITH BY-LAWS OF PARTIES TO JOINT AGREEMENT.

A. All members of this association do by virtue of their membership recognize and assent to the establishment of a joint committee of arbitration (under a regular form of agreement and governing rules), by and between this body and the ——, for the peaceful settlement of all matters of mutual concern to the two bodies and the members thereof.

B. This organization shall elect at its annual meeting —— delegates to the said joint committee, of which the president of this association shall be one, officially notifying within three days thereafter the said —— of the said action and of the names of the delegates elected.

C. The duty of the delegates thus elected shall be to attend all meetings of the said joint committee, and they must be governed in this action by the rules jointly adopted by this association and the said ——.

D. No amendments shall be made to these special claims, A, B, C, and D, of these by-laws, except by concurrent vote of this association with the said ——, and only after six months' notice of proposal to so amend.

law, but neither party is disposed to incur the odium and the loss of a complete dissolution of the relationship between the two organizations.

5. **Exclusive agreements.**—As in other building trades, it occasionally happens that the carpenters' joint agreements provide that members of the union shall work only for the employers' organization. Thus it is stated that at two different times in recent years the Carpenters' Executive Council of Chicago had an agreement with the associated employers to work for no one else. The president of the workingmen's organization declared that the result of this alliance was to build up the employers' association and enable it ultimately to dictate over the employees. The practice of making such exclusive agreements with employers' associations is now prohibited by the constitution of the United Brotherhood of Carpenters and Joiners. This rule was first promulgated in 1897, as a mere decision of the executive board; but the convention of 1900 submitted it to a general referendum vote as a constitutional amendment, and it was adoptod by a vote of 10,379 to 1,765.[1]

6. **The attitude of carpenters in New York toward joint agreements.**—A representative of the Master Carpenters' Association of New York City stated to this commission in 1900 that it has never been the practice in that trade in New York to make regular annual agreements between the employers' association or the individual employers and the organizations of workingmen. From time to time the trade unions have made demands upon the employers, and the latter have at times been forced to sign agreements, indefinite in duration, conceding all or a part of the demands of the workingmen. As a matter of fact, this employer holds, the unions do not wish to establish fixed agreements which shall be binding upon themselves as well as upon the employers. and in negotiations looking toward the establishment of such agreements the employers find the men irresponsible and vacillating.

As illustrating this irresponsibility on the part of the carpenters' associations this employer describes the strike in the trade during September and October, 1899.[2] He states that the unions took advantage of the unusual demand for the labor of carpenters caused by the preparations for the Dewey celebration. On September 6 a joint committee representing the carpenters' unions of New York City addressed a demand to the Master Carpenters' Association that from September 18 wages, which had been 43½ cents per hour, be advanced to 50 cents per hour, and that Saturday afternoon be declared a half holiday, so that the hours of labor should be reduced from 48 to 44 per week. The employers considered these demands excessive, especially since so little warning was given of the proposed change and since many of them had contracts on their hands. A committee of the Master Carpenters' Association was appointed to meet a committee of the men. The men's committee appeared, and when questioned stated that they had power to make an agreement. The employers proposed that wages should be 45 cents per hour until February 1, 1900, and that all questions as to conditions thereafter should be submitted to a joint committee of arbitration. A compromise was finally reached fixing wages at 47 cents per hour, establishing the Saturday half holiday, and referring the conditions of the trade after February 1, 1900, to a joint committee appointed by the respective organizations. This compromise was signed by 4 representatives of the employees and 7 representatives of the employers. At the bottom was written the statement, "The compromise proposition was unanimously adopted by both committees."

On the next day, despite this agreement, the secretary of the joint committee of the carpenters' organizations of New York City sent notice that he was instructed to inform the employers' committee that no proposition other than the original demands made in the circular of September 6 could be entertained by the unions. This action the employers denounced as showing bad faith on the part of the labor unions. The employers persisted in refusing the demands of the men and a general strike was inaugurated. Finally, however, on October 4 the Master Carpenters' Association was forced to yield and to grant all the demands made. The representatives of the association signed the agreement formerly presented, while a large number of individual employers also signed it. The men got a Saturday half holiday and an increase of wages from $3.50 a day to $4. The strike cost the union about $16,000.

This agreement was exceedingly brief, merely establishing the rates of wages and hours, and it did not contain any definite limit for its operation. Negotia-

[1] The Carpenter, November, 1900, p. 3; January, 1901, p. 8.

[2] The statements in the text are chiefly based on correspondence. But see also the testimony of Mr. Lewis Harding, Reports of the Industrial Commission, vol. xiv, pp. 110-113.

5. Holiday time.—Sundays, Fourth of July, Labor Day, and Christmas Day are to be considered as holidays, and work done on either of these days is to be paid for as double time.

6. Wages.—The minimum rate of wages shall be forty-five (45) cents per hour.

7. That the bricklayers shall be paid their wages on or before 5 p. m on the regular pay day.

8. If an employe is laid off on account of a lack of material, or for other causes, or is discharged, and if said employe demands his wages, intending to seek other employment, he shall receive his money

9. The business agent of the Bricklayers' Union shall be allowed to visit all jobs during working hours to interview the steward of the job.

10. In the opinion of the joint committee the best interests of the employing masons demand that all journeymen bricklayers shall belong to the Bricklayers' Union. Therefore preference of employment shall be given to union bricklayers by the members of the Mason Builders' Association.

Issued by order of the joint committee on arbitration.

JOHN T. HEALY, *Secretary of Committee.*

It will be observed that this agreement does not provide for the exclusive employment of union men by contractors, nor does it require the members of the union to work exclusively for the employers' organization. The agreement does declare that preference shall be given to union bricklayers by members of the Mason Builders' Association, stating that this is believed to be to the best interest of the employers. It appears that when the joint agreement system was first introduced in Boston the union men tried to secure a provision for their exclusive employment. This was finally waived, and nonunion men are now employed from time to time without objection, although in many instances nonunion men have joined the organization. In general, employers state that they prefer union men. While there is no clause in the joint agreement providing that the union men shall exercise their influence to compel contractors outside the employers' organization to conform to the terms of labor prescribed in the agreement, it appears that in practice outside employers are, in almost all instances, virtually compelled to live up to those conditions.

The question of apprenticeship has been one of special difficulty in the bricklaying trade throughout the country, and not less so in Boston. The National Builders' Association has frequently discussed the matter, and, under the influence of Mr. Sayward largely, has recommended a uniform system of apprenticeship. This system has been put in force by permanent agreement between the Mason Builders' Association of Boston and the bricklayers' unions of that city. The supervision of the entire system of apprenticeship is placed in the hands of the joint committee of arbitration. There is no limitation as to the number of apprentices whom the employer may take, but all details regarding the instruction of apprentices, their pay, their graduation, etc., are carefully provided for. The apprenticeship agreement is so novel, and furnishes such an excellent model for other trades, that it is here quoted in full:

SYSTEM OF APPRENTICESHIP ADOPTED BY THE MASON BUILDERS' ASSOCIATION AND THE BRICKLAYERS' UNIONS OF BOSTON AND VICINITY.

TIME OF BEGINNING AND TERM OF APPRENTICESHIP.

To prevent the taking of apprentices at an immature age, when they may be considered, on the average, as physically unfit for such laborious work and not sufficiently educated to warrant leaving school, and to discourage the beginning of apprenticeship at a time when the individual may be considered, on the average, as having passed that period when the faculties of mind and body are in that condition which is most receptive of instruction and most readily adaptive to the requirements of a trade, the following time and terms are fixed:

No individual shall be taken as an apprentice who can not read and write the English language.

No individual shall be taken as an apprentice until he is 16 years of age.

No individual shall be taken as an apprentice after he is 21 years of age.

An apprentice taken under 18 years of age shall serve until he is 21 years of age.

An apprentice taken at 18 years or over shall serve 3 years.

AGREEMENT OF APPRENTICE.

No individual shall be taken as an apprentice unless he shall agree to serve the time fixed by these rules and abide by other conditions and requirements herein set forth.

AGREEMENT OF EMPLOYERS.

No member of the Mason Builders' Association shall take an individual as an apprentice unless he will agree to keep him under legitimate instruction as such for the full term comprehended in these rules and will otherwise comply with the conditions and requirements herein set forth.

REGISTERING APPRENTICES.

When any member of the Mason Builders' Association is about to take an individual as an apprentice, he shall immediately notify the secretary of the association to that effect, giving name, age, and term for which he is taken.

The secretary of said association shall then immediately notify the clerk of the joint committee and also the secretary of the bricklayers' unions, and a record shall be kept by both associations and by the joint committee, so that a complete registry of all apprentices shall be available.

A card shall be issued to each apprentice by the joint committee, which he shall hold during his term as evidence that he is properly registered as an apprentice.

All members of the Mason Builders' Association shall file, as soon as practicable after the adoption of these rules, a list of the apprentices in their employ, giving name, length of term for which they are taken, and date of expiration of term.

SUPERVISION BY JOINT COMMITTEE.

The joint committee of the two bodies hereto shall have general supervision of all matters pertaining to the apprenticeship system under the rules herein defined and established, and shall have authority to settle all questions in relation to the same, and give judgment in any appeals that may be made to it by either employers or apprentices. It shall have authority to terminate or cancel the apprenticeship of any individual for cause.

It shall have authority to place an apprentice for an unexpired term with a new employer should his original employer die, or from any other cause fail to give him opportunity to complete his term with him.

It shall have authority to prepare blank graduation papers for apprentices, and to approve and sign the same when the employer has certified thereon that the apprentice has satisfactorily completed his term.

RIGHTS OF EMPLOYER.

An employer shall have the right to appeal to the joint committee to terminate or cancel an apprenticeship when there are evidences of incapacity on the part of the individual under instruction, or when he shall be insubordinate or be addicted to idle or dissolute habits, or in any other way fail to carry out his agreement with his employer.

RIGHTS OF APPRENTICES.

An apprentice shall have the right to appeal to the joint committee should his employer fail to keep him under legitimate instruction or to keep his agreement with him in any other respect.

He shall have the right also to appeal to the joint committee and secure through them opportunity to complete his apprenticeship should his original employer die, or from any other cause fail to give him opportunity to complete the same.

PAY OF APPRENTICES.

Apprentices shall be paid at the rate of 11 cents per hour during the first year, 12 cents per hour during the second year, 13 cents per hour during the third year, and 15 cents per hour for any additional years they may be obliged to serve under these rules; these sums to be paid weekly.

Deduction may be made from the above-mentioned pay for absence from work without sufficient cause, or the apprentice may be required to work beyond the stipulated term to the extent of double the time of absence, at the choice of his employer.

No deduction from the pay of an apprentice, however, shall be made, provided he report for duty at proper times but is unable to work because of weather or failure of his employer to provide work.

In addition to the pay above stipulated, each apprentice shall have an allowance of $50 the first year and $75 for every additional year, payable in quarterly installments.

Each apprentice shall be entitled to 1 week's vacation each year without loss of pay, or 2 weeks with 1 week's loss of pay, but shall not be allowed more than 2 weeks' vacation each year.

GRADUATION OF APPRENTICES.

When an apprentice shall have completed his term his employer shall certify the same upon blanks provided for the purpose by the joint committee and transmit the same through the secretary of his association to the joint committee. The joint committee shall then consider the same, and upon approval its clerk shall attach the official seal and signature of the committee, notifying both associations of this action, that the record of the apprentice may be complete upon books of record, which must be kept by the secretaries of each body.

The certificates thus signed and approved shall be accepted as evidence that the apprentice has properly graduated and is entitled to recognition as a journeyman, and he shall not be eligible to membership in the Bricklayers' Unions until he has such certificate.

DEPARTMENT OF INSTRUCTION.

Recognizing the fact that special instruction in the fundamental features of the bricklaying trade (which instruction shall comprehend education of both mind and hand, so that the individual shall gain a proper knowledge of quantity and strength of materials, and of the science of construction) is of as much importance as special instruction in other trades or professions, and, realizing that the chances of an apprentice to get as much instruction as he is entitled to while at work on buildings is necessarily limited, the parties to these rules agree that they will join in an effort to establish an institution in this city where all the trades shall be systematically taught; that when such school is established they will unite in the oversight and care of the same and will modify these rules so that a reasonable deduction shall be made from the term of an apprentice by virtue of the advantage gained through instruction in said school.

3. Agreements in the bricklaying trade in New York.—The system of joint annual agreements, with reference of disputed questions to a committee of conciliation or arbitration, has been in existence in the bricklaying trade of New York City for fully as long as in Boston, although the system is not so highly elaborated in the larger city as in Boston. There is no permanent agreement providing for the establishment of an arbitration committee. The annual agreements themselves do not specifically define the method of organizing the joint arbitration committee, but they do provide for their own renewal by the action of such committee. In practice each of the local bricklayers' unions, 8 or 9 in number, selects one representative on the joint committee and the Mason Builders' Association selects as many representatives as all of the unions combined. The representatives of the employers are always actual members of the Mason Builders' Association, engaged in building enterprises, while the workingmen upon the board are actual

tion that if the journeymen did not finish the job at Broadway and West Seventy-third street by the 15th all bricklaying work on the building operations of the association's members would be suspended. In reply to this ultimatum the unions resolved that "no bricklayer shall resume work on the job until the dispute is settled satisfactorily," and that in the event of the builders' association carrying out the threatened lockout "no members of our organizations shall resume work unless paid at the rate of sixty cents per hour"—an advance of five cents.

While the lockout was pending, the subjoined statement, signed by the president and secretary of the Mason Builders' Association presenting its side of the controversy, was given to the public:

"In April a strike occurred on the work of a member of the Mason Builders' Association. The grievance was submitted to the joint arbitration board, which is a standing committee consisting of eight members of the Bricklayers' Unions and eight members of the Mason Builders' Association, and is empowered to settle all differences between the two organizations. The grievance of the bricklayers was amicably adjusted by the unanimous action of said board. The ruling was that the grievance having been removed the bricklayers should man the job at once. The bricklayers thought their delegate refused until they should be paid for the time they were on strike, and while their grievance was being adjusted by the arbitration board. The Mason Builders' Association felt that acquiescence in this demand would be placing a premium on strikes, and establishing a dangerous precedent. They realized that the position of the bricklayers was more than unjust in that they refused to abide by the decision of the joint board, and insisted that the so-called waiting time must be paid, and that the payment of same was not a subject for arbitration. Therefore, at a meeting held on Saturday, May 11th the Mason Builders' Association passed the following resolution:

"'*Resolved*, That Thursday, May 16, 1901, all work of journeyman bricklayers on the building operations of the members of the Mason Builders' Association be suspended, unless in the meantime the members of the bricklayers' unions live up to the annual agreement existing between the Mason Builders' Association and the bricklayers' unions, and abide by the decision of the joint arbitration board, to man the works of this member of our association.'

"For sixteen years no rupture has occurred between the two organizations and an annual agreement has been signed. The Mason Builders' Association has always stood, and always will stand first and last for arbitration and an amicable adjustment of differences, but the unusual and most arbitrary stand taken in this issue compels the above action."

In a statement issued by the unions it was denied that they were the aggressors; they asserted that they had favored the arbitration of the difficulty at the beginning, and pointed to the fact that they had persistently urged the appointment of an umpire when the deadlock occurred over the question of payment for waiting time; concluding as follows:

"We, as an organization, claim that the employers attempted to coerce us in every form to do something for which we were not responsible. They agreed to enter into the question of the payment of the men, and this created a deadlock. When the deadlock was created they refused to accept the suggestion of the unions, calling for an umpire to decide the dispute, which is a law governing arbitration and a standing rule of this committee. We were then ordered locked out, an action which they have attempted to carry into effect. The employers of the city of New York have received our decision, which was endorsed by all our unions within the city. We deny that we have broken any agreement."

The emergency committee of the Mason Builders' Association addressed a communication to the unions' representatives on May 22d, asking for a conference. This was agreed to by the men's committee. At a meeting held on the 27th peaceful relations were restored between the belligerents, and this agreement, declaring the incident closed and granting the requests of the unions for an umpire and for an increase of wages, was entered into:

"Resolution adopted by the joint arbitration board of the Mason Builders' Association and bricklayers' unions, held at the Building Trades Club, 1123 Broadway, New York City, on Monday evening, 27th May, 1901.

"In consideration of the bricklayers at once fully manning all the works of all the members of the Mason Builders' Association, including Seventy-third street and Broadway, and submitting all questions in dispute to a joint board of arbitration, an umpire to be appointed if necessary, whose decision shall be final and binding, we, the Masons Builders' Association, agree that the wages of bricklayers for the year ending May 1, 1902, shall be at the rate of sixty cents per hour, beginning on June 28, 1901."

An umpire was selected on June 6th, and on the 14th the matter of waiting time was argued before him, but at the close of this report he had not rendered a decision.

Mr. Cowen, secretary of the Mason Builders' Association of New York City, speaks very highly of the working of the conciliation board in the bricklaying trade. He emphasizes especially the spirit of fairness and toleration which has been developed on both sides. The employers find that the union men are human, and that they try to sell their goods for the highest market price. They claim all the rights and privileges to which they are entitled under the law. On the other hand, they usually endeavor to carry out whatever agreements they enter into faithfully.

Mr. Cowen especially commends the practice of settling differences exclusively by members of the trade without calling upon outside persons. To be sure, he says, the system is a business one, not one of philanthropy.

He thinks that State arbitration methods are much inferior to the voluntary system as it exists in the bricklaying trade. He holds that one of the chief causes of strikes and disputes in the building trades and in other lines of business is that trade unions or union officers having no direct interest in the matter at issue, frequently control the action of those who are directly interested. The joint organizations of trade unions—central labor unions, building trades' councils, boards of walking delegates, etc.—often bring it about that the settlement of differences is in the hands of men who are wholly ignorant of the particular class of business involved, and who have less interest than those actually in the trade in bringing about a peaceful settlement. If each trade should settle its own differences by joint committees of employers and employed, strikes might be almost altogether avoided. It would be wise if the legislature should recommend, or by some enactment should further the establishment of trade unions and employers' associations

in every trade and the settlement of all differences by representatives of these respective organizations actually engaged in the trade.

Commenting on the failure of certain other building trades in New York City to establish the system of joint agreements, Mr. Cowen expresses the opinion that the difficulty has been quite as much due to the attitude of the employers as to that of the employees. The employer often loses sight of the fact that the workingman has only his labor to sell. It is a duty of the workingman to himself and to his family to sell that labor at the highest price the market will afford. The employers constitute the market. If any employer does not want labor at the price offered, he need not employ it. If he buys it at too high a price, he will not be able to find customers for his product, just as in the case of the merchant. If wages become too high, some capitalists must stop work and cease the investment of capital until the reduced demand for labor lowers wages to their natural level. No matter how strong labor organizations may be they can not tyrannize over employers permanently. Supply and demand will determine the value of labor as it does with every other commodity.

Mr. Cowen says further that the system of agreements in the bricklaying trade has not prevented increase of wages and improvement of conditions at a rate fully equal to that in any of the other trades. The system has in fact been highly beneficial to the workingman. The trade is kept in steady condition. The yearly contracts with the employers prevent them from cutting down wages suddenly. Moreover, the strong character of the national organization of bricklayers, and the relative uniformity of the rates of wages under the contracts in the different parts of the country, prevents unfair competition in any city by contractors from other cities. There is, accordingly, little tendency to cut down the rate of wages as the result of outside competition.

4. Arbitration in the bricklaying trade in Chicago.—For 10 or 12 years prior to the great building trades strike in Chicago in 1900 the system of joint agreements had been firmly established between the association of contracting masons and builders and the bricklayers' unions of that city. These annual agreements provided for the arbitration of disputes and virtually did away with strikes. Changes in the working rules from year to year were regularly made by this committee. One of the judges of Cook County was chosen to act as an umpire in case of failure of the representatives of the two sides in the committee to agree, but it did not prove necessary to call in the umpire more than two or three times during the entire period.[1]

The bricklayers' unions of Chicago were finally drawn into the Building Trades Council and took part in the sympathetic strikes ordered by that body. They also joined in the great dispute of 1900, but were the first trade to withdraw from the Building Trades Council and to make an agreement with the employers. This agreement provided for a method of arbitration in accordance with lines laid down by the Building Contractors' Council. The system, which was very similar to that of the carpenters, whose agreement is described on page 884, prohibits stoppage of work and requires the submission of all disputes to an arbitration committee, consisting of 5 members from each side elected annually, together with an umpire to be selected by the other members of the arbitration board. The board acts by majority vote, the umpire being called in when necessary to cast the deciding vote, and decisions are binding on both parties. Violations of the agreement or of the decisions are punishable by fine, which, if not paid by the offender himself, shall be paid by the organization to which he belongs.[2]

5. Arbitration in Rochester.—A member of the Mason Contractors' Association, of Rochester, N. Y., states in reply to a schedule of questions that that organization has for 13 years maintained a system of joint agreements with the unions of bricklayers and masons. Each year the joint arbitration committee meets for the adoption of the scale of wages and rules, and at no time has it failed to agree. The best results have followed from the system. Apparently no strikes have arisen in the intervals between the adoption of the annual agreements.

II. CARPENTRY TRADE.

1. Organizations and joint agreements generally.—The journeymen carpenters are quite strongly organized. Aside from a number of important independent local unions there are many locals affiliated with the United Brotherhood of Carpenters and Joiners, which has an aggregate membership of over 40,000, while a small

[1] See testimony of Thomas Nicholson, Reports of the Industrial Commission, volume viii, page 88.
[2] The bricklayers' agreement is printed in full in the Reports of the Industrial Commission, volume viii, page 525.

Twelfth. That the delegate may, during working hours, visit and enter the shops of the members of the Employers' Association as well as all buildings where members of the Whitestone Association are employed, to examine the cards of said members.

Thirteenth. That all disputes shall be arbitrated and shall be referred to a joint board of arbitration consisting of three members of the Employers' Association not interested in the matter under discussion and three members of the Whitestone Association. This board, failing to agree, shall select an umpire, whose decision shall be final and binding on both parties.

Fourteenth. That this agreement is to continue in force from the first day of May, 1900, until the first day of May, 1901, and if any change is contemplated by either party to this agreement a notice in writing shall be given by the party contemplating such change, stating fully what the proposed change is, at least three months prior to the expiration of this agreement, viz, May 1, 1901.

Fifteenth. That on and after May 1, 1900, the union label be used on all plumbing, marble work, and facings.

3. New York roofers and sheet metal workers.

AGREEMENT ENTERED INTO BETWEEN THE AMALGAMATED SHEET METAL WORKERS' PROTECTIVE AND BENEVOLENT ASSOCIATION OF NEW YORK AND VICINITY AND THE EMPLOYERS' ASSOCIATION OF ROOFERS AND SHEET METAL WORKERS OF GREATER NEW YORK AND ADJACENT CITIES.

I. On and after May 1, 1899, a working day shall consist of eight hours, performed between 8 o'clock a. m. and 5 o'clock p. m., the same to be known as regular time. During the months of June, July, and August forty-four (44) hours shall constitute a week's work, the week ending at 12 o'clock noon on Saturday (Saturday to be considered as one-half day). Men to receive their wages at said time.

II. Regular time shall be paid at the rate of not less than three dollars and fifty cents ($3.50) per day for sheet metal workers. Any excess of this amount shall be at the option of the employer.

III. All apprentices shall be under the control of the employers until his time expires as such in regard to his wages, actions, etc. When the employer takes on a boy as an apprentice, he shall notify the union, and the date of his four years' term of apprenticeship shall commence from that date.

IV. All work done between the hours of 5 o'clock p. m. and 8 o'clock a. m., and Sundays, New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Election Day, Thanksgiving Day, Christmas Day, shall be paid at double rates of regular time.

V. All members shall be paid at 5 o'clock on Saturday, payments to be made at the option of the employer, either on the job or at the shop.

VI. Every shop shall have the privilege of employing one apprentice for five men or less, and one additional apprentice for each additional five men or majority fraction thereof; but not more than four apprentices shall be allowed in any shop. On corrugated iron jobs, where ten or more mechanics are employed—in such cases the employer shall be permitted to have two apprentices to assist each five mechanics on corrugated iron work only. If the union is unable to furnish the number of apprentices called for in this section, the employer shall be permitted to employ laborers instead of apprentices. Laborers employed in accordance with this section shall be allowed to hold the dolly for mechanics.

VII. The employer shall be permitted to employ as many laborers as occasion may require to do laboring work, but no laborer shall be allowed to handle tools or assist any journeyman in doing mechanical work, excepting as above. On buildings where derricks are already in place, which are the property of other employers, and which have been used for hoisting material not pertaining to the sheet metal trade, employers to use said derricks and their attendants for hoisting only.

VIII. All corrugated iron or other sheet metal work, except roofing, shall be made and applied by members of the Amalgamated Sheet Metal Workers' Protective and Benevolent Association only, as above provided. On corrugated iron roofing the employer shall use such union mechanics as he sees fit.

IX. That all work for out of town shall be made and applied by members of the aforesaid union, except when outside of the jurisdiction of the union; then such mechanics shall be employed to erect same as employers see fit, but on all such work at least one mechanic, a member of the aforesaid union, shall be employed.

X. All foremen who work at the bench, or do mechanical work other than actual pattern cutting, shall be members of the aforesaid union.

XI. The business agents shall have access to the shops at all times upon application at the office.

XII. Each member shall be paid for the time at which he arrives at his work on Manhattan Island, south of 155th street, Brooklyn (old city line), Jersey City, or Hoboken, and the districts embraced in the places named above shall be known as the city district.

XIII. In going to jobs outside of the city district, as defined in Clause XII, each member shall be at the limit of said district at 8 o'clock a. m., and from there shall proceed as rapidly as possible to his work.

XIV. Any member working out of the city district shall receive from his employer traveling expenses to and from the place at which the work is located for as many trips as he is directed by his employer to make. He shall also receive board, and he shall receive regular wages for all regular time consumed in traveling.

XV. On all work within the city districts where employees would have to pay more than one fare to get from the shop to the job the employer shall pay the extra fare. Members sent from shop to job or from job to shop, the employer shall pay all necessary car fares.

XVI. Each member working outside of the city district shall, at the option of his employer, board at the place where his work is located or go to and from his home daily. If the former plan is adopted, it shall be in accordance with Rule XIV; if the latter plan is adopted, he shall receive from his employer all traveling expenses outside of the city in which his employer's shop is located.

XVII. Members going to their work out of the cities named above shall take the boat or railroad train leaving either of the cities named above, as directed by their employers, going on train or boat leaving nearest 8 o'clock a. m., and returning taking the boat or train leaving nearest 5 o'clock p. m.

XVIII. And it is further agreed that the members of the Employers' Association of Roofers and Sheet Metal Workers of Greater New York and Adjacent Cities will not employ, either directly or indirectly, to do sheet metal work within the radius of twenty miles from New York City Hall, any person who is not a member in good standing of the Amalgamated Sheet Metal Workers' Protective and Benevolent Association of New York and Vicinity. A member's standing to be ascertained by his working card.

XIX. It is further agreed that the members of the Amalgamated Sheet Metal Workers' Protective and Benevolent Association of New York and vicinity will not work for employers not members of the Employers' Association of Roofers and Sheet Metal Workers of Greater New York and Adjacent Cities who do not agree to conform to this agreement.

AGREEMENT.

t is hereby mutually agreed by and between the Employers' Association of Roofers and Sheet Metal orkers of Greater New York and Adjacent Cities, parties of the first part, and the Amalgamated eet Metal Workers' Protective and Benevolent Association of New York and Vicinity, parties of the ond part,

That no general strike or lockout against any member of either association shall be ordered without st submitting the grievance or question at issue to an arbitration committee, consisting of three embers of the party of the first part and three members of the party of the second part, the first eeting of the arbitration committee to take place within two days after notification, such notice to sent by the secretaries of the respective associations.

Should the arbitration committee fail within three working days of its first meeting to agree upon settlement of the question at issue, then each side shall make its argument before an impartial mpire selected by the full arbitration committee, and said umpire shall within twenty-four hours ereafter render his decision, which shall be final and binding upon all the parties thereto.

This agreement shall take effect on May 11, 1899, and shall continue until September 1, 1900, and change shall be made in any article of said agreement unless notice be given on or before March 1, next preceding, by the association asking for such change, such notice to be given in writing to e secretaries of the associations.

We, the committees of the respective parties, hereby and on their behalf subscribe to the aforesaid greement this 11th day of May, 1899.

JACOB RINGLE, *Chairman.*
JOHN J. GRACE,
M. F. WESTERGREN, } *Members ex officio.*
BARTH J. RICE,
THOS. P. FLANAGAN,
ANTHONY SCHWOERER,
MICHAEL HARRISON,
EDWARD V. SCHENCK,
JOHN MORROW,
Executive Committee Employers' Association Roofers and Sheet Metal Workers of Greater New York and Adjacent Cities.

R. PATTISON,
JOHN T. HILL,
D. J. SCHNEIDER,
RALPH GLOVER,
HUGO SCHWABE,
MERVYN PRATT,
T. J. RITTER,
Committee of the Amalgamated Sheet Metal Workers' P. and B. Association of New York and Vicinity.

4. Tile setters.

An official of the National Association of Master Tile Setters, and also of the local association of New York City, states that there is no system of agreements between the national organizations of employers and employees in the tile-setting trade. Indeed, the difference in the conditions in the various cities naturally makes it undesirable to attempt to establish uniform rates of wages, hours, etc. Local agreements between employers' associations and trade unions at present exist, or have existed, in Chicago, Boston, New York, and one or two other cities.

The last formal agreement between the New York Master Tile Setters and the Tile Setters' Union was made in 1897. It fixed the rate of wages and hours, providing for overtime, etc. In case of dispute as to any matter arising under the agreement, a joint committee of arbitration was to be established. A significant feature of the contract was that only union men should be employed by members of the Master Tile Setters' Association, and that members of the union should work only for the members of the association. The agreement was to stand for one year, and longer unless 3 months' notice should be given of the desire to change it.

Since 1897 the workingmen in the tile-setting trade in New York have been unwilling, according to the statement of this employer, to bind themselves by annual contracts, and even if they had consented to do so the employers would scarcely be willing to enter into such agreements, on account of the irresponsibility of the employees' organizations. The difficulty arises, he says, mainly from the influence of agitators in the trades union. There are many good workmen who are members of the union, but who seldom, if ever, attend the meetings. If men of this class do attend the meetings and attempt to oppose the will of the agitators, the business will be postponed until late at night, when the more conservative men have left the meeting or are wearied with opposition. Even during the period when annual agreements were being made it was difficult to treat satisfactorily with the representatives of the men or to ascertain what their real desires were.

The provision requiring arbitration which existed under the former agreements was, in practice, so this employer states, of little importance. In one instance, 5 or 6 years ago, an attempt was made at arbitration. During the construction of a large hotel the marble was furnished by a dealer who employed nonunion cutters and polishers. He was one of the largest and best dealers in New York, and paid

The secretary of the Master Carpenters' Exchange of Cincinnati reported in the fall of 1900 that no violation of this agreement had occurred since it was made in the preceding March, except a trifling one on the part of some employers, which was readily corrected on appeal to the joint committee. He added that the employers found it of advantage to make annual agreements with the men, and that they were also in favor of a joint committee to which any violations of agreements could be submitted.

4. Chicago agreement after lockout of 1900.—Perhaps the most elaborate joint agreement now in force in the carpentry trade is that which was adopted at the close of the Chicago building trades strike between the Carpenters' Executive Council and the Association of Master Carpenters of that city, and which remains in force from 1900 to 1903.[1]

While the employers in this great strike were largely successful, the joint agreements reached, especially that with the carpenters, represent many concessions from the original demands of the Building Contractors' Council. The unions were forced to agree to abandon some of their restrictive practices, to give up resort to the sympathetic strike, and to withdraw from the Building Trades Council, although the organization of a new central body in the building trades, composed solely of organizations in the mechanic trades actually employed on buildings, was permitted. It was also agreed that employers should be at liberty to hire and discharge whomsoever they should choose. The carpenters, however, are not required to work on the same job with other carpenters who are not affiliated with the Carpenters' Executive Council, but they agree not to leave their work because nonunion men in other trades are employed on the same job, nor because nonunion men of any trade, even their own, are employed by the same master on any other job. There is no restriction of the number of apprentices. It is required, however, that apprenticeship shall last for not less than 3 years, and that no apprentice shall be over 21 years of age. It is provided that there shall be no limitation of the amount of work that a man shall perform during his working day, and no restriction of the use of machinery or tools or of nonunion-made material. The 8-hour day is maintained, with a half holiday on Saturday, time and a half for overtime (including all work done between 5 p. m. and 8 a. m., except when two shifts of men are employed on the job), and double time for work on Sundays and Saturday afternoons, and on Decoration Day, Fourth of July, Thanksgiving Day, Christmas, and New Year's Day. Work on Labor Day is forbidden, except by consent of the two presidents. Wages are to be 42½ cents an hour until April 1, 1902, and 45 cents an hour thereafter until the expiration of the agreement, April 1, 1903.

The agreement provides an elaborate system for the settlement of differences by a joint arbitration board, consisting of an equal number of representatives from the employers and from the employees. A disinterested umpire is chosen annually. Any disputed question must be submitted in writing to the presidents of the two organizations, and, if they can not agree, then to the joint arbitration board. If the board can not agree, the umpire must be called in. The joint board must be composed of members who are actively engaged in the trade, and no one who holds any public office, either elective or appointive, under the municipal, county, State, or National Government is eligible to it. The umpire must be in no wise affiliated or identified with the building industry; he may not be an employer of labor nor an employee, nor an incumbent of a political office. The arbitration board has the right to summon any member of either of the organizations concerned, either to answer charges of violation of the agreement or the working rules, or to appear as a witness. Failure to appear when notified is punishable by a fine of $25 for the first offense, $50 for the second, and suspension for the third. Especially important are the provisions for enforcing the agreement and the decisions of arbitrators, since it is always one of the chief difficulties in the arbitration system that violations can not be effectively prevented. If a member of either organization is found guilty of any violation of the agreement or the working rules, he is subject to a fine of from $10 to $200. If he fails to pay it his organization must pay it or suspend him from membership. Fines assessed by the joint board are divided equally between the two parties to the agreement.

These provisions as to the infliction of penalties by the joint board seem to be inconsistent with a decision of the national executive board of the Brotherhood of Carpenters, made in 1897, to the effect that a joint arbitration committee of contractors and journeymen can not be allowed to try a member of the brotherhood for a violation of trade rules. Of course such an agreement is not enforceable at

[1] This is printed in full in volume viii of the Reports of the Industrial Commission, page 527.

aw, but neither party is disposed to incur the odium and the loss of a complete issolution of the relationship between the two organizations.

5. Exclusive agreements.—As in other building trades, it occasionally happens hat the carpenters' joint agreements provide that members of the union shall vork only for the employers' organization. Thus it is stated that at two different imes in recent years the Carpenters' Executive Council of Chicago had an agreenent with the associated employers to work for no one else. The president of he workingmen's organization declared that the result of this alliance was to uild up the employers' association and enable it ultimately to dictate over the mployees. The practice of making such exclusive agreements with employers' ssociations is now prohibited by the constitution of the United Brotherhood of Carpenters and Joiners. This rule was first promulgated in 1897, as a mere decision of the executive board; but the convention of 1900 submitted it to a general referendum vote as a constitutional amendment, and it was adoptod by a vote of 10,379 to 1,765.[1]

6. The attitude of carpenters in New York toward joint agreements.—A representative of the Master Carpenters' Association of New York City stated to this commission in 1900 that it has never been the practice in that trade in New York to make regular annual agreements between the employers' association or the individual employers and the organizations of workingmen. From time to time the trade unions have made demands upon the employers, and the latter have at times been forced to sign agreements, indefinite in duration, conceding all or a part of the demands of the workingmen. As a matter of fact, this employer holds, the unions do not wish to establish fixed agreements which shall be binding upon themselves as well as upon the employers, and in negotiations looking toward the establishment of such agreements the employers find the men irresponsible and vacillating.

As illustrating this irresponsibility on the part of the carpenters' associations this employer describes the strike in the trade during September and October, 1899.[2] He states that the unions took advantage of the unusual demand for the labor of carpenters caused by the preparations for the Dewey celebration. On September 6 a joint committee representing the carpenters' unions of New York City addressed a demand to the Master Carpenters' Association that from September 18 wages, which had been 43½ cents per hour, be advanced to 50 cents per hour, and that Saturday afternoon be declared a half holiday, so that the hours of labor should be reduced from 48 to 44 per week. The employers considered these demands excessive, especially since so little warning was given of the proposed change and since many of them had contracts on their hands. A committee of the Master Carpenters' Association was appointed to meet a committee of the men. The men's committee appeared, and when questioned stated that they had power to make an agreement. The employers proposed that wages should be 45 cents per hour until February 1, 1900, and that all questions as to conditions thereafter should be submitted to a joint committee of arbitration. A compromise was finally reached fixing wages at 47 cents per hour, establishing the Saturday half holiday, and referring the conditions of the trade after February 1, 1900, to a joint committee appointed by the respective organizations. This compromise was signed by 4 representatives of the employees and 7 representatives of the employers. At the bottom was written the statement, "The compromise proposition was unanimously adopted by both committees."

On the next day, despite this agreement, the secretary of the joint committee of the carpenters' organizations of New York City sent notice that he was instructed to inform the employers' committee that no proposition other than the original demands made in the circular of September 6 could be entertained by the unions. This action the employers denounced as showing bad faith on the part of the labor unions. The employers persisted in refusing the demands of the men and a general strike was inaugurated. Finally, however, on October 4 the Master Carpenters' Association was forced to yield and to grant all the demands made. The representatives of the association signed the agreement formerly presented, while a large number of individual employers also signed it. The men got a Saturday half holiday and an increase of wages from $3.50 a day to $4. The strike cost the union about $16,000.

This agreement was exceedingly brief, merely establishing the rates of wages and hours, and it did not contain any definite limit for its operation. Negotia-

[1] The Carpenter, November, 1900, p. 3; January, 1901, p. 8.

[2] The statements in the text are chiefly based on correspondence. But see also the testimony of Mr. Lewis Harding, Reports of the Industrial Commission, vol. xiv, pp. 110-113.

tions still continued between the committees of the employers' association and of the joint carpenters' organizations with a view to establishing a more formal agreement. The representative of the employers, however, complains that no committee of the men appeared with power actually to reach an agreement. Each would refer back the propositions discussed in committee to the carpenters' organizations, and these would invariably refuse to act. New committees would be appointed by the men having different members from the former committees, so that continuity in the negotiations was impossible. Up to August, 1900, all attempts to reach a permanent settlement of the conditions had failed. At that time the committee of the Master Carpenters' Association reported the failure of its negotiations, and the association voted to discontinue these conferences and to terminate the agreement of October 4, 1899. It was not the intention that a general lockout should be inaugurated, but that the individual employers should be left to their own discretion as to whether they would continue to live up to the conditions prescribed by the former agreement. Some of them have reduced wages, and strikes have followed wherever union men have been employed. Up to March, 1901, the union still expressed the expectation that it would again effect a settlement on its own terms.

The master carpenters declare that the effect of the high wages and short hours which have been forced upon them has been greatly to interfere with the prosperity of the trade in New York City. Formerly the greater proportion of the material used in carpentry work was actually prepared in the city. Large numbers of men were employed in the shops of the contractors as well as upon the buildings themselves. At present it is declared that nearly all material is prepared outside the city in districts where the rates of wages are lower. This has not only reduced the aggregate amount of employment available in New York, but has greatly increased irregularity of employment, since the work on any particular building is comparatively short in duration and the intervals between jobs can not be filled up by shop work, as was formerly the case. There are hundreds of men, it is stated, out of employment. Many have at times been working secretly for less than the union scale of wages fixed by the agreement.

Commenting upon the above statements of the employers, a representative of the Amalgamated Society of Carpenters and Joiners states that it is not true that the committee who signed the agreement of September 21, 1899, had power to bind the carpenters' unions. The action of the unions in rescinding the agreement was therefore justified. The employers, in fact, he says, knew perfectly well that such an important matter as the fixing of the rate of wages for the entire carpentry trade could not be left by the labor organizations to the decision of a committee, but that any action of the committee would have to be reported back to the organizations. It is even stated that the employers told the committee of the men that it was not understood that their signatures to the compromise arrangement bound their organizations, but that the men were urged to sign in order that the employers might have evidence of the action of the committee simply. Nevertheless, as soon as the men had been cajoled into signing the agreement the employers had a large number of copies of it printed and circulated, and endeavored to make it appear that it was an ultimate settlement of the dispute.

One of the New York employers, in testifying before the Industrial Commission, while expressing the greatest dissatisfaction with the course of the journeymen, expressed also his regret that there was no longer a definite agreement between the journeymen and the employers. His regret was based, not so much on any consciousness of the need of better feeling between the employers and their men, as individuals, as on the need of definitely fixed terms of employment to insure equality in competition between contractors. Under the existing condition of things, in which everyone hires men at such rates as he can get, his feeling was that some employers outside the employers' organization obtained an unfair advantage. Furthermore, he pointed out that a carpenter contractor must make his estimate of the cost of the work upon a given building at the time when the general contract is let, which may be a year or more before the carpenter work is begun. A definite scale of wages and hours, fixed for a definite period by agreement between the employers and the journeymen, would give a contractor a definite basis for his calculations. In the absence of such an agreement he must take his chances on what the cost of the work will be.[1]

[1] Testimony of Lewis Harding, Reports of the Industrial Commission, vol. xiv, p. 113.

III. PLUMBING AND ALLIED TRADES.

1. **Organizations of employers and employees.**—The workingmen in the plumbing, gas, steam, and hot-water fitting, and allied trades are quite strongly organized. Aside from numerous local unions not affiliated with national organizations, there are two national unions, the United Association of Plumbers, Gas-fitters, Steam-fitters, and Steam-fitters' Helpers and the National Association of Steam and Hot-water Fitters and Helpers. The employers in these trades are also very generally organized. In some cities contractors representing all these different allied lines are grouped in a single organization, but in the larger cities an attempt is made to draw sharper distinctions between the different allied trades, and separate organizations, both of employers and employees, are common. There is, moreover, a National Association of Master Plumbers, which includes a large number of local organizations. Almost every State is represented by a vice-president in this national organization, and in most of these States there are State organizations of master plumbers. The National Association of Master Steam and Hot-water Fitters is a somewhat less extensive organization than that of the Master Plumbers, its membership being found chiefly in the Eastern and Central States. The prime object of this organization is stated to be the protection of its members against unjust demands by workingmen.[1]

2. **Joint agreements.**—In view of the strong organizations of both employers and employees in these trades it is to be expected that the system of collective bargaining should be highly developed, and such is the case. In a large majority of the more important cities the conditions of labor in these industries are regulated by joint annual agreements, and in a considerable number of instances these agreements provide for the settlement of disputes by arbitration. The localized nature of the work and the differences in local conditions naturally make unnecessary and undesirable agreements of a general or national character.

The secretary of the United Association of Journeymen Plumbers, etc., however, says, in reply to a schedule of questions, that he considers the value of such agreements very questionable. He complains that they are constantly violated. The organization has repeatedly submitted disputes to arbitration, but "all cases of dispute so far settled by arbitration have been more or less unsatisfactory to both parties."

The officers of the national organization of steam fitters also appear somewhat skeptical as to the agreement system. About August 1, 1900, the secretary reported that only 6 locals then had agreements with employers, but that almost all the locals had had them. Such agreements are desirable, he says, and the organization tries to secure them. The secretary asserts, however, that 9 agreements out of 10 have been violated or declared void by employers. The association leaves all matters of general interest, says the secretary, to arbitration.

It has been somewhat more common in these than in the other building trades for the associations of masters and employees to form exclusive alliances by which the employers' organization agrees to hire only members of the union and union men promise to work for none others than members of the employers' organization. This was formerly the case, for example, with the joint agreements in the steam-fitting trade and the plumbing trade of Chicago, while the present joint agreements in the hot-water and steam-fitting trade of New York provide that members of the employers' association shall employ only union men and that union members shall work only for employers in the association or for such as sign the rules provided in the joint agreement.[2] It is stated, however, that the workingmen's organizations, particulary those affiliated with the United Association of Journeymen Plumbers, Gas Fitters, etc., are disposed to refuse to enter into these exclusive alliances, and that they are somewhat less common than formerly. The president of the last-named organization testified in 1900 that there were still 15 or 20 cities in which agreements providing for exclusive employment on both sides existed, but that as rapidly as they expired the union men refused, so far as possible, to agree longer to work only for members of the contractors' associations. This witness asserted further that these exclusive alliances in the past had been used to force the community to pay higher prices for plumbing work.[3] The president also declared in his report to the plumbers' convention of 1900 that in each case where the journeymen had helped the Master Plumbers' Association to completely organize a place, the masters had returned the kindness by using the

[1] See testimony of Mr. Gombers, secretary of the association, Reports of the Industrial Commission, vol. vii, pp. 938 ff.

[2] See Reports of the Industrial Commission, vol. vii, p. 943; vol. viii, p. LXVII.

[3] See Reports of the Industrial Commission, vol. vii, p. 965.

strength of their organization to fight the journeymen. He advised that locals should not be permitted "to promiscuously expel our members who may chance to be working in a shop whose proprietor declines to join the Master Plumbers' Association."[1]

The association formerly had a general rule for the defense of master plumbers, forbidding any member to work on any job where the material had been furnished directly to the owner or general contractor, except on work for the Federal, State, county, or municipal governments. The rule was abolished by the convention of 1900.

3. Agreement in the plumbing trade of St. Louis.—Below is a copy of the joint agreement of the master plumbers and journeymen plumbers, of St. Louis, now in force. This may be considered typical of the plumbers' agreements in other cities, although it is doubtless one of the most elaborate in existence. It is especially noteworthy that this agreement covers a 5-year period. Indeed, it is quite common in the plumbing trade to make agreements for more than a single year. It will be observed also that this is an exclusive agreement by which members of the union work only for members of the Masters' Association. Another provision prohibits the journeymen from working in any building where any person or firm proposes to set up any plumbing material not furnished by the employer. This endeavor to limit the handling of supplies to actual plumbing contractors is by no means an uncommon one. Contracting plumbers in many instances have made agreements with associations of dealers in plumbing materials by which the latter either refuse altogether to furnish plumbing supplies to persons outside the contractors' association, or charge them higher prices.

The prohibition upon the employment of additional apprentices under this agreement is noteworthy.

The St. Louis agreement provides for the settlement of disputes by a joint conference committee, consisting of 8 members from each side, together with the presidents of the respective organizations. There is no provision for the calling in of an outside umpire in case of failure to secure a decision by a majority of the committee.

The secretary of the St. Louis Master Plumbers' Association states in reply to a schedule of questions that many disputes come up before the conference board, but that they are always settled peaceably. Refusal to arbitrate by either party would not be tolerated, and refusal to abide by decisions of arbitrators is rare and usually only temporary. This officer declares that the best results are obtained and the slightest loss is sustained when work is carried on under the joint-agreement system.

AGREEMENT BETWEEN THE MASTER PLUMBERS AND JOURNEYMEN PLUMBERS OF ST. LOUIS.

1. The hours of labor will be from 8 a. m. until 5 p. m., with one hour for dinner. Saturdays, from 8 a. m. to 12 m. It is expressly understood that the employee will not quit work before the time specified herein.

The wages will be $4 per day for journeymen, except Saturdays, for which the wages will be $2 for the half day. Wages are due and payable on each Saturday at office of employer within one hour after quitting time. This clause to go into effect the first day of January, 1900.

2. All overtime to be paid for at time and one-half. Overtime after 12 o'clock m. and all Sundays and the following holidays to be paid for as double time: January 1, July 4, Labor Day, Thanksgiving Day, and Christmas Day.

3. Journeymen sent outside the city to work shall be subject to all the conditions of this agreement, and in addition thereto shall receive their railroad fare and board paid, and when traveling at night over 100 miles, sleeper is to be furnished. Travel during Sundays and week days to be at single time (regular rate), and no pay for night traveling. It is further agreed that master plumbers may hire plumbers belonging to a local union, in the place they may have work, at the local union wages.

4. All car fare in excess of what it would cost to go to and from shop to be paid by employer. It is expressly understood that journeymen shall go direct from their homes to their work, except on such occasions as when material is required, or for consultation with employer.

5. No general strike shall be ordered in a shop by any officer of the Journeymen Plumbers' Association without first submitting grievance to the joint conference committee. The decision of a majority of said committee shall be binding on both parties. The chairman of conference board shall call a meeting at some regularly appointed place within twenty-four hours of the time that grievance is submitted to him.

6. It is expressly understood that no member of the Journeymen Plumbers' Association will work in any building where any person or firm proposes to or does set up any plumbing material or plumbing fixture not furnished by their employer.

7. It is expressly understood and agreed that the parties to and of this agreement will not handle or put in the following goods, viz:

Drum traps with outlets or screws attached, lead pipes with ferrules or soldering nipples, lead-pipe couplers, rubber vent connections, long traps with ferrules attached, same to cover all sizes. Joints on couplings and ferrules to be wiped in all cases. All soil-pipe joints to be calked with oakum and lead in all cases. A rust joint may be used. All bath-tub traps that are placed under floor to be drum traps, same to be made by plumber.

8. The members of the Journeymen Plumbers' Association will not work for anyone under any

[1] Plumbers' Journal, October, 1900, p. 16.

circumstances for less than the regular rate of wages agreed upon in this agreement. All violations of this article shall be in charge of the joint conference committee of both associations.

9. A sympathetic strike when ordered by the Building Trades Council will not be considered a violation of this agreement; the master plumber to have sufficient notice to protect his material.

10. There will be no more new apprentices or juniors hired during the term of this agreement, but all apprentices who are registered by the joint association shall be permitted to complete their time, which will be five and a half years, and at the expiration of same shall receive journeymen's wages, but in no case shall there be more than one apprentice employed in a shop at one time. It is also expressly understood that the employer shall have complete control of the apprentice during his term of apprenticeship.

The joint association pledge themselves to do all in their power to advance the mental, moral, and mechanical education of its enrolled apprentices. This clause may be changed or modified when the national joint apprenticeship committee passes a national apprenticeship law.

11. In no case shall a plumber be employed without having a clear card, or provisions made for one, by employer.

In no case shall an apprentice be employed where journeymen are not employed.

In no case shall apprentices be in a majority.

12. It is agreed that when joint conference board is not satisfied that this agreement is being strictly lived up to, said board shall have power to cause such investigation as they see fit. The finding of said board on all matters shall be final and binding on both associations.

13. Only one (1) member of a firm will be allowed to handle tools, and he shall have in his possession, when engaged in work, a card issued by the joint conference board.

Any master plumber working on job where men have been called out, unless he shall have received permission from the conference board, shall be declared unfair.

14. No member of the Journeymen Plumbers' Association shall work for any one other than a member in good standing of the Association of Master Plumbers, and no member of the Association of Master Plumbers shall employ others than members in good standing of the Association of Journeymen Plumbers.

15. The conference board shall consist of three members of each association and the presidents of same, who shall be also empowered to vote. Whenever a member of the conference board becomes a prosecutor or a defendant, he shall temporarily vacate his seat, and his place shall be filled by some other member of his organization or by a proxy vote placed with one of his colleagues.

16. This agreement in duplicate form shall receive the signatures of the officers and seals of both associations, and shall become effective when so signed and remain so for a period of five years, until the 18th of September, 1904.

17. A copy of this agreement shall be conspicuously displayed in each shop where said board has jurisdiction.

F. A. BRANDT, *Ch.;*
J. J. MCCUE,
GEO. M. JACKSON, Jr.,
P. C. RING,
J. J. MCNARY,
EUGENE O'CONNOR,
JOHN MCCABE,
WILLIAM BERRY,
HENRY MOORE,
ROBERT T. ARNOLD,
Conference Board.

JOHN J. FOY, *Pres't M. P. A.;*
EDWIN ETTINGER, *Sec'y M. P. A.;*
JOHN B. KENNEDY, *Pres't J. P. A.;*
JAS. M. O'NEILL, *Sec'y J. P. A.*

4. Failure to establish agreements in San Francisco.—The secretary of the Association of Master Plumbers of San Francisco reports that about 10 years ago an attempt was made to establish a system of joint agreements between the Master Plumbers' Association and the journeymen plumbers in that city. It was proposed to require master plumbers to employ only union men and union men to work only for members of the Masters' Association. The secretary of the Masters' Association considers such exclusive agreements un-American and undesirable. The parties failed to agree on the terms of labor and the system of written contracts has never been introduced. On the other hand, the organizations of masters and of men each maintain a committee of conference, and without any formal agreement to submit disputes to 2 committees acting jointly, most differences are, in fact, considered by them, and in many instances peaceful settlements have been reached. A considerable proportion of the employers in the trade in San Francisco employ only union men and comply with union terms, subject to such negotiation between the committees of conference. Other contractors employ exclusively nonunion men.

The secretary expresses the belief that arbitration is the only proper method of settling disputes, but that both employers and employees are disposed to be strongly prejudiced, so that conference committees composed exclusively of representatives of the two sides are by no means sure to reach an agreement. There is a strong disposition, he thinks, on the part of labor organizations to place the incompetent upon a level with the competent, to exclude youth from apprenticeship, and to restrict the amount and methods of work, while on the other hand employers are often disposed to grind and drive their employees. For this reason he favors compulsory arbitration under Government officers in case of failure of the parties to agree among themselves.

5. The New York pipe fitters' agreement.—The Master Steam and Hot Water Fitters' Association of New York City on the one hand, and the Enterprise Association of Steam, Hot Water, and other Pipe Fitters, and the Progress Association of similar workmen have maintained the system of joint agreements for a number of years. Each of the unions named has a separate agreement, but most of the

provisions are identical. The system has not altogether done away with strikes. Thus, in 1897, the steam fitters struck on the Columbia College buildings on account of a difference with the plumbers' organization as to which trade was entitled to put in certain classes of work of a minor character. An agreement was made in 1898 between the master and journeymen steam fitters which was to last for 2 years, and in 1900 agreements running until 1903 were adopted. A copy of the last-named agreement with the Enterprise Association is printed in connection with the testimony of Mr. Gombers, of the Master Steam Fitters' Association.[1] It represents, doubtless, a somewhat more highly elaborated form than exists in most other cities in the steam and hot water fitting trade. The masters agree to employ only union men and the union men will work only for members of the Masters' Association or for others who sign the rules and agreements. The provisions for arbitration of disputes are quite carefully drawn. No strike or lockout is permitted so long as the rules are conformed to, and in case of difference as to the interpretation of the rules, or of alleged violation of the rules, the matter must be submitted to a board of arbitration composed of 4 members chosen by each organization. If these fail to agree after 3 consecutive meetings they shall select an umpire, who shall render a binding decision within 24 hours. It is difficult to understand the motive for limiting the time allowed the umpire in reaching his decision in such a strict manner.

The secretary of the National Association of Master Steam Fitters, who is also secretary of the New York local association, expresses the belief that the system of working agreements between employers and employees is a good thing if honestly entered into and conscientiously lived up to. If agreements are kept by the workingmen they are especially advantageous to contractors who can count ahead upon the cost of labor in undertaking work. This officer, however, complains of the impossibility of holding the workingmen to strict compliance with their agreements. There is no legal method by which the contracts can be enforced as regards the workingmen. In the opinion of this gentleman the system of joint agreements should be recognized by law and they should be made legally binding upon both labor organizations and employers' associations. For this purpose the legal incorporation of such organizations would be necessary.

IV. MINOR BUILDING TRADES.[2]

Much of what has been said regarding the system of joint agreements and conciliation in the more important building trades, such as the carpenters and bricklayers, applies to the minor building trades as well. In some of these trades the workingmen are quite strongly organized, especially in the large cities. The painters and plasterers have somewhat strong national associations, while a national organization has recently also been formed in the mosaic and tile trade. Local organizations of contractors and employers in these trades are also quite common, and joint written agreements are in many instances made between the respective associations of employers and employees. Typical agreements in force in various trades are printed below, together, in certain cases, with some discussion as to their work. It will be observed that in not a few instances, as in the case of the marble cutters' agreement in New York and the roofers and sheet-metal workers' agreement in the same city, provision is made for arbitration committees for the settlement of disputes. In other instances the agreements contain no such provision, while some of them are virtually one-sided arrangements representing concessions on the part of the employers to demands of the workingmen.

Highly elaborate agreements are in force in most of the minor building trades of Chicago since the great dispute of 1900. The Building Contractors' Council, which had the advantage in that struggle, drew up a general form of agreement. Owing to the greater strength of some of the workingmen's organizations, such as the carpenters, they were able to secure concessions from these terms. The weaker unions accepted them with little or no change. All the agreements contain elaborate provisions for arbitration. An account of the bricklayers' agreement, which follows closely the draft presented by the contractors, is given above, p. 383; while the carpenters' agreement, whose terms are more liberal, is described on p. 384. See also Reports of Industrial Commission, volume viii (The Chicago Labor Disputes), pages xliii ff.

[1] Reports of the Industrial Commission, vol. VII, p. 941.

[2] Several of the following agreements are taken from the quarterly Bulletin of the New York Bureau of Labor, June, 1900.

1. New York (Manhattan Borough) marble cutters and carvers.

An agreement made and entered into on the 13th day of April, 1900, by and between the Marble Industry Employers' Association of New York City and Vicinity, parties of the first part, and the Journeymen Marble Cutters' Association of New York City and Vicinity, parties of the second part,

Witnesseth: That the parties hereto agree to and with each other as follows:

First. That from the first day of May, 1900, until the first day of May, 1901, eight hours shall constitute a day's work on Monday, Tuesday, Wednesday, Thursday, and Friday, and four hours shall constitute a half day's work on Saturday of each week. Work to commence at 8 a. m., with noon hour for dinner.

Second. That the minimum rate of wages for cutters shall be $4 per day and the minimum rate of wages for carvers shall be $4.50 per day.

Third. That all labor performed in excess of the regular working days enumerated above or legal holidays shall be entitled to an advance of 100 per cent, whether in the shop or building.

Fourth. That all employees shall be paid on Friday before 5 o'clock p. m. of each week up to and including the preceding Thursday.

Fifth. That the members of the Marble Industry Employers' Association agree to employ no cutters in New York City or Brooklyn excepting those being members of the Journeymen Marble Cutters' Association, or such others as will be recognized by them through affiliation.

Sixth. That all members of both associations hereto, during the term of this agreement, shall be subject to all its provisions, and any member failing to comply shall forfeit his membership in the association of which he is a member.

Seventh. All persons employed to run or work the marble-cutting machine known as the "Riehl" machine, or any planing machines, shall either belong to the Reliance Labor Club or Marble Machine Workers' Union, and the minimum wages shall be $4 per day; but hereafter any person employed to learn to run or work said machines shall be a journeyman marble cutter.

Eighth. That the members of the Journeymen Marble Cutters' Association will not be required to work with any person as superintendent or foreman in shop or building other than a marble cutter.

Ninth. That all disputes are to be arbitrated. They shall be referred to a joint board of arbitration, consisting of six members of the Marble Industry Employers' Association not interested in the matter under discussion, together with six members of the Reliance Labor Club. This board failing to agree, shall select an umpire, whose decision shall be final and binding on both parties.

Tenth. That on and after May 1, 1900, the parties of the second part will refuse to work for any firm in any way interested in convict-manufactured marble, or manufactured marble imported into the United States, or marble cut or coped outside of New York or vicinity, excepting marble tiles from the State of Vermont or white marble tiles imported from Italy.

Eleventh. One apprentice shall be allowed to every shop, and one additional to every ten cutters employed, based on yearly average, until the number of apprentices shall amount to four, which shall be the limit in any shop. They shall start between the ages of 16 and 18 years, and serve four years, and be given work and proper instruction during term of apprenticeship in all the branches of marble cutting and setting, or carving—failing which, the Employers' Association shall be notified, and the offending employer shall not be allowed any other apprentice, unless the apprentice should leave or be discharged for just cause or inability, when said apprentice shall not be again allowed to work at the trade. When an apprentice shall have served three years his employer shall be entitled to an additional apprentice.

Twelfth. That this agreement is to continue in force from the first day of May, 1900, until the first day of May, 1901, and if any change is contemplated by either party, a notice in writing shall be given by the party contemplating such change, stating fully what the proposed change is, at least three months prior to the expiration of this agreement, viz, May 1, 1901.

2. New York (Manhattan Borough) marble polishers, rubbers, and sawyers.

An agreement made and entered into this 18th day of April, 1900, by and between the Marble Industry Employers' Association of New York and Vicinity and the Whitestone Association, Nos. 1 and 2, of New York and Vicinity:

First. That from the first day of May, 1900, until the first day of May, 1901, eight hours shall constitute a day's work on Monday, Tuesday, Wednesday, Thursday, and Friday, and four hours shall constitute a half day's work on Saturday of each week, work to commence at 8 a. m., with noon hour for dinner.

Second. That the minimum rate of wages for polishers shall be $3.25 per day.

Third. That all labor performed in excess of the regular working days enumerated above and all labor performed on legal holidays shall be entitled to an advance of 100 per cent, whether in shop or building.

Fourth. That all employees shall be paid on Friday before 5 o'clock p. m. of each week up to and including the preceding Thursday.

Fifth. That the members of the Marble Industry Employers' Association agree to employ no polishers in New York City and vicinity excepting those being members of the Whitestone Association.

Sixth. That the members of the Whitestone Association agree that they will not work for any person or persons doing business in New York and vicinity not members of the Marble Industry Employers' Association of New York and Vicinity.

Seventh. That one apprentice polisher shall be allowed to every shop where three polishers are employed on the average per annum, and one additional apprentice polisher for every twelve polishers employed, based on yearly average, until the number of apprentices shall amount to four, which shall be the limit in any shop. They shall start between the ages of 16 and 18 years and serve four years, and receive for the first year $5 per week, second year $7 per week, third year $10 per week, and fourth year $14 per week.

Eighth. That on and after May 1, 1900, the Whitestone Association will refuse to work for any firm in any way interested in convict-manufactured marble, or manufactured marble imported into the United States, or marble cut or coped outside of New York or vicinity, excepting marble tiles from the State of Vermont or white marble tiles imported from Italy.

Ninth. That none but members of the Whitestone Association be allowed to do any cleaning, rubbing, or polishing of marble in shop or building.

Tenth. That none but members of the Whitestone Association be permitted to work on rubbing or polishing machines.

Eleventh. That the members of the Whitestone Association will not be required to work with any person as foreman in shop other than a practical marble polisher. This article does not apply to shops employing less than an average of six polishers.

Twelfth. That the delegate may, during working hours, visit and enter the shops of the members of the Employers' Association as well as all buildings where members of the Whitestone Association are employed, to examine the cards of said members.

Thirteenth. That all disputes shall be arbitrated and shall be referred to a joint board of arbitration consisting of three members of the Employers' Association not interested in the matter under discussion and three members of the Whitestone Association. This board, failing to agree, shall select an umpire, whose decision shall be final and binding on both parties.

Fourteenth. That this agreement is to continue in force from the first day of May, 1900, until the first day of May, 1901, and if any change is contemplated by either party to this agreement a notice in writing shall be given by the party contemplating such change, stating fully what the proposed change is, at least three months prior to the expiration of this agreement, viz, May 1, 1901.

Fifteenth. That on and after May 1, 1900, the union label be used on all plumbing, marble work, and facings.

3. New York roofers and sheet metal workers.

AGREEMENT ENTERED INTO BETWEEN THE AMALGAMATED SHEET METAL WORKERS' PROTECTIVE AND BENEVOLENT ASSOCIATION OF NEW YORK AND VICINITY AND THE EMPLOYERS' ASSOCIATION OF ROOFERS AND SHEET METAL WORKERS OF GREATER NEW YORK AND ADJACENT CITIES.

I. On and after May 1, 1899, a working day shall consist of eight hours, performed between 8 o'clock a. m. and 5 o'clock p. m., the same to be known as regular time. During the months of June, July, and August forty-four (44) hours shall constitute a week's work, the week ending at 12 o'clock noon on Saturday (Saturday to be considered as one-half day). Men to receive their wages at said time.

II. Regular time shall be paid at the rate of not less than three dollars and fifty cents ($3.50) per day for sheet metal workers. Any excess of this amount shall be at the option of the employer.

III. All apprentices shall be under the control of the employers until his time expires as such in regard to his wages, actions, etc. When the employer takes on a boy as an apprentice, he shall notify the union, and the date of his four years' term of apprenticeship shall commence from that date.

IV. All work done between the hours of 5 o'clock p. m. and 8 o'clock a. m., and Sundays, New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Election Day, Thanksgiving Day, Christmas Day, shall be paid at double rates of regular time.

V. All members shall be paid at 5 o'clock on Saturday, payments to be made at the option of the employer, either on the job or at the shop.

VI. Every shop shall have the privilege of employing one apprentice for five men or less, and one additional apprentice for each additional five men or majority fraction thereof; but not more than four apprentices shall be allowed in any shop. On corrugated iron jobs, where ten or more mechanics are employed—in such cases the employer shall be permitted to have two apprentices to assist each five mechanics on corrugated iron work only. If the union is unable to furnish the number of apprentices called for in this section, the employer shall be permitted to employ laborers instead of apprentices. Laborers employed in accordance with this section shall be allowed to hold the dolly for mechanics.

VII. The employer shall be permitted to employ as many laborers as occasion may require to do laboring work, but no laborer shall be allowed to handle tools or assist any journeyman in doing mechanical work, excepting as above. On buildings where derricks are already in place, which are the property of other employers, and which have been used for hoisting material not pertaining to the sheet metal trade, employers to use said derricks and their attendants for hoisting only.

VIII. All corrugated iron or other sheet metal work, except roofing, shall be made and applied by members of the Amalgamated Sheet Metal Workers' Protective and Benevolent Association only, as above provided. On corrugated iron roofing the employer shall use such union mechanics as he sees fit.

IX. That all work for out of town shall be made and applied by members of the aforesaid union, except when outside of the jurisdiction of the union; then such mechanics shall be employed to erect same as employers see fit, but on all such work at least one mechanic, a member of the aforesaid union, shall be employed.

X. All foremen who work at the bench, or do mechanical work other than actual pattern cutting, shall be members of the aforesaid union.

XI. The business agents shall have access to the shops at all times upon application at the office.

XII. Each member shall be paid for the time at which he arrives at his work on Manhattan Island, south of 155th street, Brooklyn (old city line), Jersey City, or Hoboken, and the districts embraced in the places named above shall be known as the city district.

XIII. In going to jobs outside of the city district, as defined in Clause XII, each member shall be at the limit of said district at 8 o'clock a. m., and from there shall proceed as rapidly as possible to his work.

XIV. Any member working out of the city district shall receive from his employer traveling expenses to and from the place at which the work is located for as many trips as he is directed by his employer to make. He shall also receive board, and he shall receive regular wages for all regular time consumed in traveling.

XV. On all work within the city districts where employees would have to pay more than one fare to get from the shop to the job the employer shall pay the extra fare. Members sent from shop to job or from job to shop, the employer shall pay all necessary car fares.

XVI. Each member working outside of the city district shall, at the option of his employer, board at the place where his work is located or go to and from his home daily. If the former plan is adopted, it shall be in accordance with Rule XIV; if the latter plan is adopted, he shall receive from his employer all traveling expenses outside of the city in which his employer's shop is located.

XVII. Members going to their work out of the cities named above shall take the boat or railroad train leaving either of the cities named above, as directed by their employers, going on train or boat leaving nearest 8 o'clock a. m., and returning taking the boat or train leaving nearest 5 o'clock p. m.

XVIII. And it is further agreed that the members of the Employers' Association of Roofers and Sheet Metal Workers of Greater New York and Adjacent Cities will not employ, either directly or indirectly, to do sheet metal work within the radius of twenty miles from New York City Hall, any person who is not a member in good standing of the Amalgamated Sheet Metal Workers' Protective and Benevolent Association of New York and Vicinity. A member's standing to be ascertained by his working card.

XIX. It is further agreed that the members of the Amalgamated Sheet Metal Workers' Protective and Benevolent Association of New York and vicinity will not work for employers not members of the Employers' Association of Roofers and Sheet Metal Workers of Greater New York and Adjacent Cities who do not agree to conform to this agreement.

AGREEMENT.

It is hereby mutually agreed by and between the Employers' Association of Roofers and Sheet Metal Workers of Greater New York and Adjacent Cities, parties of the first part, and the Amalgamated Sheet Metal Workers' Protective and Benevolent Association of New York and Vicinity, parties of the second part,

That no general strike or lockout against any member of either association shall be ordered without first submitting the grievance or question at issue to an arbitration committee, consisting of three members of the party of the first part and three members of the party of the second part, the first meeting of the arbitration committee to take place within two days after notification, such notice to be sent by the secretaries of the respective associations.

Should the arbitration committee fail within three working days of its first meeting to agree upon a settlement of the question at issue, then each side shall make its argument before an impartial umpire selected by the full arbitration committee, and said umpire shall within twenty-four hours hereafter render his decision, which shall be final and binding upon all the parties thereto.

This agreement shall take effect on May 11, 1899, and shall continue until September 1, 1900, and no change shall be made in any article of said agreement unless notice be given on or before March 1st, next preceding, by the association asking for such change, such notice to be given in writing to the secretaries of the associations.

We, the committees of the respective parties, hereby and on their behalf subscribe to the aforesaid agreement this 11th day of May, 1899.

JACOB RINGLE, *Chairman.*
JOHN J. GRACE,
M. F. WESTERGREN, } *Members ex officio.*
BARTH J. RICE,
THOS. P. FLANAGAN,
ANTHONY SCHWOERER,
MICHAEL HARRISON,
EDWARD V. SCHENCK,
JOHN MORROW,
Executive Committee Employers' Association Roofers and Sheet Metal Workers of Greater New York and Adjacent Cities.

R. PATTISON,
JOHN T. HILL,
D. J. SCHNEIDER,
RALPH GLOVER,
HUGO SCHWABE,
MERVYN PRATT,
T. J. RITTER,
Committee of the Amalgamated Sheet Metal Workers' P. and B. Association of New York and Vicinity.

4. Tile setters.

An official of the National Association of Master Tile Setters, and also of the local association of New York City, states that there is no system of agreements between the national organizations of employers and employees in the tile-setting trade. Indeed, the difference in the conditions in the various cities naturally makes it undesirable to attempt to establish uniform rates of wages, hours, etc. Local agreements between employers' associations and trade unions at present exist, or have existed, in Chicago, Boston, New York, and one or two other cities.

The last formal agreement between the New York Master Tile Setters and the Tile Setters' Union was made in 1897. It fixed the rate of wages and hours, providing for overtime, etc. In case of dispute as to any matter arising under the agreement, a joint committee of arbitration was to be established. A significant feature of the contract was that only union men should be employed by members of the Master Tile Setters' Association, and that members of the union should work only for the members of the association. The agreement was to stand for one year, and longer unless 3 months' notice should be given of the desire to change it.

Since 1897 the workingmen in the tile-setting trade in New York have been unwilling, according to the statement of this employer, to bind themselves by annual contracts, and even if they had consented to do so the employers would scarcely be willing to enter into such agreements, on account of the irresponsibility of the employees' organizations. The difficulty arises, he says, mainly from the influence of agitators in the trades union. There are many good workmen who are members of the union, but who seldom, if ever, attend the meetings. If men of this class do attend the meetings and attempt to oppose the will of the agitators, the business will be postponed until late at night, when the more conservative men have left the meeting or are wearied with opposition. Even during the period when annual agreements were being made it was difficult to treat satisfactorily with the representatives of the men or to ascertain what their real desires were.

The provision requiring arbitration which existed under the former agreements was, in practice, so this employer states, of little importance. In one instance, 5 or 6 years ago, an attempt was made at arbitration. During the construction of a large hotel the marble was furnished by a dealer who employed nonunion cutters and polishers. He was one of the largest and best dealers in New York, and paid

his men fully as high wages as the union rates. Nevertheless, the union tile and marble setters at work on the building refused to let the nonunion marble be set. The contractors had the marble put in on Sunday, but the union tile and marble setters struck the building. The matter was referred to the Master Tile Setters' Association. They threatened a general lockout of the tile setters throughout the city unless those on the hotel should return to work. Meantime the Masters' Association suggested that the dispute be referred to an arbitrator, in accordance with the terms of the existing agreement between the organizations of employers and employees. The men accordingly went back to work, and negotiations were entered into for arbitration. Two representatives of each party were chosen, and as a fifth the union suggested the Reverend Father McGlynn, which was agreed to by the Masters' Association. It was anticipated that he would decide against the employers, since his sympathies generally had been with the working classes, but the employers wished to show their willingness to arbitrate and to commit the men to the policy of submitting questions to arbitration. His decision turned out to be in favor of the employers. He declared that the strikers were entirely wrong in their action. The union nominally accepted the decision, but within 24 hours it presented demands for a large increase in wages throughout the city, and when this was refused a general strike, lasting several weeks, was begun.

Another experience somewhat later, says the representative of the employers, finally led to the abandonment of the annual agreement system. The agreement provided that union men would work only for members of the employers' association. A very large building was being erected in the city. The manufacturer of the tiles to be used in the building wanted to set them himself instead of leaving it to the regular tile-setting contractors. He was of course not a member of the Contractors' Association and refused to become one. Fifty of the union men, in violation of their contract, worked for him in setting this tile. After this action the employers abandoned the contract system altogether.

The Tile Setters' Union of New York still requires, it is stated, individual employers or the employers' association to sign one-sided agreements of an indefinite duration, granting higher wages or shorter hours. Thus during 1899 the demand for $4.50 per day and 8 hours' labor was presented and an agreement allowing these terms was signed.

This official of the master tile-setters' organization believes that it would be possible to secure great advantages from the system of joint agreements if both parties could be held thoroughly responsible. Strong organizations are desirable on both sides. If the employees' organization could be incorporated, so as to become financially responsible, it would perhaps make the system more effective. He especially believes in the justice and desirability of the policy of agreements by employers to employ only union men, and by employees to work only for members of employers' associations. At present the courts are inclined to consider agreements by which men shall work only for employers' associations illegal. This is especially true where employers' associations attempt to make agreements with associations of manufacturers or dealers to supply material only to their members. There was formerly a tacit agreement of this nature between the master tile setters and the manufacturers of tile in New York City. A suit was brought for conspiracy and, although the person who brought this suit was by no means a responsible employer, the Tile Setters' Association felt it necessary to compromise the case and to abandon thereafter the attempt to make these exclusive agreements.

This gentleman declares that there are frequently irresponsible contractors in the tile-setting trade, as in many others, who are unfamiliar with the business and could not possibly do good work. They hire incompetent men at low wages and put in unsatisfactory jobs. The result is that persons building houses become dissatisfied with the use of tile generally and the entire trade is injured. As a protection against such irresponsible persons it would be desirable that strong organizations of employers should be established. It should be provided by law, if necessary, that in case any person could give evidence that he was skilled in the trade and responsible, it should be obligatory upon the employers' association to admit him to membership. In the plumbing trade it is now the practice in New York and many other cities to require an examination by a public board before the person is permitted to work as a journeyman or master plumber. A part of the members of the examining board in New York City are chosen by the Master Plumbers' Association. Some such device might be introduced in other trades so that disinterested public officials could have some control over the right to be admitted to the authorized practice of the trade. In this way injustice from the exclusion of any employer from membership would be avoided.

5. Mosaic workers, New York.

The former secretary of the Master Mosaic Workers' Association, in New York City, states that the system of annual signed agreements was formerly in vogue in the mosaic trade in New York City.

The last agreement made between the employers' organization and the Mosaic Workers' Association was dated January 1, 1899, and was to continue in effect for 1 year. This agreement fixed the hours of labor at 8, and wages at from $2.75 to $3.25, according to skill. Special provisions were made requiring or allowing the employment of mosaic mechanics in different classes of work, a card with the names of the men of the different classes being furnished by the union. The employers agreed to employ only members of the union, and the union men agreed to work only for employers signing the agreement. Any difficulty arising between an employer and his men was to be settled by arbitration, although no definite method was provided for.

Separate agreements were also made with the Marble and Mosaic Workers Helpers' Association. The last such agreement was for the year 1898. It fixed the hours at 8 and the wages at $2.30 per day. Provisions were made concerning the employment of mosaic workers and helpers, respectively, on various classes of work. Exclusive employment of union members and exclusive work for employers signing the agreement were required. No mention was made of arbitration.

Both of these agreements have been allowed to expire by limitation, but the rates of wages and general conditions prescribed by them are, for the most part, still in force in the mosaic trade. It is stated by the employers that some changes have been made at the demand of the unions, the employers being forced individually to sign agreements. These later agreements are without limitation; they are merely concessions obtained from employers and do not correspond in character with the more systematic agreements, binding both parties, which were formerly employed. The employers also complain that even while the agreements were in force the unions were irresponsible, and there was no certainty that they were living up to the agreement.

The former secretary of the employers' association of mosaic workers in New York City states that practically only union men are employed in mosaic work there. Nonunion men going to work will very soon be discovered by the walking delegates of the union and a strike will be threatened unless they are discharged. Sometimes nonunion men are admitted to the union by paying the initiation fee of $100, but in other cases they are refused admittance. At one time a suit was brought against one of the unions for conspiracy on the ground that it prevented a nonunion man from getting employment and refused to admit him to the union. The matter was compromised by admitting him to the union, and there was no final adjudication of the case.

6. Structural iron workers, New York.[1]

On November 1, 1899, the United Housesmiths and Bridgemen's Union of New York City, ordered strikes of its members against all firms composing the iron league, to compel the acceptance of the following agreement:

This agreement, made and entered into this —— day of ——, A. D. eighteen hundred and ninety-nine, between the firm of —— ——, of the first part, and the United Housesmiths and Bridgemen's Union of New York and Vicinity, of the second part, to go into effect on the first day of November, eighteen hundred and ninety-nine, to cover the incorporated limits of New York and vicinity.

ARTICLE I.

SECTION 1. Witnesseth that the party of the first part agrees that on and after November 1, 1899, eight hours shall constitute a day's work. That time and half time shall be paid for all overtime; double time for Sundays and the following holidays or days observed as such: January 1, February 22, Decoration Day, July 4, Labor Day, Thanksgiving Day, and December 25. Work shall commence at 8 o'clock a. m. and end at 5 o'clock p. m. The noon hour may be curtailed by agreement between the foreman and a majority of the workmen.

SEC. 2. The party of the first part agrees to pay a minimum scale of 40 cents per hour for all iron work.

SEC. 3. The party of the first part further agrees to employ only members of the union or those who will become members, providing they meet all the requirements of the union.

SEC. 4. The party of the first part further agrees to allow the business agents of the party of the second part to visit all jobs at all times; also to allow a steward on each job, who shall attend to the business of the union without expense or inconvenience to the employer.

ARTICLE II.

SECTION 1. The party of the second part agrees to perform in a faithful and workmanlike manner all duties required of them by the party of the first part.

SEC. 2. The party of the second part further agrees that in case of trouble or any misunderstanding between the parties of this agreement the difference shall be arbitrated. Work shall proceed pending the arbitration, under the conditions of this agreement. The arbitrators shall be three entirely

[1] Report New York Board of Mediation and Arbitration, 1899, p. 162.

disinterested parties, one selected by each party to this agreement, and the third selected by these two, and the decision of these arbitrators shall be binding to both parties. But none of the definite agreements of this contract shall be subject to arbitration, and the decision of arbitrators shall be rendered within six working days. A sympathetic strike by other trades, or called by the central bodies, where it is necessary for the parties of this agreement to take part to protect union principles, shall in no way be considered a violation of this agreement.

SEC. 3. This union strictly forbids piecework of any kind.

SEC. 4. In case it is desired by the party of the first part, two separate shifts may be employed on the same work, paying each shift only the regular single scale of wages provided for above. In such case the hours of work of the day shift may be changed by consent of the employer and his men, but the hours of employment of said shift shall not be more or less than eight. But no member of the union will be allowed to work two shifts unless he be paid the overtime rate for all over eight hours.

SEC. 5. The party of the second part further agrees that no change shall be made in this agreement unless the party of the first part shall be notified four months previous of such changes going into effect.

About 500 men obeyed the strike order, a like number gaining their demands without striking. The principal firms affected were the Post & McCord Company, the New Jersey Steel and Iron Company, the Berlin Bridge Company, the New Amsterdam Construction Company, Rapp & Speidel, the Trieste Construction Company, and J. M. & J. B. Cornell, and work on some 45 buildings throughout the city was interrupted. The above-named firms held out against their employees, and there was no change in the condition of the strike during November except that several general strikes were ordered in sympathy with the ironworkers and many trades became involved. On December 30 it was announced that the strike was practically at an end, all but two or three of the contractors having, during December, signed the agreement. Many nonunion ironworkers joined the strike and held out for the same terms as were demanded by the union.

7. Painters.

The secretary of the Brotherhood of Painters and Decorators of America said, in reply to a schedule of questions, that the local unions in that organization try to secure written agreements with employers as to wages, hours, and other conditions, and have obtained them in most cities where they exist. The results have been found altogether favorable.

On April 1, 1899, the union painters of Troy went on strike to compel the employing painters to sign an agreement providing for a new scale of wages. Several conferences were held, and on April 10 the strike was settled under the following agreement:[1]

Articles of agreement by and between the Master Painters' Association of Troy, N. Y., and vicinity, and local union No. 12, Brotherhood of Painters and Decorators of America, at Troy, N. Y.

ARTICLE 1. The undersigned master painters do hereby agree not to employ anyone as a painter, decorator, or paper hanger who is not a member in good standing of the Brotherhood of Painters and Decorators of America, except as herein provided.

ARTICLE 2. Any painter, decorator, or paper hanger securing employment in this city must immediately make application for membership in the Brotherhood of Painters and Decorators, after being notified by the shop committee from the Brotherhood of Painters and Decorators of America.

ARTICLE 3. That 8 or 9 hours shall constitute a day's work the same to be performed between 7 a. m. and 6 p. m., and that after 6 p. m. overtime must be paid.

ARTICLE 4. The minimum rate of wages shall be 30 cents per hour for working hours.

ARTICLE 5. That all overtime shall be paid for at the rate of time and one-half, except Sundays and holidays, such as New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, election day, Thanksgiving Day, and Christmas Day, when it shall be paid for at the rate of double time.

ARTICLE 6. When work is located so far away that workmen have to take the cars or ferry, the fare shall be paid both ways by the employer, and if the workman can not get back home after his day's work is done the employer shall pay his full board with transportation each way once, and no part of it shall be charged to the workman.

ARTICLE 7. That each shop be allowed one apprentice to every eight men so employed.

ARTICLE 8. Shop committees appointed by the union shall be recognized by their respective employers, as hereinafter mentioned and provided.

DUTIES OF SHOP COMMITTEE.

ARTICLE 9. The sole duties of the shop committee herein mentioned shall be to see that the foregoing articles of agreement are in all respects lived up to, fulfilled, and complied with by both employers and employees, and it shall be unlawful for said shop committee to interfere with any business of said employer, except as hereinbefore stated.

ARTICLE 10. The above rules shall go into effect April —, 1899, and shall continue in effect until April 1, 1900.

ARTICLE 11. That the parties to this agreement do further agree to meet at a time, not later than January 15th of each year, to perfect articles of agreement for the year 1900 and each succeeding year.

ARTICLE 12. That any man at present working for any member of the Master Painters' Association of Troy and vicinity at the time of the signing of these articles be permitted to join Local Union No. 12 at the same rate of initiation fee in force March 15, 1899, providing such application is made in writing addressed to the president or secretary of Local Union No. 12 within three (3) days after the signing of these articles of agreement.

ARTICLE 13. If at any time either party to this agreement shall in any way violate any part of this agreement, the question must be submitted to an arbitration committee consisting of three members

[1] Report New York Board of Mediation and Arbitration, 1899, p. 97.

of each body to the parties of this agreement, unless that nonunion men are brought to work on such jobs.

ARTICLE 14. Local union No. 12, or any of its members, hereby agree to take no work or to do any work in the line of painting, decorating, or paper hanging before or after working hours, or for anyone in the city of Troy and vicinity who are not members of the Master Painters' Association of Troy, N. Y., and vicinity, except as herein provided.

ARTICLE 15. That the members of local union No. 12 reserve the right to work for the following-named gentlemen who have signed an agreement with their union on or about April 1, 1899.

But all in future must be for members of the Master Painters' Association of Troy, N. Y., and vicinity. This exemption of the above-named gentlemen is for this year only.

ARTICLE 16. That the Master Painters' Association agree to admit members of the Local Union No. 12 to membership in their association who may in the future wish to become employers.

ARTICLE 17. The undersigned Master Painters' Association and local union No. 12, Brotherhood of Painters and Decorators, do hereby agree to fulfill all requirements herein contained.

Troy, N. Y., April —, 1899.

Signed on behalf of the Master Painters and Decorators' Association of Troy and vicinity.

8. Granite cutters.

The secretary of the Granite Cutters National Union reports that the union tries to secure written agreements with employers as to wages and other conditions of labor, and generally succeeds. The agreements generally run for one year. Experience is favorable on the whole to such agreements. They often contain provisions for arbitration. The secretary asserts, however, that employers do not like arbitration, "their stock in trade weapon being—starve them into submission." The working of agreements for arbitration is said to have been very fair in some places and a total failure in others. The experience of the organization with State boards of arbitration is reported as unsatisfactory. The reason given is that men unacquainted with the trade can not comprehend trade technicalities. "Grievances going to arbitration are usually settled within trade lines, but the cases which go to a seventh or disinterested party are usually unsatisfactory and in many cases impracticable." In some cases, apparently, agreements are merely bills of prices drawn up by the union and presented to employers for signature.

A typical example of the more elaborate agreements between employers and employees in the granite-cutting trade is that in force in Concord, N. H. The chief feature of this agreement is the complex scale of prices for different classes of work. This fills no less than 16 pages. There is also an elaborate series of diagrams illustrating the different classes of work and explaining the price lists. The remaining part of the agreement is printed in full below. It will be observed that it provides for arbitration of any dispute, arising under the agreement, by a joint committee consisting of 3 members elected by the local branch of the Granite Cutters' National Union, and 3 elected by the Concord Granite Manufacturers' Association, who, if they fail to agree by a majority vote, shall select a disinterested person to act as an umpire. The provision at the end, permitting granite cutters over 50 years of age to work for less than the minimum rate of wages, is also interesting. The limitation of apprentices, 1 to 13 journeymen, is quite strict. In addition to the signatures of the committee representing the Concord Granite Manufacturers' Association, the agreement is signed by more than 30 individual firms and establishments, doubtless as a precaution on the part of the union to increase the binding obligation of the agreement.

[Agreement of granite cutters.]

MISCELLANEOUS.

It is hereby agreed by the Concord Granite Manufacturers' Association, and other manufacturers of Concord, and the Concord branch of the Granite Cutters' National Union, that this agreement and scale of wages shall continue until May 1, 1902. Should either party desire any change at the expiration of said period, three months' notice shall be given prior to May 1, 1902. If no notice of change is given by either party, as above provided, then this agreement and scale of wages shall continue from year to year after May 1, 1902.

It is also agreed that any contention which may arise during said period as to the performance in good faith of said agreement by either party shall be referred to a committee consisting of three members each, to be selected from the Granite Cutters' National Union and the Concord Granite Manufacturers' Association, which committee of six shall act as a board of arbitration, and, failing to agree by a majority vote, shall select a disinterested person who shall act as umpire, and the board thus constituted shall hear the parties and make an award within seven days, and such award shall be final. Pending such arbitration, in reference to the above bill of prices, it is mutually agreed that there shall be no strike, lockout, or suspension of work from any cause whatever, except when a manufacturer fails to pay at the time agreed on.

Eight hours shall constitute a day's work, to be worked between the hours of 7 a. m. and 4 p. m. The working hours may be changed, from November 1 to February, to allow the men to work 8 hours per day.

Granite cutters working by the hour to be paid not less than 35 cents per hour.

All overtime work done at the request of the employer shall be paid once and one-half, whether working by the day or piece. Sunday work to pay double.

A diagram, with the price marked on it, shall be given out with each stone when the stone is taken up by the piece.

One hour shall be allowed each day for dinner.

All men shall be governed by this bill.

When a man is working by the hour the contractor assumes all risk. He shall be paid for work done according to the man's rate per hour; but if a defect appears in a stone after cutting is commenced, the cutter shall not be paid for any work done after the defect is discovered, unless directed by the employer to continue cutting after the defect is reported.

All stone measuring less than 8 feet, superficial measurement, to be cut by the hour.

All feather-edge stone and creepers to be cut by the hour.

Wages shall be paid in cash on or before the 10th of the month, and be paid during working hours.

Every stonecutter shall demand of his employer payment for his work according to the terms of the foregoing price list and rules.

Any violation of the same coming to the knowledge of any employer or employees shall be reported by him forthwith.

When a stone is condemned for any cause other than the fault of the cutter, he shall be paid for the work actually done according to his average rate of wages per hour.

On all stone, with over 2 inches of rough on first side, to be paid 10 cents per superficial foot in addition to the forgoing price list.

One apprentice to be allowed to every thirteen journeymen, or fraction thereof, each year, and to sign an agreement for three years' service at terms to be agreed on by parties interested, but should a dispute arise as to the second and third years' wages it shall be settled as follows: One member to be chosen by the employer, one by the apprentice from the Concord branch of the Granite Cutters' National Union, the third by the two so chosen, and their decision to be final.

Should the apprentice run away before his term of service expires, all other employers agree not to employ him, and the granite cutters' branch will not recognize or encourage him, but in all cases the employer to give him a fair chance to learn the trade and give him a certificate after his time is out, which will entitle him to be employed as a journeyman.

Any man taking up a stone shall have the privilege of finishing it.

Notice shall be given a stonecutter previous to a reduction in his pay.

Any workman discharged shall be paid at once.

Any cutter working out of doors, exposed to the sun, or working in the quarries, to be paid not less than 25 cents extra per day and car fare and lose no time.

All stone covered by this bill to figure by this bill. All stone not covered by this bill to be cut by the hour.

When a stone is 6 inches, or over, above the working dimensions, or a slab is required anywhere on any stone, 3 cents shall be allowed the cutter for each hole so drilled.

The foreman shall see that the cutter gets a stone in his turn. Day men shall not have the preference, and there shall be a fair distribution of work to piece men.

During the winter months a suitable stove and fuel shall be furnished to each gang of men or fraction thereof employed.

All granite cutters over fifty years of age, who are not competent to earn the minimum rate of 35 cents per hour, shall make application in writing to the regular grievance committee, who shall establish their pay with the manufacturer, but in no case shall individual agreements be made under the minimum rate.

Signed by the committee in behalf of the Concord branch of the Granite Cutters' National Union:

JOHN BISHOP.
ALFRED LAWSON.
MARTIN W. COLEMAN.
CHARLES J. FRENCH.
JAMES S. MURRAY.

Signed by the committee in behalf of the Concord Granite Manufacturers' Association:

JOHN SWENSON.
THOMAS FOX.
JOHN HENNEBERRY.
OLA ANDERSON.

V. RAILWAY EMPLOYEES.

1. Organizations of employees.—The employees on the steam railways of the United States are organized into seven orders or brotherhoods. Those embracing the more skilled employees are very strong organizations, including a large proportion of the entire number of persons employed in the respective branches of the service. These stronger organizations are the International Brotherhood of Locomotive Engineers, the Order of Railway Conductors, the Brotherhood of Locomotive Firemen, and the Brotherhood of Railroad Trainmen. Their aggregate membership is no less than 160,000. The organizations among the less skilled employees are much weaker. They include a smaller proportion of the total number of employees, and are able to exercise much less influence over their conditions of labor. These weaker organizations are the Order of Railroad Telegraphers, the Brotherhood of Railroad Trackmen, and the Brotherhood of Railway Carmen. The stronger brotherhoods have been able to force practically all of the railway companies to recognize them officially and to deal with their officers.

While there are no central organizations of railway companies embracing all the railways of a given section of the country, each of the great railway systems is itself so extensive and has such numerous employees that it is in by no means an inferior position in its negotiations even with the strongest of the organizations of employees. We should expect, therefore, to find the conditions of labor, at least as regards those branches of the service where the workingmen are strongly organized, largely determined by collective bargaining between the railway officers and the officers of the brotherhoods.

2. Description of collective bargaining system.—The methods of negotiation with employers which are used by the four strong brotherhoods of engineers, con-

ductors, firemen, and trainmen are all very similar. As before pointed out most railway companies recognize these bodies and deal with their officers. In no case is there any formal system of joint boards of employers and employees, with equal representation, and with definite constitution and rules. Nevertheless, on most railway systems frequent conferences are held between officers of the brotherhoods and those of the railways. By these conferences, not merely minor disputes are settled, but to a large extent the general conditions of labor are determined. Each side recognizes the strength of the other and prefers by making mutual concessions to reach an agreement rather than to precipitate a strike or a lockout. The officers of the brotherhoods are in most instances men of no little ability and of long experience in negotiations with employers. If local officers fail to reach settlements appeal is usually made to the national officers, who are especially experienced and conservative. The result is that disputes seldom fail of settlement and that strikes of the more skilled classes of railway employees are comparatively rare. The very conspicuous character of those strikes which have occurred in recent years must not be permitted to conceal the fact that peaceful methods of negotiation have very largely replaced on our railway systems the method of dictation of the conditions of labor by the employer on the one hand and the method of deciding those conditions by direct conflict on the other hand.

Such negotiations between officers of the railways and of the unions, as regards the general conditions of labor, frequently result in written agreements usually running for an indefinite time, but subject to modification by future negotiations. Many of these agreements are of a highly elaborate character. Few, if any, of them contain provisions for the settlement of disputes by arbitration. The railway companies which recognize the unions seem usually to be willing, without a formal agreement, to negotiate with the officers of the brotherhoods regarding such minor disputes, in accordance with the practice established by the rules of the brotherhoods themselves. In some instances there are provisions for hearings regarding the discharge of employees, and in a few instances the railway companies formally agree to receive delegations or officers of unions making complaints. In the absence of such provisions, however, informal conciliation is the usual method of settling minor disputes.

In the case of many railways the conditions of labor are not determined by joint agreements signed by both parties, but are laid down in written rules nominally prescribed by the employer. In a large proportion of these instances, however, the terms thus prescribed are in fact the subject of negotiation between the representatives of the brotherhoods and the officers of the railways.

While, as already pointed out, formal methods of arbitration, whether by joint boards composed of employers and employees alone, or by such boards in conjunction with impartial umpires, are not provided for by the constitutions and rules of the railway brotherhoods nor by the agreements which they make with employers, it appears that disputes are not infrequently settled by such more or less formal methods of arbitration. Thus the secretary of the Order of Railway Conductors declares that the order is committed to the principle of arbitration (apparently using the word without necessarily implying the calling in of an impartial umpire). It will not resort to extremes until arbitration has been refused by the other side. The experience of the organization has been such as to give it faith in this principle. Many cases, continues this officer, have been arbitrated and the organization has always secured most or all of what it contended for. The decisions of arbitrators have never been violated by the organization, it is asserted, and in only one case by an employer.

The constitutions of the railway brotherhoods have rather elaborate provisions regarding the methods of negotiation with employers. These rules are quite similar in the case of all the brotherhoods and orders, though the systems among the weaker brotherhoods are somewhat less elaborate than those provided by the organizations of engineers, conductors, firemen, and trainmen. In general, with some modifications in details, the system is as follows: Each local lodge or division of a brotherhood has a local grievance committee of three or more members. For each railway line a general committee or general board of adjustment is established, composed of one or more delegates from each local division on the line. In the case of great composite systems of railways, some of the brotherhoods provide also for a still higher committee of adjustment, composed of the chairmen of each of the committees on the separate lines or branches of the system. These chairmen of general committees of adjustment are in many instances salaried officers, devoting their whole time to the interests of the members employed on the railway. It is their duty, in conjunction with local committees, to adjust, if possible, all differences of a local character that may arise. Failing

to reach a settlement in this way a meeting of the general committee of adjustment is called and it proceeds to negotiate with the higher officers of the railway companies. The action of such a general committee of adjustment is binding upon all members employed upon the railway line (unless reversed, in the case of some of the organizations, by referendum vote of the members so employed). On occasion of special need the national officers of the brotherhood are called in to negotiate with employers. The general conditions of labor are usually determined from time to time by conferences between these general committees of adjustment and the officers of the railway company, or in the case of the more extensive systems, between the higher committees above referred to and the officers of the system.

3. Rules of Brotherhood of Locomotive Engineers.—As typical of the methods of adjustment employed by the railway brotherhoods, the rules on this subject of the International Brotherhood of Locomotive Engineers are here presented in full:

STANDING RULES OF THE G. I. B. OF L. E.

SECTION 1. On any system of railroad where two or more subdivisions are organized, there shall be a standing general committee of adjustment, whose members shall be elected biennially at the regular election of officers of subdivisions. Only those members of a division whose grievances he might be required to adjust shall be entitled to a vote for member of general committee of adjustment.

On any line or system of railroad, under or controlled by one president, or by an executive board under whom are one or more presidents or general managers, where a road or branch constitutes a separate department of the system, and on which the B. of L. E. have separate and distinct schedules of pay, there may be on each such line a standing board of adjustment, composed of a delegate from each subdivision located upon that line or distinct part of the system; such delegate shall be the chairman of the local committee of his division, and these delegates shall meet biennially and select a chairman and secretary, and transact such other business as may be referred to them by subdivisions on their distinct and separate part of the system to which they belong. On these composite systems there shall be an executive board of adjustment, composed of the chairman of each general committee of adjustment of the separate lines or branches comprising the system, which shall meet biennially or annually, as they may decide, elect a chairman and secretary, and such other business as may be referred to them by the general committees of adjustment of the different lines. These committees to be governed by the law of the G. I. B. of L. E.

SEC. 2. Each subdivision on said system shall be entitled to one representative and one vote in said committee. Provided, that on systems whereon are located but two subdivisions, the subdivision having the most members employed on such systems shall have two representatives and two votes in the committee named.

SEC. 3. It shall be the duty of the general committee of adjustment of each system to meet biennially at such time and place as may be determined by a majority of its members and adjust the grievances on the system, if any exist.

SEC. 4. The chairmen and secretaries of general committees of adjustment shall be elected at the opening of each biennial session.

SEC. 5. The chairman may be elected from any subdivision on the system, even though not a delegate to the committee.

SEC. 6. The chairman of the general committee of adjustment may be made a salaried officer, provided two-thirds of the members on the system so elect.

SEC. 7. A salaried chairman shall devote his whole time to the interests of the members on his system, visit their subdivisions, exemplify the work, and give all necessary instruction. The salaries of such chairmen shall be raised by an equal assessment on all members employed on the system represented, and shall be collected three months in advance and paid monthly.

SEC. 8. Any chairman of a general committee of adjustment, when called upon by one or more subdivisions on his system, shall be empowered, in conjunction with local committees, to adjust, if possible, all differences that may arise between members and their employers without convening the general committee of adjustment, and in case the local committee can not be convened readily, the chairman shall have power to select one or more members to assist him. If unsalaried, his pay for such service shall be raised by an equal assessment on all members who are employed on said system. General committee of adjustment shall make such assessment as is deemed necessary, to be paid quarterly in advance to the general secretary and treasurer, who will pay the general chairman for his services, and any surplus in the treasury after payment of salaried chairman shall be applied to expenses of general committee, when called in session.

SEC. 9. It shall be the duty of the chairman of the general committee of adjustment of each system to act as committee on transportation for delegates to the G. I. B. of L. E. immediately after each election of officers, and report the result to the grand office. Provided, that where it is not advisable for the chairman to act in person, he may appoint some member on his system to act in his stead.

SEC. 10. At any time between biennial sessions, should a majority of the subdivisions on a system instruct the chairman to convene the general committee of adjustment, he shall do so without delay.

In case of an emergency, the chairman is empowered to convene the committee, when, in his judgment, it is absolutely necessary.

Any action taken by a general committee of adjustment on any system shall stand as law for all members and subdivisions on said system until repealed by said committee or by a two-thirds vote of the members on the system.

An appeal may be taken from the decision of the general committee of adjustment or the chairman to the members on the system, if made within 90 days from the date of such decision, and a two-thirds majority vote of members on said system shall be final. This vote to be taken in the same manner as in the election of division officers.

SEC. 11. Any member refusing to sustain the action or to carry out the instruction of the general committee of adjustment of the system on which he is employed shall, upon conviction by his subdivision, be expelled for violation of obligation.

Any member who, by verbal or written communication to railroad officials or others, interferes with a grievance that is in the hands of a committee, or at any other time makes any suggestion to any official that may cause discord in any division, shall be expelled when proven guilty.

SEC. 12. Should a subdivision on any system refuse to sustain an action of the general committee of adjustment of said system, or to enforce the laws passed by the G. I. B. of L. E., it shall be the duty

of the member of said committee from such subdivision to make a written statement of the facts concerning such refusal to the chairman of said committee, who shall submit the same to the G. C. E., and if in the judgment of the G. C. E. such subdivision is at fault, he shall at once suspend its charter.

SEC. 13. It shall be the duty of the general committee of adjustment on any system to exhaust its efforts to effect a settlement of any difficulty that may arise on said system between the management of the system and members of the B. of L. E. before sending for the G. C. E. Failing, they shall notify the G. C E. of the facts in detail and may call upon him for assistance.

SEC. 14. Receiving such call, the G. C. E. shall give it precedence over all other business. Shall at once visit such system and use all honorable means to prevent trouble between members and their employers. When it becomes necessary to defend any of our existing agreements between members of the B. of L. E. and railway companies in the hands of the court, the grand chief, in conjunction with the general committee of adjustment, may employ a competent attorney to defend our interests, and the expense shall be paid from the treasury of the Brotherhood.

SEC. 15. The expenses of members of a general committee of adjustment when convened for any purpose, together with pay for time they lose in such service, shall be raised by an equal assessment on all members of the B. of L. E. employed on the system represented. The secretary of the general committee of adjustment shall furnish all divisions on the system a copy of the minutes of the meeting of said committee.

All assessments levied by the general committee of adjustment shall be paid within sixty days after the date of notice, and any division not square on the books of the secretary and treasurer of the G. C. of A. at their annual or biennial meetings, their delegates will not be entitled to a seat.

The chairman of the general committee of adjustment shall, or any division may, prefer charges against any division failing to pay their G. C. of A. assessments within sixty days to the grand chief engineer, who shall investigate said charges, and if no reasonable excuse is found, such division shall have their charter suspended until they pay said assessments.

Each division will furnish a credential to their member of general committee of adjustment, and it shall state the number of assessable members. Divisions will pay for the number of members stated on the credential. Divisions will be responsible to their member of general committee of adjustment for his pay for serving on said committee.

The bill for amount due to any member of a subdivision for serving on such general committee shall, when regularly presented and accepted, be paid, if possible, without delay, from the general fund of the subdivision, and said amount, when so paid, shall be again restored to said fund as soon as collected by assessment, as per this article.

All general committees of adjustment shall have power to fix the rate of pay for members serving on such committee.

When the general committee of any system is called on duty to attend to affairs of a general nature the time and expenses of said committee shall be paid from the general fund of the G. I. B. of L. E., provided the call comes from the grand executive officers in authority.

No new business will be entertained by a general committee of adjustment unless sent under the seal of a subdivision, and that no resolution that has for its purpose the changing of existing rights to runs as understood by engineers will be entertained by any committee of adjustment until it has been first submitted to all divisions interested, they to vote on the question and send their member to the G. C. of A. instructed how to vote. In case any matter pertaining to the welfare of the Brotherhood should come to the notice of the G. C. E., he shall have power to call a committee of two or more members and they may make any arrangement or agreement they may deem best for the interest of the Brotherhood, and all expense so incurred shall be paid out of the general treasury.

SEC. 16. Should any member in the employ of a railroad company, while in discharge of his duty as a locomotive engineer, meet with any accident of any kind, he shall be required to make out a complete and true report of the same to his division, in writing, for the benefit of the committee of adjustment, and the division shall keep such report, together with a copy of the judgment of the company's officials concerning such accident. Failing to do so he shall not have his case handled by the general chairman unless so ordered by a two-thirds vote of his division. Should an engineer willfully misrepresent facts in his statement for the guidance and information of the committee, he shall be considered as having violated his obligation, and on conviction at a regular trial shall be suspended or expelled, as the division may determine.

SEC. 17. Members are prohibited from signing any contract with a railroad company, or making any verbal agreement, without the consent of the general committee of adjustment of the system by which they are employed.

SEC. 18. It shall be illegal for the chairman of any general or local committee of adjustment to meet with or go before the general manager, superintendent, or master mechanic of any railway, road, or system for the purpose of adjusting any grievance, or making or giving consent to any contract, without first consulting with other members of the general or local committee of adjustment; and said chairman shall be accompanied by one or more members of said general or local committee whenever he visits the general manager, superintendent, or master mechanic to adjust the grievances of the members of the road by which he is employed. When engineers of any railroad are using joint tracks on foreign roads, and through the movement of such engines the engineer is charged with any offense that would cause his dismissal or in any way affect his welfare, upon request of the division of which he is a member, the division located on the railroad or tracks of such foreign railroad shall, upon proper notification, take up such grievances and adjust the same in the same manner as if it were a grievance of their own member, and at the expense of the division making such request.

4. Agreement on Louisville and Nashville Railroad.—The following is a typical form of joint agreement regarding wages and conditions of labor:

Agreement between the Louisville and Nashville Railroad Company and its trainmen, taking effect November 1, 1891, with revised rates in effect May 1, 1900.

1. There shall be established on each division a board of inquiry, to consist of the superintendent or assistant superintendent (or both), the master of trains, and the master mechanic, or his representative (or both), whose duty it shall be to investigate accidents.

In case employees are suspended to appear before this board they will be given a hearing within 5 days, and will receive prompt notice of the result of the investigation. All punishment shall consist of suspension or discharge.

It shall not be necessary to convene the board except for the investigation of accidents.

If the parties punished by the board, or otherwise, desire it, they may appeal, first, through the master of trains to the superintendent, and then through the superintendent of transportation to the general manager.

All appeals must be presented to the superintendent or master of trains within 30 days after the decision of the board shall have been made known.

Should the employees suspended be found innocent, they will be paid for the time the suspension was in effect—conductors $2.85 per day, and brakemen, baggagemen, and yardmen $1.75 per day.

To enable the division officers to make investigation, reports must be made to the proper officer at the end of each trip.

2. Road delay time will be allowed conductors and brakemen after the schedule of the train shall have been exceeded 2 hours at the rate of 30 and 18 cents, respectively, per hour for every hour and fractional part thereof. When a train has been delayed to exceed 2 hours, the first 2 hours will be counted.

In case schedules are changed on the road, road delay time will be computed from schedule departed on.

Wages shall be computed from 1 hour after the men are called, or the time that the train departs, if earlier.

Road delay time for extra trains shall be arrived at by taking the average time of the schedule trains on the division, passenger or freight, as the case may be, except that on the Pensacola and Atlantic road the schedule of extra freight trains running between terminals shall be computed at the rate of 12½ miles per hour.

3. Yard delay time at terminals shall be allowed at the rate of 30 and 18 cents, respectively, per hour, for each hour or fractional part thereof, after a train shall have been delayed within the yard limits beyond 30 minutes. Running time of the train within the yard limits shall not be considered.

When delayed immediately outside of the yard limit board, trainmen shall be allowed yard delay time at same rate, when delay exceeds 30 minutes.

(Colored brakemen will be paid for delay time 10 per cent less than white men.)

4. Trainmen will be called not to exceed 1 hour before leaving time of their trains, as at present. The caller shall be furnished with a book, which must be signed by the men, showing the time that they are called, and the time the train is to depart. Failing to respond promptly, whether it is his turn out or not, the party at fault shall be suspended or discharged at the discretion of the master of trains.

When trainmen come in on their runs, and are not able for duty, they must so notify the master of trains or his representative. If, afterwards, on account of sickness, they can not go out, they must send a written notice to the master of trains or his representative at least 2 hours before they are needed.

They must not lay off except by permission of an authorized officer, unless they, or a member of their immediate family, are suddenly taken sick, in which event they must give at least 2 hours' notice.

5. When trainmen are called to go out between the hours of 7 p. m. and 7 a. m., and the train is afterwards annulled, they shall be allowed 3 hours, at the rate of 30 and 18 cents per hour, respectively: Provided, they are not notified they will be required for another schedule train within 1 hour. When called to go out at other hours, in case train is annulled, they shall be paid at the same rates per hour; but time shall be computed from 1 hour after they are called until they are notified that train is annulled. Trainmen thus called will stand first out: Provided, it does not interfere with men who have regular runs.

6. For attending court or appearing before proper persons to give evidence, conductors, baggagemen, and brakemen, having regular crews, and yardmen having regular work, shall be paid the amount that they would have made had they performed their usual duties.

This shall not prevent the company from using these men on any run after they are through attending court, and before their regular crews are due to leave.

Other conductors and brakemen shall be paid $3 and $2 per day, respectively, computed from the time they leave their homes, or the time they are marked to go out, until they return.

They will be furnished with transportation to and from court. No pay shall be allowed in cases where the time so consumed does not interfere with the men making their regular trips and having 8 hours' rest, if they require it.

7. Conductors and brakemen of wrecking train shall be paid, respectively, 35 and 20 cents per hour, or fractional part thereof, time to be computed from time train starts, or 1 hour after the men are called, until return to starting point.

In case the train is laid up before returning, for the purpose of affording the men necessary time for rest and sleep, such proportion of the time shall be deducted from the whole, and only the actual time on duty will be paid for. A minimum of 6 hours will be allowed, but no mileage will be paid.

8. Conductors and brakemen when deadheading on a freight train will be allowed the rate of pay given the same class of men that are in charge of the train. When deadheading on passenger train they will be paid 1¼ and eight-tenths of a cent, respectively, per mile for the distance traveled.

When a man is traveling over the road for the purpose of relieving a man who has asked for leave of absence, he will not receive any compensation for the distance traveled.

9. After a continuous service of 16 hours, or more, conductors and trainmen shall be entitled to and allowed 8 hours for rest at terminals, if they give proper notice of such desire, except in case of wrecks or similar emergencies.

10. Conductors will be notified when time is not allowed as per their trip reports.

11. Any trainman drinking intoxicants on duty, or being under their influence on or off duty, will be dismissed from the service of the company.

12. All crews assigned to regular runs at a monthly rate that are not provided for in the accompanying rate sheets, will be paid extra for all service performed in addition to their regular duties at established rates for class of service performed except regular crews now performing extra duty without compensation.

13. Local grievances and differences of opinion as to construction of this agreement shall be taken up with division officers; failing to be adjusted, they will be referred to the general officers, as per article 1.

G. E. EVANS,
Superintendent Transportation.

Approved:

J. G. METCALFE,
General Manager.

VI. BAKERS AND CONFECTIONERY MAKERS.

A large proportion of the bakers and confectionery makers in the large cities are organized, and most of the local unions are affiliated with the Journeymen Bakers and Confectioners' International Union. It is the practice of this organization to seek to secure written annual agreements with employees regarding the conditions of labor. These agreements seem to be largely in the nature of concessions to the demands of the unions for union conditions. The secretary of the international organization reports that about three-fourths of the local unions have secured such agreements, usually with individual employers. The international executive board will not approve an agreement which does not provide for the use of the union label, or which requires more than 10 hours labor. Agreements usually provide for the settlement by arbitration of disputes which may arise. In some instances the employer appoints one arbitrator, the local union another, and these two are to select a third. In one agreement which has been submitted to the Industrial Commission there is a clause providing that disputes should be referred "to the local union No. 56 for arbitration, and both parties shall abide by its decision." This appears to be a somewhat one-sided form of arbitration; it probably amounts practically to an agreement that the employer will deal with the union officials in case of disputes, and not merely with his own employees.

The secretary reports that the use of written agreements is said to have decreased strikes one-half. According to the statement of the secretary the union does not believe in arbitration, "as the laboring men lose 9 times out of 10."

The following is the text of such an agreement between the local Bakers' Union of Richmond, Va., and the individual employers in that city:

AGREEMENT OF THE JOURNEYMEN BAKERS AND CONFECTIONERS' INTERNATIONAL UNION OF AMERICA, LOCAL UNION NO. 61, RICHMOND, VA.

This agreement, entered into this —— day of ——, 1901, between —— ——, of Richmond, Va., party of the first part, with —— ——, secretary of the Journeymen Bakers and Confectioners' International Union of America, local union No. 61, Richmond, Va., party of the second part, witnesseth:

It is hereby agreed as follows: That I, —— ——, party of the first part, will, at all times, in the conduct of my business, employ only members of the Journeyman Bakers and Confectioners' International Union of America, local union No. 61, of Richmond, Va., who are in good and regular standing.

1. Work shall only be allowed six days in the week, and working time shall not exceed ten (10) hours per day or night, except on Friday night and Saturday, on which said day and night twelve (12) hours are allowed, if necessary.

2. Overtime is only allowed in cases of necessity, and shall be paid for at the rate of twenty-five (25) cents per hour. But whenever this privilege shall be abused by the party of the first part, the shop committee, with the advice and consent of the officers of the aforesaid local union, shall stop it.

3. Bakers shall not board or lodge with their employers, or accept the same instead of wages.

4. No employees shall be required to load or unload any wagons, or to do any work other than that for which he was employed.

5. A. The party of the first part also agrees to place the union label on every loaf of bread made in his bakery, said label to be furnished by the party of the second part, at the rate of ten (10) cents per thousand (1,000) labels.

B. For each bakery there shall be issued as many labels at a time as shall be consumed in fourteen (14) days.

C. The foreman of each department shall have the custody of the labels, and account for them to the party of the second part.

D. In case of noncompliance with this agreement the union reserves the right to withdraw the labels.

6. No employee shall be allowed to work on the following three (3) holidays, viz, 4th day of July, Labor Day, and Christmas Day. The day men to have the day and the night men to have the night of the aforesaid holidays. Not to require his employees to begin work until 5 o'clock a. m. the day following the aforesaid holidays.

7. Should any dispute arise between employer and employees, the difference is to be settled by a board of arbitrators, one to be selected by local union No. 61, of Richmond, Va., one by the party of the first part, and the third by the two first arbitrators mentioned.

8. Not to employ more than one apprentice in each department.

9. A copy of this agreement shall be placed in a conspicuous place in each shop, and it shall not be allowed to be torn down or defaced.

10. And we, the Journeymen Bakers and Confectioners' International Union of America, local No. 61, of Richmond, Va., agree in consideration thereof at all times to assist the party of the first part, in every way which may lie in our power, to successfully conduct and increase his or their business.

This agreement shall take effect as soon as signed by the aforesaid parties, and expires ——, 1902.

In witness whereof the parties have hereunto set their hands and seals the day and year first mentioned above.

[L. S.] —— ——,
Signed in Behalf of Firm.

[SEAL.] —— ——,
Signed in Behalf of Union.

—— ——, Witness.

VII. BLACKSMITHING TRADE.

The secretary-treasurer of the International Brotherhood of Blacksmiths reports that the organization tries to get written agreements with employers as to wages and hours and other conditions of labor, and has secured them in several instances. Violations of such agreements rarely occur. As to the general attitude of employers toward the organization, the secretary says, "Employers, as a rule, will not recognize a trade union until the fact of its existence has been branded on their memories." The union tries to get an arbitration clause inserted in its agreements. The agreements usually provide for the exclusive employment of union men. An agreement of this general character is given below. The union has also an agreement with the Block Coal Operators of Indiana, an organization which has similar arrangements with the United Mine Workers. (See p. 332.)

OTTUMWA, IOWA., *April 1, 1901.*

This agreement, entered into between the firm of Hardsocg Mfg. Co., mining tool manufacturers, Ottumwa, Iowa, and the International Brotherhood of Blacksmiths, local No. 162, of the same place, witnesseth:

That in consideration of being allowed to use the Tool Makers' label of the International Brotherhood of Blacksmiths, the said firm agrees to operate a union factory from the first day of April, 1901, to the first day of April, 1902, subject to the following conditions:

That all eligible employees shall be members in good standing in the International Brotherhood of Blacksmiths. All other employees shall be members of some other bona fide labor organization. It shall be the duty of the shop committee appointed by said local No. 162 to examine the working cards of all employees once a month, and to insist that same be kept up.

That their factory shall be kept in as clean and healthy a condition as the nature of the work will permit, and that as far as practicable suitable provisions be made to take off all smoke and gas arising from forges or furnaces, and that otherwise all reasonable measures be taken to provide for the health of their employees.

Any differences that may arise between the firm and their employees shall be, if possible, adjusted between the firm and the shop committee appointed by the union. If they fail to agree, the dispute shall be submitted to a disinterested third party agreed upon by mutual consent, and whose decision shall be final and binding on both parties.

Employees will remain at work during the time consumed by such arbitration, and all final decisions on matters of dispute shall be rendered within 15 days after being placed in the committee's hands.

No employee shall be dismissed without reasonable and just cause for same.

Labels will be supplied at a uniform price of fifty (50) cents per thousand in sufficient numbers to cover the output of the factory, and no more. Labels must only be applied to goods manufactured by the concern in their factory at Ottumwa, Iowa, and only on such goods manufactured there as properly come within the province of the International Brotherhood of Blacksmiths.

They must also be applied to goods before leaving the factory only, and shall at no time or under any circumstances be supplied to agents or other persons, either directly or indirectly. Violation of this section shall immediately render this contract invalid.

The International Brotherhood of Blacksmiths agree to all times protect their labels against infringement or use by unauthorized parties whosoever.

Signed for firm.

HARDSOCG MFG. CO.,
GEO. B. SIMMONS, *Secy.*

ROBERT B. KERR.
Signed for International B. of B.

VIII. BOOT AND SHOE INDUSTRY.[1]

The boot and shoe industry offers a considerable number of illustrations of the use of arbitration and conciliation for the settlement of labor disputes. These methods have met, in some cases, with a very marked degree of success, although there has been considerable difficulty in keeping them in regular operation. At present there is a growing use of the system of collective bargaining joint agreements with individual employers in connection with the use of the union label, with provision for arbitration.

1. Early experiments.—As far back as 1870 a joint board was established in Lynn, the leading shoe manufacturing center of the country, for the settlement of a general dispute which threatened to result in a strike or lockout. A committee of 5 representatives of the laborers belonging to the organization known as the Knights of St. Crispin was appointed to confer with a like number of manufacturers, and after 2 days a list of prices for different kinds of piecework was agreed upon, to continue for 1 year. A year later another agreement was made in the same manner, but the manufacturers did not abide by it faithfully and the system soon broke up. The branch of the Knights of St. Crispin in Lynn was abandoned altogether in 1873. The organization was reestablished in 1875

[1] See, for many of the facts here presented, an article by T. A. Carroll—"Conciliation and arbitration in the boot and shoe industry"—Bulletin, Department of Labor, vol. 2, pp. 1–38.

and endeavored to induce the manufacturers to establish a board of conciliation and arbitration, but in vain. Finally, in 1885, the workers, who had become organized as a district assembly of the Knights of Labor, began a movement for higher wages. One of the leading manufacturers suggested that the dispute be left to a joint committee, and, after some conferences, such a board was organized, to consist of 7 members from each side, serving for 1 year. It was provided that in case of a tie vote of this board as to any matter, each side should select a disinterested person and these 2 should select a third, and that the decision of these 3 should be final. This board, after long deliberation, established a new price list for the various departments of the industry; but the workmen became dissatisfied with the prices fixed and protested against the continuance of the board, and it soon broke up altogether.

During 1885 a joint board, similar to that in Lynn, was established in Brockton, Mass. This board succeeded in settling a serious strike by establishing a general price list, which has served as a basis for subsequent changes, although the board itself soon went out of existence.

In Haverhill, Mass., a joint board was established in 1892, on the initiative of the Central Labor Union of that city. It consisted of 2 delegates from each affiliated labor organization and an equal number of delegates from the manufacturers' organization. The officers were a president, chosen from the manufacturers, a vice-president, chosen from the workmen, and 2 secretaries, 1 chosen by each side. These officers constituted a standing executive committee. It was the duty of this board to attempt to settle all disputes by conciliatory means; but in case of failure to do so, provision was made for reference to a board of arbitration, to be formed in such a manner as should be mutually agreed upon by the parties interested in the particular dispute, while, in case they should fail to agree as to the formation of the board, the board of conciliation itself should decide as to the method of arbitration. This board settled a number of important cases during the first year of its existence. It fell into disuse during 1894, but was reestablished early in 1895 for the purpose of settling a general dispute as to prices. It then succeeded in settling the prices for all kinds of work except machine lasting, and this matter was, by agreement, referred to the State board of arbitration and conciliation. Later on, however, the manufacturers' delegates refused to attend the meetings of the board, and it has since been in abeyance. The manufacturers claim that the competition and jealousy among themselves make it impossible for a majority to be induced to join such a board and to be bound by its rules and decisions. The workmen also point out that no considerable number of manufacturers actually adopted the price lists approved by the joint board.

2. The Philadelphia system.—Philadelphia has been the seat of a system of arbitration which is differently regarded from different points of view. During the period from 1880 to 1884 the shoe operatives in that city had become thoroughly organized under the Knights of Labor. The shoe manufacturers' association of that city in 1884 demanded that a joint board of arbitration should be established to settle all questions of dispute, and threatened a lockout if this was not agreed to. On account of this somewhat hostile tone the employees refused to accede to the proposition, and 22 factories were actually closed. Before long, however, a meeting of the executive committees of the respective organizations was brought about, and a scheme for arbitration was agreed to, which was reported to have worked satisfactorily for some time. The agreement provided that none but Knights of Labor should be employed. It was claimed on the part of the manufacturers, however, that each factory should settle the question of wages with its own employees, unless there was an appeal to the joint board. The workingmen desired uniformity in the scale of wages in the different factories. There was finally, in 1887, a protracted controversy as to this point, and the board of arbitration broke up temporarily. Later in the same year, however, the manufacturers' association framed a set of rules by which the manufacturers should have the right to employ or discharge employees as they saw fit, agreeing, however, not to discriminate against any person because of membership in any organization. The manufacturers were to recognize grievance committees in their shops, and there was to be no lockout or strike without discussion of the matters of dispute. A joint board of conciliation, consisting of 7 representatives of each side, was proposed, with provision for the settlement of cases as to which the board could not agree by 3 arbitrators, 1 to be chosen by each side, and these 2 to select a third. The employees of the separate establishments accepted these terms, and soon afterwards the Central Convention of Shoe Workers was formed, and appointed 7 delegates to the joint board in conformity with the proposition of the manufacturers. This board has been in existence ever since.

The following table is made up from two statements of the results of arbitration before the joint board, one of which appeared in the bulletin of the Department of Labor for January, 1897, page 22, and the other was submitted to the Industrial Commission by the secretary of the joint board on December 21, 1900:

	Up to 1896.	Up to 1900.
Cases presented to board for adjustment	45	69
Settled favoring the employee	17	38
Settled favoring the employer	4	3
Rejected under the rules	5	6
Withdrawn and settled by employer and employee	16	22
Compromised	3	

It will be seen that these two statements of results are somewhat inconsistent. At the end of 1896 it was reported that 4 cases had been decided in favor of the manufacturer and 3 had been compromised. At the end of 1900 there is no mention of any compromise, and all cases but 3 are asserted to have been decided in favor of the employee. In each case, all decisions made since the establishment of the system are supposed to be included.

The Philadelphia manufacturers seem to be unanimously gratified with the working of these arrangements during the past 13 years. Some of them, and also some representatives of the working people who have been prominent in the Central Convention of Shoe Workers, testified before the Industrial Commission and spoke in high terms of the existing system. It was admitted, however, that the feeling of satisfaction was not universal among the working people. It was admitted that some of the working people say that it is a one-sided organization, that the heads of the Central Convention are "bosses' men and all hold fat jobs, and that the bosses use them." The opponents of the system assert that the election of delegates to the Central Convention is dictated, at least in some cases, by the manufacturers. It is stated by both sides that the manufacturers compel their employees to join the Central Convention; but this joining consists in nothing more than a promise to abide by the rules, and a trifling contribution, said to be one cent a member a month, to cover the expenses. It is not understood to be denied that the rules of the joint organization and of the Central Convention were framed by the manufacturers and accepted by the employees when they could hardly avoid acceptance.[1]

The following extracts will indicate the tone of the rules, and will sufficiently show that they were written from the standpoint of the employer rather than of the employee:

In reading these rules the rule and comment should be read together.

RULE 1.—The right of the manufacturer to employ or discharge employees must be acknowledged.

Comment.—This rule means that the right to employ and to discharge laborers belongs to those who own the business. There could be no other rule. No prudent man would invest capital in business if he could not control it by employing the laborers he thought necessary and proper for conducting it. This is the inseparable incident of capital.

RULE 2.—Employers or employees must not discriminate for or against any individual because he or she is not a member of any organization.

Comment.—No employer shall discharge or refuse to hire a man or woman because he or she is not a member of any organization. Nor shall any man or woman refuse to work with or for any person because he or she is not a member of any organization. This is but equal justice to all, and will promote the freedom of conscience we boast of as American citizens.

RULE 7.—There shall be no interference with the employment or wages of hands hired by the week, when the wages are satisfactory to the employer and employees, so that competent workmen may be protected.

Comment.—Business requires that some "hands be hired by the week," and that wages are paid to the skill of the hand. It is the object of the rule to protect both the laborer and the manufacturer. It is to give to the manufacturer the advantage of skilled labor, and to give to skilled labor a just remuneration. Of course the manufacturer may employ inferior skill and give it inferior remuneration. This may be important at some times and for some purposes. It is the right of the manufacturer to determine how his business shall be conducted. Capital and labor should each receive its equitable reward.

If the wages are not satisfactory the hand may quit work; and if not satisfactory to the employer he may dismiss him.

With any other rule business could not be safely carried on.

Whatever may be the merits or defects of the Central Convention of Shoe Workers, and whether its effects upon the condition of its members are better or worse than the effects of a labor organization of the usual type, it is to be expected that such labor organizations will not look upon it with favor. The general secretary-treasurer of the Boot and Shoe Workers' Union wrote, under date of September 29, 1900:

[1] See testimony of various witnesses on this subject in Reports of Industrial Commission, vol. xiv pp. 290–310, 321–349.

"The Philadelphia plan of arbitration is a fraud, and always so recognized by bona fide labor organizations. The arrangement there is such that if any employee is dissatisfied or has a grievance he must report it to the shop committee, who are in every case in league with the employer, and it has come to be accepted as a fact that for an employee to seek the aid of this board was equivalent to asking for his own discharge.

"The proof that this system is not what is claimed for it by the manufacturers (and no one else claims anything for it) lies in the fact that there have recently been two branches of the craft in Philadelphia organized quite thoroughly and independent of the Central Convention of Shoe Workers, so called. The branches I refer to are the lasters and the cutters. Last month the lasters struck in four factories in Philadelphia, cleaning two of them out completely and the other two partially. Whereupon the Central Convention of Shoe Workers expelled the lasters and declared the shops fair, thus breaking up a bona fide strike for better conditions. I may add that neither of these unions, namely, the cutters or lasters, are affiliated with this body."

The assertions that work people do not expect justice from the board, and that they are afraid to bring complaints there, were both affirmed and denied in testimony before the Industrial Commission. The table of results, given above, does not seem to indicate a bias against the employees, but if the board be of the character claimed by its opponents, the table itself may be misleading.

3. Union label agreements and arbitration.—A considerable number of the employees in boot and shoe factories, especially in Massachusetts, are organized into a national body, known as the Boot and Shoe Workers' Union. This organization has adopted a label for use on goods manufactured in establishments where only union men are employed, and has recently adopted a policy of seeking to obtain contracts with individual employers providing for its use. These contracts consist chiefly of regulations regarding the use of the union stamp. In return for the privilege of using the stamp, the employer agrees to hire only union labor and to submit all questions as to wages and conditions of labor to arbitration. In States where there is a State board of arbitration, the contract regularly provides for the reference of matters as to which the parties can not agree to the State board. In other cases the contract provides that the employees shall name one arbitrator, the employer making the contract another, and that these two shall name a third. The union agrees not to sanction any strike and to assist the employer in procuring competent workers in the place of any who may insist upon striking, while the employer agrees not to lock out his men.

Agreements of this sort are now being made with such manufacturers as are willing to recognize the union and employ the union label. The number of firms which have signed such agreements is at present nearly 100, including several very important ones. The full text of the union stamp contract of the Boot and Shoe Workers' Union follows:

BOOT AND SHOE WORKERS' UNION.—UNION STAMP CONTRACT.

Agreement entered into this —— day of ——, 190–, by and betweeen —— ——, shoe manufacturer of ——, hereinafter known as the employer, and the Boot and Shoe Workers' Union, with headquarters at 620 Atlantic avenue, Boston, Mass., hereinafter known as the union, witnesseth:

First. The Union agrees to furnish its union stamp to the employer free of charge, to make no additional price for the use of the stamp, to make no discrimination between the employer and other firms, persons, or corporations who may enter into an agreement with the Union for the use of the union stamp, and to make all reasonable effort to advertise the union stamp, and to create a demand for the union-stamped products of the employer in common with other employers using the union stamp.

Second. In consideration of the foregoing valuable privileges, the employer agrees to hire, as shoe workers, only members of the Boot and Shoe Workers' Union, in good standing, and further agrees not to retain any shoe worker in his employment after receiving notice from the Union that such shoe worker is objectionable to the Union, either on account of being in arrears for dues, or disobedience of Union rules or laws, or from any other cause.

Third. The employer agrees that he will not cause or allow the union stamp to be placed on any goods not made in the factory for which the use of the union stamp was granted.

Fourth. It is mutually agreed that the Union will not cause or sanction any strike, and that the employer will not lock out his employees while this agreement is in force.

All questions of wages or conditions of labor, which can not be mutually agreed upon, shall be submitted to

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The decision of this board of arbitration shall be final and binding upon the employer, the Union, and the employees.

Fifth. The Union agrees to assist the employer in procuring competent shoe workers to fill the places of any employees who refuse to abide by section four of this agreement, or who may withdraw or be expelled from the Boot and Shoe Workers' Union.

Sixth. The employer agrees that the union collectors in the factory shall not be hindered or obstructed in collecting the dues of members working in the factory.

Seventh. The employer agrees that the general president, or his deputy upon his written order, may visit the employees in the factory at any time.

Eighth. The employer agrees that the union is the lawful owner of the union stamp.

Ninth. The Union agrees that no person except the general president, or his deputy upon his written order, shall have the right to demand or receive the union stamp from the employer.

Tenth. Should the employer violate this agreement, he agrees to surrender the union stamp or stamps in his possession to the general president, or his deputy upon his written order, and that the said general president, or his deputy, may take said stamp or stamps, wherever they may be, without being liable for damages or otherwise.

Eleventh. In case the said employer shall for any cause fail to deliver the said stamp or stamps to the general president, or his deputy, as provided in this agreement, the employer shall be liable to the general president in the sum of two hundred (200) dollars, as liquidated damages, to be recovered by the general president in an action of contract, brought in the name of the general president, for the benefit of the Union, against the employer.

Twelfth. This agreement shall remain in force until ——.

Should either party desire to alter, amend, or annul this agreement, it shall give a written notice thereof to the other party three months before expiration of the agreement: and if the parties fail to give such notice, the agreement shall continue in force for another year, and so on from year to year until such notice is given.

Thirteenth. In case the employer shall cease to do business, or shall transfer its business, or any part thereof, to any person or persons or corporation, this agreement shall be ended, and the stamp or stamps shall be returned to the general president forthwith without demand from the Union, when a new agreement of similar tenor as this may be entered into.

(Signed)

By —— ——,
For the Employer.

By —— ——,
For the Union.

[SEAL.]

At a legal meeting of local —— No. ——, the foregoing contract was approved.
union or council

(Signed)

{—— ——, *Pres.*
{—— ——, *Sec'y.*

[LOCAL SEAL]. *Local Union —— No. ——.*

IX. BREWERY WORKMEN.

1. Agreements with employers generally.—The National Union of Brewery Workmen makes it a practice to obtain annual or biennial agreements with employers, if possible, wherever local unions are organized. Separate agreements are made for brewers and maltsters, for drivers, and for engineers and firemen. These agreements usually, if not uniformly, provide for the exclusive employment of union men. In other words, the union undertakes to completely unionize those establishments in which it gains a footing. Rates of wages and hours of labor are prescribed, and although these are not uniform throughout the country, approximately the same conditions are established in each case. This is the natural result of the requirement that agreements shall be approved by the national executive board of the union. Provision is made for the laying off of men in turn, for not longer than one week at a time, during the dull season. Regulations are frequently made regarding apprenticeship, limiting the number of apprentices and fixing the duration of apprenticeship. Many agreements provide for the settlement of grievances arising from violations of the contract, by an arbitration committee, consisting of two representatives of the union and two of the employers, the four so chosen to appoint a disinterested fifth member.

The secretary of the union states that this system of agreements "works wonders when both parties live up to it." The national officers urge the local unions not to bring cases before the arbitration board unless they are sure they are in the right. Nevertheless the secretary declares the decisions of arbitrators have been generally in favor of employers, even where the right was clearly on the side of the union.

2. St. Louis agreement.—The following agreement between some of the great breweries of St. Louis and the Brewers' and Maltsters' Union of that city is typical of the agreements in the brewery trade:

AGREEMENT OF BREWERS AND MALTSTERS' UNION NO. 6, ST. LOUIS, MO.

SECTION 1. From and after the date of this agreement no brewers or maltsters shall be employed who are not members in good standing of Brewers and Maltsters' Union No. 6, and the Brewery Workmen's National Union, and all such brewers and maltsters shall, as heretofore, be engaged through the labor bureau of the above-mentioned organization.

SEC. 2. Hours of labor: Nine (9) consecutive hours shall constitute a day's work. With the exception of loading beer, work shall not commence before seven o'clock in the morning and last not longer than till five o'clock p. m. Fifteen (15) minutes shall be allowed for lunch and one (1) hour for dinner. No Sunday work shall be done, excepting loading beer.

Each maltster shall have one day off weekly. For maltsters fifty-four (54) hours shall constitute a week's work.

The following shall be considered as brewer's work: All work in the malt house, brewhouse, fermenting room, cellars, and washhouse, also the handling of all full and empty cooperage inside of the brewery buildings (flagging kegs, making new hoops, and repairing cooperage shall be considered as cooper's work).

All raw materials used in the manufacture of beer shall be handled by brewers after they have been carried out of the cars and come into the brewery buildings. Union malt shall be given the preference.

No man stamping or labeling the kegs who is not a member of L. U. No. 6 shall be allowed to do the work of men in the racking room, as racking and handling kegs, or cleaning the racking room, tanks, and implements in the same. Work in the racking room shall be considered as cellar work, shall be paid for as such, and be under the control of the first man in the cellar.

SEC. 3. Wages payable weekly. The wages for washhouse men shall not be less than fourteen dollars ($14.00) per week. The wages for men employed in the cellars, fermenting room, malt house, and kettle department shall not be less than fifteen dollars ($15.00) per week, and overtime shall be paid to the above-named workingmen at the rate of fifty (50) cents per hour. Overtime shall only be worked in case of emergency, and shall not be taken out.

Night work in the malt house shall alternate monthly or shall be paid for at the rate of sixteen dollars ($16.00).

SEC. 4. During the dull business season no workmen shall be discharged, but the men, including the apprentices, shall be laid off in turn without any partiality and for not longer than one (1) week. This does not apply to the first man of each department, provided he has steady work in his department.

The workingmen shall, as heretofore, receive their beer free of charge during working hours.

No workman shall lose his position on account of sickness.

All workmen shall have the liberty to live and board where they choose.

Work on Labor Day and the first of May shall be considered as Sunday work, and shall be paid for as such.

No member shall be discriminated against for doing committee services. The positions of first men shall be filled in the future by union men only.

SEC. 5. One (1) apprentice shall be allowed for the first fifteen (15) workmen and one (1) for every additional twenty-five (25) workmen. No apprentice shall at the time of his engagement be under sixteen (16) or over twenty (20) years of age, and his term of apprenticeship shall be three (3) years. All apprentices shall make applications for membership to the Union at the time of their employment.

SEC. 6. All grievances about violations of the above shall be decided by an arbitration committee, consisting as follows: Two men to be chosen by Brewers and Malsters' Union No. 6, and two be chosen by the representative firm, and in case of disagreement, the four (4) so chosen shall appoint a disinterested person as a fifth member, and whose decision shall be binding on both parties.

It is understood that the decision of the executive committee of the Trades and Labor Union of July 3rd, 1899, shall form part of this agreement.

This agreement to continue and remain in force and effect for the term expiring June 1st, 1901.

Witness our hands and seals:

St. Louis, Mo., July 3rd, 1899.

ANHEUSER-BUSCH BREWING ASSOCIATION,
AUG. A. BUSCH, *Vice-President.*
WM. J. LEMP BREWING COMPANY,
H. VAHLKAMP, *Secretary.*
CONSUMERS' BREWING COMPANY,
THEODORE HEROLD, *President.*
BURTON ALE AND PORTER BREWING COMPANY,
J. M. FRIEDRICH, *President.*

The same employers in St. Louis, together with certain others, have a joint agreement with the local union of brewery firemen, affiliated with the National Union of Brewery Workmen. This is somewhat less detailed than the brewers' agreement, but is broadly similar in character, fixing wages, hours and causes of discharge, regulating the laying-off system, and providing for the arbitration of grievances.

Another important agreement is that between the employing brewers of Cincinnati, Ohio, and Covington and Newport, Ky., and the Brewers and Maltsters' Union of that vicinity. This is nearly identical with the St. Louis agreement, both as to hours, wages, apprenticeship, arbitration, etc. In the same cities there is also an agreement covering the drivers and stable men. This contains no provision for arbitration. An important provision in it is that an employee injured by an accident, through no fault of his own, shall receive half his wages until he is well.

3. New York City lager beer brewers.[1]—Agreement of Brewers' Union No. 1 of the National Union of United Brewery Workmen of the United States, and employing brewers of Manhattan, Bronx, and Richmond boroughs, New York City:

First. Only members of the National Union are to be employed, with the exception of foreman, assistant foreman, and apprentices. The foreman and assistant foreman shall be prohibited from performing work appertaining to the workmen.

Second. Workmen recommended by saloon keepers are not to be employed. Every workman shall be at liberty to reside or board where he chooses.

Third. Only members holding a working card of Brewers' Union No. 1 shall be employed.

Fourth. Workmen shall be discharged only for good reasons. Sickness is no excuse for a discharge upon convalescence.

Fifth. To avoid discharges during the winter season the workmen shall be laid off in rotation impartially for one week (or all the men shall stop for one day in the week).

Sixth. No member will be permitted to perform work appertaining to driver, fireman, or engineer. The coopers shall not do any brewery work unless they are members of Brewers' Union No. 1.

Seventh. One apprentice will be allowed to every twenty-five workmen, but he must not be above the age of 21 years.

Eighth. (*a*) Ten hours, in twelve consecutive hours, including two hours for meals, constitute a day's work. (*b*) In case overtime is necessary this must be paid extra at the rate of fifty cents per hour, and all such time can not be made up at a later date. (*c*) Six working days shall be a week, while necessary work on Sunday must not exceed two hours, for which extra and double compensation is to be paid; watchmen who work seven days per week shall be allowed a free day every month, and receive full pay for same. (*d*) On Labor Day three hours of labor, ending at 7 o'clock a. m., shall

[1] Bulletin New York Bureau of Labor, June, 1900.

be performed; on May 1st work shall not exceed five hours. Full wages shall be paid for both of these days. All labor performed after these hours must be paid extra.

Ninth. The wages are to be paid weekly, as follows: First man in washhouse, $18; all others, $16. Workmen in the fermenting room, cellar, kettle, or malt miller shall receive $18 per week.

Tenth. During the working hours the workmen shall receive beer free of charge, and where the ticket system prevails the tickets are to be distributed in sufficient quantities.

Eleventh. This agreement is valid for one year, commencing April 16, 1900, and ending April 16, 1901.

X. BUTCHERS AND MEAT CUTTERS.

The secretary of the Amalgamated Meat Cutters and Butcher Workmen says that the organization gets written agreements with employers whenever it is possible, and that about 15 per cent of the locals have them. Experience with them has been favorable. They often include agreements for arbitration of all differences, and differences have been arbitrated under them in many cases with satisfactory results. Among others the Armour Company, the S. and S. Company, and Jacob Dold have submitted differences to arbitration, with results satisfactory to the workers. The Retail Protective Association of Utica, New York, has furnished another instance. The following is the form of agreement which the union seeks to secure from individual retail dealers. It does not provide for arbitration:

CONTRACT BETWEEN THE RETAIL BUTCHERS OF THE TOWN OF ——, STATE OF ——, AND THE AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, A. F. OF L., LOCAL UNION NO. ——.

1. All employees, except bookkeepers, agents, barnmen, and delivery boys, not cutting meat, must be members of local union No. 12, A. M. C. and B. W. of N. A.
2. When a vacancy occurs only members of the Union are to be employed, extra help for short periods excepted.
3. Working days shall not exceed 12 hours, six working days to be considered a full week, except as otherwise provided in this contract; Saturdays and two evenings before Thanksgiving and Christmas, and one evening before every other holiday excepted.
4. This to apply to markets only.
5. From 6.30 a. m. to 10 a. m. shall be considered a full day when it occurs on a holiday.
6. Shortening of hours shall not cause a reduction of wages.
7. All overtime must be paid at the rate of time and a half, Sunday work at the rate of double time, and Sunday work to be done only when absolutely necessary.
8. Markets to be kept open from 6.30 a. m. to 6.50 p. m. from January 1st to July 1st, and from July 1st to January 1st from 6 a. m. to 7 p. m., men to start cleaning up at 6.30 p.m.
9. I do further agree that my market shall be kept closed on Sundays and legal holidays, except as otherwise provided in this contract.
10. This agreement to go into effect ——, and expires ——.

(Signed) —— ——.

[SEAL.]

—— ——, *President.*
—— ——, *Secretary.*

XI. CLOTHING AND TAILORING TRADES.

The agreements in the clothing trades do not usually cover any except the higher branches of the trade, or if agreements are made in the more poorly paid branches they are usually of little strength.

The more highly skilled workers in these trades largely belong to the Journeymen Tailors' Union of America. Agreements are frequently made between local branches of this organization and individual employers or organizations of employers. For example, an agreement adopted by the merchant and journeymen tailors of Springfield, Ill., on April 7, 1900, fixes the prices for making different classes of garments, and for doing extra work, in detail. The employers signing this agreement promise to employ only union workmen and not to employ more than one man by the week. The secretary of the Tailors' Union says that it is the policy of the union to obtain written agreements with employers, and that the effects of the custom are excellent. Such agreements are not often violated. The attitude of employers toward the organization is reported as generally friendly. Conciliation and voluntary arbitration are favored by the rules of the union, and hundreds of cases are settled every year by these methods. The union appealed to the State board of arbitration of Illinois in 1900 for help in settling a dispute in Chicago, but arbitration was refused by the employers.

The secretary of the Garment Workers of America, an organization including many unions of less skilled workers, reported in October, 1900, that the organization had written agreements with 92 manufacturers, employing 12,000 members. Experience had been favorable to the use of such agreements, and there had been no important violations or evasions of them. They usually provide for the exclusive employment of union men, and the use of the union label. The organization

has made frequent use of arbitration (i. e., usually conciliation), which is usually provided for in these agreements, and the results have been satisfactory to both sides. No failure to abide by the decisions of arbitrators is reported. The secretary mentions a single case of appeal to a State board of arbitration, in which the award called for recognition of the union, as demanded by the members, and for a compromise upon the question of wages. The following is a blank form of agreement used by the Garment Workers:

AGREEMENT.

This agreement, entered into by and between the firm of —— ——, party of the first part, and the United Garment Workers of America, party of the second part,

Witnesseth, that in consideration of the use of the union trade label of the party of the second part the party of the first part agrees to abide by the following rules and conditions governing the same:

1st. All employees engaged in the manufacture of garments for the party of the first part must be good-standing members of the party of the second part.

2nd. All proper sanitary conditions shall be observed in all shops manufacturing goods for the party of the first part, who especially agrees to comply with all the requirements of the State laws relating to workshops.

3rd. The said label shall be in charge of a responsible member of the Union employed in said shop, who shall keep an account of the same.

4th. The party of the first part shall abide by the Union conditions observed in the respective branches of the trade.

5th. Should any differences arise between the firm and the employees, and which can not be settled between them, the said differences shall be referred to the general officers of the U. G. W. of A. for mediation and arbitration.

6th. The party of the second part agrees to exert all its power as a labor organization to advertise the goods and otherwise benefit the business of the party of the first part.

7th. The party of the first part agrees to return all union trade labels that may be in its possession in the event of the termination of this agreement or discontinuance of business.

This agreement shall go into effect on the —— day of ——, 190–, and terminate one year from said date.

Signed by the party of the first part.

—— ——.

Signed by the party of the second part.

[SEAL.] —— ——.

Agreements have been made from time to time between the various garment workers' organizations in New York City and Brooklyn, some of which are affiliated with the Garment Workers of America and others not, and the employers and contractors in these trades. These agreements have frequently been the outcome of long strikes and have not prevented the occurrence of similar strikes at the opening of the next regular season of work. They are often violated by the contractors, who are themselves in many instances very irresponsible. Nevertheless the system has resulted in somewhat greater stability than formerly existed. The text (with some condensations) of one of the most elaborate of these agreements follows:[1]

Memoranda of agreement made by and between ——————, composing the firm of ——————, of the Borough of Manhattan (or Brooklyn), city of New York, parties of the first part, and the United Brotherhood of Cloak Makers No. 1 of New York and Vicinity, a cooperative association of cloak makers, duly incorporated under the laws of the State of New York, party of the second part, to wit:

Whereas the said parties of the first part want to secure for their cloak factory the help and services of skilled mechanics; and,

Whereas the said party of the second part undertakes to render to the said parties of the first part such services,

That the said parties of the first part do hereby engage the said party of the second part to perform the tailoring, operating, finishing, and pressing work required in their cloak factory, occupying the premises known as ——————, in the city of New York, for the term commencing on the date hereinafter mentioned and ending on the 1st day of July, 1901, and that the said party of the second part does hereby agree to do all said work and to keep the said parties of the first part at all times fully supplied with help required to do their work, at the prices hereinafter mentioned: *Provided*, That all the work aforementioned shall be given by the parties of the first part to the party of the second part. And the parties of the first part agree that no part of the said work required to be done in their said cloak factory shall, during the continuance of this agreement, be given away by them to any other person or persons but to the said party of the second part.

And it is expressly understood and agreed by and between the said parties that, in order to carry out this agreement, the party of the second part shall engage a sufficient force of its members, for the full term of these presents, to perform the work of the parties of the first part, so that at all times whenever a sign or bill reading "Help Wanted," or substantially the like, shall be posted on the outer door of the said factory, as many of the members of the party of the second part as may not at such times be otherwise employed shall and will, without further notice, call at the said factory to do the work therein required at the prices hereinafter mentioned.

[Wages to be paid.—For pressing, $16 a week to men, $12 to women; no helpers to be employed by parties of the first part. Other work to be paid for according to scale of prices embodied in the agreement, but too long and technical to be here reproduced. Prices on new styles or garments not therein included to be determined by employer and committee of the operators and tailors employed in his factory.]

[Provides for individual record books to be furnished to workers by employer, who is to enter prices of work and check off same when delivered.]

[Provides that employer shall credit the Union with work performed by its members, with whom, however, he may account individually and directly.]

[Provides for weekly payment of wages.]

[1] Bulletin of the New York Bureau of Labor.

[Provides that no members of the Union shall be laid off in dull season, but that work shall be equally distributed among all employees.]

[Provides that employer may discharge any employee for poor workmanship or bad behavior, but for no other reason, it being expressly stipulated that no dismissal shall follow participation in an organized movement to advance or maintain the rate of wages.]

[Permits employers to give orders to contractors, who shall, however, employ only members of the organization, and in case of their failure or refusal to make compensation for work done, the employer becomes responsible. The employers shall not be held responsible for any other breaches of contract on the part of contractors, but they shall upon notice from the Union discharge a contractor for violation of his agreement.]

[Working hours to be from 8 a. m. to 6 p. m. with one hour's intermission for luncheon; overtime to be allowed in the month of March up to 9 p. m.; one day each week to be a day of rest.]

[Work to be done on employer's premises and none given to the employees to take home.]

[Samples to be made by inside hands at the rate of $18 a week to each workman.]

And the party of the second part agrees that during the continuance of this agreement there shall be no strikes nor any similar troubles or interruptions, through the fault of its members, in the business of the parties of the first part: *Provided*, That the party of the second part shall have the privilege to have a shop delegate selected from among the hands therein employed, to preserve order among them, and that a duly authorized officer, representative, or committee of the said party of the second part shall have access once a week, or in case of disputes, on any day, to the said factory to confer with the hands therein employed.

That this agreement shall take effect at once and continue until the first day of July, 1901.

That the fees of counsel retained by the party of the second part to draw this agreement shall be paid by both parties equally.

And furthermore this agreement witnesseth:

That whereas it is understood and agreed by and between the said parties that in the event of a breach of this agreement by the parties of the first part, the said party of the second part would suffer great losses and damages, the amount whereof is incapable of exact ascertainment by computation or otherwise,

Now, therefore, it is further agreed by and between the said parties:

That in the event of a breach of any of the covenants, conditions, or provisions of this agreement by the said parties of the first part, they shall pay to the said party of the second part the sum of dollars as liquidated damages, it being, however, understood and agreed that the damages which may be sustained by the parties of the first part, in the event of a breach of contract by the party of the second part, shall not be liquidated hereunder, and they shall be entitled to recover the full amount of damages in each case actually sustained.

That the faithful performance of this agreement by the parties of the first part shall be secured by a bond of the sum of dollars.

It should be noted as a remarkable feature of the foregoing agreement that the labor organization requires from the employer a bond for the faithful performance of his agreement. In the agreements made by the vest makers the contract gives a promissory note, negotiable upon violation of the agreement, in the sum, usually, of $10 for each machine operated. This requirement of notes and bonds is a very general practice among the unions of this trade in New York City. The conditions are peculiar. They are an outgrowth of the sweating system, wherein the employers are small contractors without property or reputation, and where, on the other hand, the unions themselves are composed of a class of people peculiarly unadapted to continuous organization, namely, the Russian Jews. The union hopes by means of a contract to compel the employer to carry out by legal enforcement what they themselves hardly expect to accomplish by organization.

As an evidence of the weakness of this form of agreement, which depends upon the courts, is the decision of one of the New York courts of inferior jurisdiction holding that a contract like the foregoing is not binding upon the employer, since it was obtained under duress. The union, therefore, which, owing to its own weakness, was unable to enforce its contract, found that also the extraneous help of legal character could not be relied upon. In order to meet this decision of the New York court the agreements of the vest makers' union have attached an affidavit of the contractor to the effect that he acknowledges that the agreement is made freely and voluntarily and not under duress. It is questionable whether the court would not also go back of this affidavit and declare that it, too, had been given under duress. In some cases, however, the New York City courts and intermediate State courts have held these contracts binding and legal despite provisions for exclusive employment of union men, which courts sometimes hold to be unlawful. The matter has not been carried to the highest court of the State. Following is a copy of the affidavit signed by a contractor to an agreement of this kind made with the vest makers' union:

CITY AND COUNTY OF NEW YORK, *ss:*

On this 18th day of August, 1901, before me personally appeared —— and —— [employing contractors], and, being duly sworn, acknowledged to me that they are the individuals who executed the within agreement freely and voluntarily for the purpose of obtaining and affording the employment of skilled hands, and for no other purpose whatsoever other than herein enumerated.

(Signed) ——.
Notary Public, New York County.

It will be observed that the damages which the union may collect under the contract last above quoted is liquidated at $500. If the contractor breaks the agreement in any way, this fixed amount, and no more, can be collected. While the contractor is subject to no limit as to the damages collectible, he also has no fixed amount which he can demand for any violation, but must affirmatively prove the amount of damages actually suffered—a thing very difficult to do.

XII. ELECTRICAL WORKERS.

The secretary of the National Brotherhood of Electrical Workers reports that employers are generally friendly toward his union, and that it has, in many cases, secured written agreements with them, usually as individuals. The effect of such agreements is found to be good, and he knows of no violations of them. The brotherhood habitually deals with employers through committees or members of the executive board, and seldom finds it necessary to resort to outside arbitrators. Agreements appear, however, often to provide for reference of minor disputes to a board consisting of one or more members chosen by each side, with an odd member selected by them if necessary. Agreements often provide for exclusive employment of union men.

An agreement made between the local lodge of the electrical workers at Washington and the various individual employers, for the year 1899, provides for an 8-hour day, for minimum wages of $3 a day, and for the payment of overtime at 1½ times the regular rate, with double time for Sundays and holidays. The number of apprentices and helpers is limited to one for every four journeymen employed. No employer signing the agreement is allowed to employ any except members of the union. All differences arising under the agreement are to be referred to an arbitration committee, consisting of one member of the union, one contractor, and a third party not directly interested, selected by the first two.

New York City electrical workers.[1]

AGREEMENT BETWEEN —— ——, CONTRACTOR, AND BROTHERHOOD OF ELECTRICAL WORKERS No. 3.

It is hereby agreed, by and between —— —— (contractors), party of the first part, hereinafter called the contractor, and the Brotherhood of Electrical Workers No. 3, of New York, party of the second part, hereinafter called the union:

First. That this agreement shall apply only to all electrical work undertaken by —— ——, the contractor, within the territory covered by a radius of twenty-five miles, with New York City Hall as its center.

Second. That this agreement shall go into effect May 1, 1900, for a period of two years, to May 1, 1902, and if any change is contemplated by either party at its termination, notice in writing shall be given by the party contemplating the change, stating fully what the proposed change is, at least three months prior to the expiration of the agreement, such notice to be legally served upon the other party, and that if no such notice is received at least three months prior to the expiration of this agreement it shall continue in force for another year subject to another similar three months' notice.

Third. Any contractor signing this agreement shall employ No. 3 men exclusively on all electrical construction work undertaken by said contractor within the twenty-five mile limit.

Fourth. In the event of a dispute, a conference shall be held by a committee within twenty-four hours after notice is served, consisting of three union electrical contractors employing No. 3 men chosen by the contractor, and three members of the union, who shall endeavor to adjust same. A failure to attend conference within twenty-four hours shall be considered a violation of this agreement. Expenses of this committee shall be borne by the party against whom the decision is rendered. A fine of $50 shall be imposed upon the party found guilty at the conference or on decision of umpire.

Fifth. All applicants for membership, or for helper's examination for journeyman, shall be obliged to pass an examination by a board of examiners, composed of union journeymen.

Sixth. That as all differences under this agreement are to be settled by arbitration, no strike or lockout shall be ordered by either party hereto, it being understood, however, that any sympathetic strike or lockout, in which either party is obliged to take part on account of its affiliation with any central body of employees or employers, shall not be considered a violation of this agreement. It is also agreed that the contractor shall during such sympathetic strike hire no new men until the striking men are employed first. The union reserves the right to refuse to work on any job where other than members of this union are employed on electrical work.

Seventh. That no rules or by-laws shall be made or continued in force by either party which in any way conflict with the provisions of this agreement.

Working rules to be observed by both parties:

Rule 1. The hours of labor shall be eight hours per day, to be performed between the hours of 8 a. m. and 5 p. m. for five days per week, and from 8 a. m. to 12 noon on Saturdays.

Rule 2. That all work done between 12 m. and 5 p. m. on Saturdays be paid for at double the rate of wages.

Rule 3. Any labor performed before 8 a. m. or after 5 p. m. shall be paid for at double the regular rate of wages. All labor performed on Sundays and all legal holidays shall be paid for at double the regular rate of wages.

Rule 4. Workmen shall be classified as follows:

Journeyman.—A man who has worked five years at the trade and who has successfully passed examination provided herein and has been admitted to the union.

A helper is a member who has passed an examination for work specified by the union and has worked two years at the trade.

An apprentice is a boy registered by the union, who is employed to do errands, carry material to or on job, attend lockers, and assist journeymen in testing, but for no other purpose; apprentices must not encroach on the work of helpers or work with tools.

An applicant for apprentice card must be under 19 years of age. He must serve with union apprentice card for two years, or equivalent thereto, satisfactorily to the union.

All apprentices must report to the union quarterly for renewal of cards, or to the executive board

[1] Bulletin of the New York Bureau of Labor, June, 1900.

of the union in case of change of employer. Any failure to comply with above rule forfeits apprentice card. Each shop is entitled to one apprentice. Shops having more than ten journeymen are entitled to one apprentice additional for each additional ten journeymen.

Rule 5. Each contractor is entitled to place one helper to each two journeymen on each job.

Rule 6. Helpers may do journeyman's work while actually helping such journeyman, but must never work alone on any job or part of a job.

Rule 7. All members of the union shall be paid weekly in United States currency and before 5 p. m. and when pay day is on Saturday before 12 m. noon, and not more than three days' pay shall in any case be held back in any one week.

Rule 8. In going from the shop to his work, or from his work to the shop, or from job to job, each workman shall receive from his employer the necessary car fare.

Rule 9. Manhattan Island south of One Hundred and Fifty-fifth street and Brooklyn within the old city line shall be known as the city district. Outside of the city district workmen shall be allowed traveling time and expenses.

Rule 10. From May 1, 1900, to May 1, 1902, the wages of journeymen shall be $4 per day of eight hours, from 8 a. m. to 5 p. m., for five days in a week, and $2 for four hours on Saturday, from 8 a. m. to 12 noon.

Rule 11. The foreman shall receive fifty cents per day in excess of the pay of a journeyman.

A foreman.—Any member having charge of construction shall be classed as a foreman.

Rule 12. The pay of the helpers shall be at the rate of $2.50 per day of eight hours, five days in a week, and $1.25 for four hours on Saturday, from 8 a. m. to 12 noon.

Rule 13. When employees are laid off they shall receive their wages in full on job at time of laying off, or at the office before 5 o'clock, in the employer's time.

XIII. HATTERS.

The secretary of the United Hatters of North America reports that arbitration is constantly used for the settlement of disagreements, and the results of it are described as excellent. The hatters agree with their employers upon written bills of prices, usually for 6 months, but sometimes for longer periods. Each shop has power to regulate its own prices with the consent of the local executive board, and the constitution forbids the annulling of any agreement before its expiration, provided the employer lives up to it.

XIV. HOTEL EMPLOYEES AND BAR TENDERS.

In answer to an inquiry as to the attitude of employers toward the organization, the secretary of the Hotel and Restaurant Employees International Alliance replies: "As a general thing they must be friendly." The majority of the locals make annual agreements with employers, usually as individuals, and such agreements are believed to be advantageous to both sides. These local agreements frequently contain provisions for arbitration of disputes arising under them. The organization is well satisfied with the results of arbitration. The question of hours has been arbitrated in several cities with satisfactory results. A typical agreement follows. It will be seen that it represents chiefly demands on the part of the union.

AGREEMENT.

SEATTLE, WASH., ———, 190—.

In consideration of the signing of this agreement by ——— ———, part— of the first part, in the city of Seattle and State of Washington, the Cooks and Waiters' Union No. 239, party of the second part, in the city of Seattle and State of Washington, agree to furnish reliable help ——— ———, part— of the first part, in turn agreeing to abide by the scale of prices and hours of labor of the aforesaid Cooks and Waiters' Union No. 239, party of the second part.

And be it further agreed by ——— ———, the part— of the first part, and the Cooks and Waiters' Union No. 239, party of the second part, that the hours of labor shall not exceed ten (10) hours per day for waiters and eleven (11) hours per day for cooks.

This agreement shall be binding on both parties and shall only be terminated on written notice of at least thirty (30) days.

No changes or alterations in this scale shall be made without due notice of at least thirty (30) days being given by the Cooks and Waiters' Union No. 239.

It is further agreed that none but members of this union shall be employed in any department of the aforesaid part— of the first part.

Be it further agreed that ——— ———, the part— of the first part, shall secure all help through the business agent of the Cooks' and Waiters' Union No. 239, who has an office and telephone.

And it is further agreed that the business agent of the Cooks and Waiters' Union No. 239, party of the second part, shall have access to all departments in the establishment of ——— ———, part— of the first part.

——— ———. ——— ———.
——— ———. ——— ———.

SCALE OF PRICES.

The following scale of prices of the Hotel and Restaurant Employes' Union No. 239 will go into effect May 1, 1901. The classification following only governs cooks and waiters.

WAITERS.

Short shifts of five hours, per shift	$1.00
First-class houses, per week	12.00
Second-class houses, per week	10.50

ne-hour lunch or dinner	$0.50
anquets, full dress	5.00
anquets, plain dress	3.00
xtra shifts, by hour	.35
ll commission work	per cent.. 15
irst-class hotels, per month	35.00
econd-class hotels, per month	35.00

The following is the minimum scale for cooks. This does not prohibit superior workmen from receiving a larger wage.

FIRST-CLASS HOTELS.

	Per month.
lead cook (chef)	$100.00
econd cook	75.00
hird cook	50.00
roiler cook	60.00
egetable cook	40.00
ry cook	50.00
ish washer	30.00
an washer	30.00
antry man	35.00
ard man	30.00

SECOND-CLASS HOTELS.

Head cook	$75.00
Second cook	50.00
Fry cook or broiler	40.00
Vegetable cook	30.00
Dish washer	30.00

[Other details omitted.]

XV. LEATHER WORKERS.

The attitude of employers toward the United Brotherhood of Leather Workers on Horse Goods is described as generally friendly. The union tries to secure written agreements with employers as to wages, hours, etc., and the secretary reports that it succeeds in nearly every instance. The working of such agreements is found to be satisfactory. The policy of the organization is to settle all disputes by arbitration, when an agreement can not be reached by mutual discussion. Agreements for the use of arbitration have been made in many cases, and have been found valuable. The secretary says that 4 employers have refused to arbitrate. The organization has never appealed to a State board of arbitration.

XVI. METAL POLISHERS, BUFFERS, AND PLATERS.

The president of the national organization of Metal Polishers (since amalgamated with the Allied Metal Mechanics) states that his organization tries to get written agreements with individual employers fixing wages and other conditions, and has got them in about 300 cases. They result in a more friendly feeling between the men and their employers. In many instances the agreements provide for the arbitration of disputes. Such agreements exist with the chandelier makers and the job shops in Boston, and with the chandelier makers in Chicago. The following is a copy of the form which the organization seeks to introduce. It is especially interesting to note the provision for reference of disputes to the State board of arbitration in States where such boards exist.

[Metal Polishers, Buffers, Platers, and Brass Workers' International Union of North America. E. J., Lynch, Int'l pres., 25 Third ave., N. Y. City.]

This agreement made and entered between —— ——, party of the first part, and the undersigned representing the Metal Polishers, Buffers, Platers, and Brass Workers' Union of N. A., party of the second part.

ARTICLE 1. The party of the first part hereby agrees to employ none but members of the above named organization, in good standing, who carry the regular working card of the organization, or those who agree to join the organization, if employed, within thirty days.

ARTICLE 2. The minimum rate of wages shall be as follows: Polishers $—— for —— hours, buffers $—— for —— hours, platers $—— for —— hours, molders $—— for —— hours, chandelier makers $—— for —— hours, finishers $—— for —— hours. However, should the majority of employers in our line of business consent to allow a nine-hour day in their respective shops, I hereby agree to do the same without reduction of pay. And it is further agreed and understood that all employees receiving more than the foregoing scale shall not be subject to any reduction in their wages by reason of the adoption of this minimum scale.

ARTICLE 3. Time and one-half shall be paid for overtime and double time for Sundays and the following legal holidays: Decoration Day, Fourth of July, Thanksgiving, and Christmas; but under no circumstances shall work be done on Labor Day.

ARTICLE 4. Apprentices shall belong to the organization and carry the regular working card of their craft.

ARTICLE 5. Apprentices shall be given every opportunity to learn all the details of their respective trades and shall serve three years. Any apprentice leaving his employer before the termination of his apprenticeship shall not be permitted to work under the jurisdiction of the organization, but shall be required to return to his former employer.

ARTICLE 6. It is mutually agreed that the Union will not cause or sanction any strike, and that the employer will not lock out his employees while this agreement is in force until submitted to a board of arbitration.

ARTICLE 7. All questions of wages or conditions of labor which can not be mutually agreed upon shall be submitted to the State board of arbitration for settlement, or to a board of arbitration, which board shall be composed of one person to represent the employer, one to represent the Union, and the two thus chosen to select a third. The decision of the board to be final and binding upon the employer, the Union, and the employees.

ARTICLE 8. This organization agrees to furnish, free of cost to any manufacturer signing this agreement, union labels, the same to be in the possession of a member of the organization. They shall be supplied from the headquarters through the different locals.

ARTICLE 9. The organization agrees to use all legitimate means to further the interest of the manufacturers who sign this agreement.

ARTICLE 10. This agreement shall remain in force until ——, ——. Should either party desire to alter, amend, or annul this agreement, it shall give a written notice thereof to the other party three months before the expiration of the agreement, and if the parties fail to give such notice the agreement shall continue in force for another year, and so on from year to year until such notice is given.

(Signed) By ——— ———.
For Employer.
——— ———,
For the Organization.

At a legal meeting of local No. —— the foregoing contract was approved.
[LOCAL SEAL.]
——— ———,
President.
——— ———,
Secretary.

The Metal Polishers have been trying to establish a national arbitration agreement with the National Metal Trades Association, the same organization which, in 1900, entered into a general agreement with the International Association of Machinists for the arbitration of disputes. President Lynch, of the Metal Polishers, was present at the conference between the National Metal Trades Association and the International Association of Machinists, in May, 1900, and, together with the officers of the Bicycle Workers, proposed to establish a similar agreement to that made by the Machinists. The National Metal Trades Association, doubtless feeling a desire to test the experiment with the Machinists before extending the system of arbitration agreements, postponed action on the proposition of the Metal Polishers and the Bicycle Workers. Further conferences, looking in the same direction, had also no result. In the meantime a movement has been instituted for the establishment of a federation between the Machinists, the Metal Polishers, and several other allied trades, under the name of National Metal Trades Federation. It is the avowed hope of those who are promoting this federation that it may ultimately enter into a system of agreements and arbitration with the employers of these allied trades. The breaking up of the agreement system between the Machinists and the National Metal Trades Association in the summer of 1901, has for the time postponed further movements in this direction. (See above, p. 357.)

XVII. STATIONARY FIREMEN.

The secretary reports that the Brotherhood of Stationary Firemen tries to secure written agreements with employers as to wages and other conditions of labor, and that 50 per cent of the members are working under such agreements. In all cases where arbitration has been necessary, the secretary reports that it has been used with satisfactory results. The attitude of employers toward the organization is described as friendly in most cases.

XVIII. STAGE EMPLOYEES.

The secretary of the National Alliance of Theatrical Stage Employees reports that the union undertakes to secure written agreements with employers as to hours and conditions of work before August 15 of each year. Such agreements have been obtained in about 97 per cent of the cases where the union is established. In many cases the agreements provide for the settlement of disputes by arbitration. The results of such agreements have been highly satisfactory to the union. The organization has appealed to State boards of arbitration in Michigan, Massachusetts, and Colorado, but the employers in each case refused to arbitrate.

XIX. STOVE MOUNTERS.

The secretary of the Stove Mounters' International Union reports that there exist some 8 or 10 written agreements with employers. The secretary regards the working of such agreements as satisfactory, but seems to feel no considerable enthusiasm for them. He says that the organization is always ready to submit disputes to arbitration or conciliation, and that where arbitration has actually been used the results have been satisfactory to the union.

The convention of this organization of 1900 instructed the executive board to prepare a printed form of agreement to be used between locals and their employers.

XX. TEXTILE TRADES.

The employees in nearly all of the textile trades are organized only to a very slight extent. The large proportion of female and child labor employed in these mills beyond question interferes with the development of labor organizations. Even where organizations exist they are much less able to control the conditions of labor than is the case in many other trades. We might accordingly expect to find that in the textile mills the conditions of labor are usually fixed practically by the employer rather than by collective bargaining between the employer and his workingmen. There are a few special branches of the textile trades requiring unusual skill in which the workingmen are more effectively organized and in which the conditions of labor are determined largely by negotiation and conciliation between the union and the employers. In several of these minor trades joint written agreements regulating the conditions of labor are adopted from time to time. These are described more fully below. They appear in general to have exercised a beneficial effect upon the relations between employers and employees.

The only national labor organization which has sought to bring together various different classes of textile workers is the International Union of Textile Workers, an organization as yet of comparatively little strength.

The secretary, however, reports that the attitude of employers is generally friendly to the organization; that in several instances written agreements with employers as to wages and other conditions have been obtained; that the effect of such agreements is always good; and that the organization favors arbitration and conciliation, and has in several instances been able to settle disputes by these means with very satisfactory results.

The secretary of the Cotton Mule Spinners' Association reports that his organization has made no effort to get written agreements with employers. He states that the association is always in favor of conciliation and arbitration, but it has found on many occasions that the idea of arbitration by an outside authority is distasteful to manufacturers. Most differences have been settled by mutual concession. The organization has never appealed to a State board of arbitration, but the Massachusetts State board has sometimes intervened of its own motion and helped in effecting a settlement.

The secretary of the Amalgamated Lace Curtain Operatives, which is a small body in a small trade, reports that the society makes contracts with employers for indefinite periods. Three such agreements have been made in the 8 years that the society has existed, and the last is now in force. They have promoted harmony between employer and employed, and no violations of them are known to have occurred. This society has been able to agree with its employers by methods of conciliation, but has not needed to resort to arbitration.

The secretary of the Association of Elastic Goring Weavers, another small organization, reports that the attitude of employers toward the organization is generally friendly, and that all the employers except one small one have signed the union list of prices, which is understood to carry union conditions. The organization favors arbitration, but has never had occasion to use it. All differences with employers have been settled by negotiation.

XXI. STREET RAILWAY EMPLOYEES.

The secretary of the Amalgamated Association of Street Railway Employees says that the Association tries to secure written agreements with employers as to wages, hours, etc. In July, 1900, such agreements were in force with about 25 companies, and the number increases yearly. The agreements are found to be very beneficial. They provide for the arbitration of any disputes, and arbitration has in several cases been effected under them.

The most elaborate system of agreements and arbitration so far secured by the Amalgamated Association of Street Railway Employees is that which is in force in Detroit. Mr. McMahon, secretary of the Association, says that formerly the joint agreements between the street railway company and the organization provided for the reference of each matter of dispute to a board of arbitration not composed of actual employers or employees in the business. Each side was to select one arbitrator, and these two were to select a third. In practice each side maintained one arbitrator constantly, and each of these arbitrators felt that he must decide invariably in favor of his own side. Moreover, there were an unduly large number of cases brought before this board of arbitration; as many as 100 in two years. Both sides grew weary of the system. It was next proposed to introduce a large joint board for discussing disputed questions. All of the division superintendents were to represent the company, and an equal number of members of the union to represent the employees. The employees, however, looked upon this scheme with suspicion, and it was abandoned. Now, the agreement provides for a board of review in cases of dispute. If the division superintendent of the road and the business agent of the union can not reach an agreement, the matter is referred to this board of review. So far, every case which has come before it has been satisfactorily decided. The Detroit organization, however, is disposed to refer disputes to outside arbitrators, if necessary.

The system of joint agreements has been introduced in a number of smaller cities, such as Newcastle, Pa., Ann Arbor, Mich., and Houston, Tex. In most of these cases the company agrees to employ only union men. The agreement fixes wages and usually provides for arbitration. The Ann Arbor agreement, which covers the trolley line between Detroit and Ann Arbor, provides that the company may employ any man it sees fit, but that he must join the union within 90 days or be discharged.

XXII. TOBACCO AND CIGAR WORKERS.

The secretary of the Tobacco Workers' International Union reports that the union tries to secure written agreements with employers as to wages, etc., and has got them in most cases where the attempt has been made. They are believed to promote harmony between employers and employees. They provide for the use of the union label.

The union is not on friendly terms with the two great corporations, the American Tobacco Company and the Continental Tobacco Company, which control a large part of the tobacco trade. These companies have for years been boycotted by the American Federation of Labor because of their disputes with the Tobacco Workers, and the Tobacco Workers' organizers and agents do their best to induce union men to refuse to use "trust" tobacco, and to induce dealers to refuse to keep it.

The constitution of the Cigar Makers' International Union has the following provision:

> The executive board shall be empowered to appoint one or two members of the International Union with instructions to arbitrate, in conjunction with a committee of local union, any difficulty affecting the members. Should the terms of settlement not be agreeable to the union involved, but if approved by the arbitrators appointed, the executive board shall have power to submit said terms to a vote of the local unions, when, if approved, they shall be binding upon all the members of the International Union.

The president of the organization says that the cigar makers seldom try to get written agreements with employers as to wages or other conditions of work. "Annual agreements make annual strife." He declares that the cigar makers believe in conciliation and arbitration, but that it should be carried out between the employers and the employees involved if possible.

XXIII. WOOD AND FURNITURE WORKERS, COOPERS, ETC.

1. Woodworkers' International Union.

The various local organizations of woodworkers and furniture makers are now for the most part affiliated with the Woodworkers' International Union. The organization is quite strong in many cities, and has very generally succeeded in persuading employers to negotiate with the union officials regarding the conditions of labor. The secretary of the international organization reports that the union tries to secure written agreements with employers regarding the conditions of labor, and that such agreements have been secured in most of the large cities.

In most instances these agreements are made with individual employers, but in a few cases associations of employers exist with which the local unions enter into agreements. These agreements usually provide for the settlement of disputes by arbitration, although there is no arrangement in most cases for the renewal of the agreements themselves by any formal method of conciliation or arbitration. These agreements appear usually to provide for the exclusive employment of union men.

One of the most important agreements in the woodworking trade is that made from year to year between the Mill Men's Club of Cook County, Ill., and the Amalgamated Woodworkers' Council of Chicago. These agreements are formally adopted by the arbitration committees of the respective organizations in a joint meeting. They provide for the use of the union stamp. Piecework is excluded, and rates of wages for day labor are established. The number of apprentices is limited to 1 for every 10 bench men and 1 for every 5 machine men. The joint committee by which the agreements are adopted is constituted an arbitration committee to settle disputes. Should the committee fail to reach an adjustment, it shall name 3 disinterested persons to act with it.

The following is the ordinary form used by the local unions of woodworkers in their agreements with employers. Its provisions are somewhat similar to those in the Chicago agreement just described. It will be observed that provision is made for settlement of disputes by arbitration. The employer is to appoint 1 member of a board, the local union another, and these are to select a third member, the decision of the 3 to be final. The wage rates and details are those of the agreement as in force in Detroit.

[Amalgamated Woodworkers' International Union.]

ARTICLES OF AGREEMENT.

Agreement entered into on this, the —— day of —— 18—, between —— ——, manufacturer of ——, part— of the first part, and the undersigned representatives of Amalgamated Woodworkers Union, No. 41, of Detroit, Mich., parties of the second part.

ARTICLE 1. The part— of the first part hereby agrees to hire none but members in good standing of the Amalgamated Woodworkers' International Union, who carry the card issued by the above branch of said organization, or who shall signify their intention, or make application for membership in said Union.

ARTICLE 2. The representative of the Amalgamated Woodworkers' Union, No. 41, shall have access to the factory of the party of the first part at any reasonable time.

ARTICLE 3. The minimum scale of wages for cabinetmakers and bench hands shall be 23c. per hr. for 54 hours; for machine hands, $2.25 for 9 hours, and finishers, $—— for —— hours, and it shall be understood that all employees who receive more than the foregoing scale shall not be subject to any reduction in said wages by reason of the adoption of this minimum scale.

ARTICLE 4. In consideration of the above the parties of the second part hereby agree that the part— of the first part shall be furnished, and have the right to use the union label issued by the Amalgamated Woodworkers' International Union.

ARTICLE 5. Party of the first part may have one apprentice to every ten bench men, or fraction thereof, and one apprentice to every five machine men or fraction thereof. Each apprentice shall serve a term of three years at the following rate of wages: "First year, fifty cents per day; second year, seventy-five per day, and the third year, one dollar per day. No one shall be accepted as an apprentice who is over twenty years of age. Apprentices over sixteen years of age shall be obliged to carry the apprenticeship card of the Amalgamated Woodworkers' Union, No. ——, of ——.

ARTICLE 6. In the event of any dispute arising between the parties to this agreement, then the part— of the first part, along with a representative or representatives of the Amalgamated Woodworkers' Union, shall endeavor to arrive at a settlement that will be satisfactory. In case no settlement is arrived at, then the part— of the first part shall appoint one member, the parties of the second part another member, and the two parties so selected shall appoint a third member of an arbitration committee whose decision in the matter shall be final.

It is further agreed that nine (9) hours shall constitute a day's work.

Overtime to be paid for at the rate of time and one-half. Double time for Sunday work.

ARTICLE —. This agreement shall be in force from May 1, 1901, until May 1, 1902.

For the part— of the first part:

—— ——. [SEAL.]
—— ——. [SEAL.]

For the parties of the second part:

—— ——. [SEAL.]
—— ——. [SEAL.]

[Strike out objectionable matter and insert special articles not provided for above.]

2. Wood carvers.

The secretary of the International Wood Carvers' Association reports that his union seldom undertakes to get written agreements with employers, because such an agreement is not believed to "give a better guaranty." The constitution requires locals to prohibit members from making any contract or agreement with their employers for any specified time. The convention of 1900, however, adopted a resolution reciting that "while the strike as a weapon of defense can not be

abandoned, it has long been apparent that as a means of adjusting grievances it is not the most satisfactory, while on the other hand it is the most expensive; indorsing the principle of conciliation and arbitration as applied to trade disputes, and impressing upon the members the necessity of adhering faithfully to all agreements with employers.

3. Box makers.

The president of the United Box Makers states that the system of joint agreements fixing the conditions of wages has been very generally adopted in Chicago, and has to some extent been introduced in other cities. Manufacturers have usually been glad to deal with organized labor and to recognize union scales because of their influence in keeping wages uniform. Nevertheless there are a number of nonunion factories in Chicago paying lower wages. The agreements are made with individual manufacturers, since there is no formal organization of employers. They extend for one year. The last Chicago agreement, adopted in September, 1900, is in force from January, 1901, to January, 1902. This agreement provides a minimum scale of wages per hour and per day, with an elaborate scale for piecework in cases where that system is employed. The manufacturer agrees to employ only members of the union, and in turn has the right to use the Union label. The agreement provides for arbitration. The employer agrees to negotiate concerning any matter of dispute with the representative of the union, and in case no settlement is arrived at each party is to appoint one member of the arbitration committee, and the two so selected shall appoint a third, whose decision shall be final. There has been only one instance in recent years where arbitration in this formal sense has been employed. In that case the members of the union quit work after a failure to agree with the employers, and practically every shop in Chicago was closed. The decision of the arbitrators, according to the statement of this official, resulted in an advance of wages of nearly 50 per cent.

4. Coopers.

The general secretary of the Cooper's International Union reports that the coopers have written agreements with the employers, usually individually, in all cities where the workingmen are organized, and that both the members and the employers prefer to have them. He says that they promote harmony and that they have prevented innumerable strikes. There have been no important violations or evasions of such agreements, according to his statement, though there are occasional misunderstandings as to the meaning of clauses in them. They generally include a provision that disputes over matters not specifically covered in the contract shall be submitted to a board of arbitration, composed of two members selected by each party, and a fifth member selected by these four. It has seldom been necessary to make use of such an arbitration board, but when it has been necessary the action of the board has always been satisfactory. There has been no refusal to abide by the decision of arbitrators.

CHAPTER III.

GOVERNMENTAL ARBITRATION IN THE UNITED STATES.

DIGEST OF STATE AND NATIONAL LAWS ESTABLISHING STATE BOARDS OF ARBITRATION AND PROVIDING FOR LOCAL BOARDS OF ARBITRATION, WITH SUMMARY OF THE WORKING OF SUCH BOARDS.

UNITED STATES.

1. Act of 1888.[1]—The Congress of the United States has enacted legislation with a view to promoting the peaceful settlement of labor disputes as regards interstate commerce. The first on this subject was passed in 1888. One portion of the act was of a strictly voluntary character, permitting the parties to labor disputes on railways and other transportation lines to agree to the establishment of a board of arbitration for the settlement of that particular dispute. Each party was to appoint one arbitrator, and these were to select a third. A board thus constituted was given power to administer oaths and subpœna witnesses, and to require the production of papers. There was no provision regarding the enforcement of awards, but the arbitrators were directed to announce their findings of facts and decisions in a public manner and to file them with the Commissioner of Labor of the United States for further publication. Publicity was thus the only means of enforcing such decisions under this act. Another provision of the act authorized the President of the United States, in case of any particular controversy, to select two commissioners who, together with the United States Commissioner of Labor, should investigate the controversy, with a view to ascertaining the causes and conditions, and the best means of adjusting the dispute. The result of the examination of such a commission was to be immediately reported to the President and to Congress. These special commissioners were given authority to take testimony and require the production of books and papers. They might advise the parties what ought to be done to adjust the dispute, and might make a written decision, which should be made public.

It does not appear that any use was ever made of the provisions for voluntary arbitration under this act. In connection with the great railway strikes of 1894, however, the President saw fit to appoint a special commission under the authority of this act, and it made an elaborate investigation regarding the Chicago strike and the others growing out of it. Most of the investigations of this United States Strike Commission were made after the dispute had actually been settled, and therefore had no influence in bringing about an adjustment. The investigations of the commission, as well as the direct experience of the public of the evils of the strike, led to a desire to establish more effective means of preventing such disputes in the future. The recommendations of the Strike Commission on this subject are more fully set forth elsewhere. (See Appendix.)

2. Act of 1898.—Largely through the influence of the Strike Commission, Congress passed an act in 1898,[2] by which it was hoped to secure more effective intervention in strikes and lockouts on interstate carriers. This act provides that whenever any controversy arises either party may request the intervention of the chairman of the Interstate Commerce Commission and the Commissioner of Labor. These officials shall at once use their best efforts by mediation and conciliation to bring about a settlement, and if unsuccessful shall try to persuade the parties to submit to arbitration.

The act provides, as did the law of 1888, for the voluntary establishment of boards of arbitration, differing mainly in the fact that it makes their decisions binding. If the parties agree to establish such a board, one member shall be named by the employer, a second by the labor organization or organizations to

[1] Ch. 1063, 25 Stats. at Large, 501.

[2] Acts of 1898, ch. 370.

which the employees belong, while a third arbitrator shall be named by the chairman of the Interstate Commerce Commission and the Commissioner of Labor. The recognition of labor organizations in this provision for arbitration is significant. The agreement for submission to arbitration shall contain a provision that pending the rendering of a decision, which must be made within 30 days from the date of the appointment of the third arbitrator, work shall be continued under the conditions existing prior to the dispute. The parties must agree to abide by the decision, and the decision may be enforced by the United States courts by equity process, although a special proviso declares that no injunction or legal process shall be issued to compel the performance by any laborer of a contract for personal service. It is somewhat difficult to reconcile this proviso with the further declaration that employees, if dissatisfied with the award, shall yet not quit the service of the employer before 3 months, without giving 30 days' notice of intention to quit. Similarly the employer may not dismiss any employee because of dissatisfaction with the award without giving 30 days' notice. Subject to these provisions, the award is binding for a year upon the employers and upon the members of the labor organization taking part in the arbitration, or upon workingmen who are not members in case they assent to the award. The act provides for appeal to the United States courts from the decisions of arbitrators as regards matters of law.

As yet there has been no case of arbitration under the act of 1898. In one or two instances the chairman of the Interstate Commerce Commission and the Commissioner of Labor have put themselves in communication with the parties to a dispute, but the railway companies have refused to arbitrate. It is by no means impossible, however, that should any dispute of so serious a nature as that of 1894 arise public opinion would virtually force the parties to submit to arbitration in accordance with the provisions of the United States law.

The provisions of the act of 1898, as far as they have to do with arbitration, are in full as follows:

AN ACT Concerning carriers engaged in interstate commerce and their employees.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the provisions of this act shall apply to any common carrier or carriers and their officers, agents, and employees, except masters of vessels and seamen, as defined in section forty-six hundred and twelve, Revised Statutes of the United States, engaged in the transportation of passengers or property wholly by railroad, or partly by railroad and partly by water, for a continuous carriage or shipment from one State or Territory of the United States or the District of Columbia to any other State or Territory of the United States or the District of Columbia, or from any place in the United States to an adjacent foreign country, or from any place in the United States through a foreign country to any other place in the United States.

The term "railroad" as used in this act shall include all bridges and ferries used or operated in connection with any railroad, and also all the road in use by any corporation operating a railroad, whether owned or operated under a contract, agreement, or lease; and the term "transportation" shall include all instrumentalities of shipment or carriage.

The term "employees" as used in this act shall include all persons actually engaged in any capacity in train operation or train service of any description, and notwithstanding that the cars upon or in which they are employed may be held and operated by the carrier under lease or other contract: *Provided, however*, That this act shall not be held to apply to employees of street railroads and shall apply only to employees engaged in railroad train service. In every such case the carrier shall be responsible for the acts and defaults of such employees in the same manner and to the same extent as if said cars were owned by it and said employees directly employed by it, and any provisions to the contrary of any such lease or other contract shall be binding only as between the parties thereto and shall not affect the obligations of said carrier either to the public or to the private parties concerned.

SEC. 2. That whenever a controversy concerning wages, hours of labor, or conditions of employment shall arise between a carrier subject to this act and the employees of such carrier, seriously interrupting or threatening to interrupt the business of said carrier, the chairman of the Interstate Commerce Commission and the Commissioner of Labor shall, upon the request of either party to the controversy, with all practicable expedition, put themselves in communication with the parties to such controversy, and shall use their best efforts by mediation and conciliation to amicably settle the same; and if such efforts shall be unsuccessful, shall at once endeavor to bring about an arbitration of said controversy in accordance with the provisions of this act.

SEC. 3. That whenever a controversy shall arise between a carrier subject to this act and the employees of such carrier which can not be settled by mediation and conciliation in the manner provided in the preceding section, said controversy may be submitted to the arbitration of a board of three persons, who shall be chosen in the manner following: One shall be named by the carrier or employer directly interested; the other shall be named by the labor organization to which the employees directly interested belong, or, if they belong to more than one, by that one of them which specially represents employees of the same grade and class and engaged in services of the same nature as said employees so directly interested: *Provided, however*, That when a controversy involves and affects the interests of two or more classes and grades of employees belonging to different labor organizations, such arbitrator shall be agreed upon and designated by the concurrent action of all such labor organizations; and in cases where the majority of such employees are not members of any labor organization, said employees may by a majority vote select a committee of their own number, which committee shall have the right to select the arbitrator on behalf of said employees. The two thus chosen shall select the third commissioner of arbitration; but, in the event of their failure to name such arbitrator within five days after their first meeting, the third arbitrator shall be named by the commissioners named in the preceding section. A majority of said arbitrators shall be competent to make a valid and binding award under the provisions hereof. The submission shall be in writing;

shall be signed by the employer and by the labor organization representing the employees; shall specify the time and place of meeting of said board of arbitration; shall state the questions to be decided, and shall contain appropriate provisions by which the respective parties shall stipulate, as follows:

First. That the board of arbitration shall commence their hearings within ten days from the date of the appointment of the third arbitrator, and shall find and file their award, as provided in this section, within thirty days from the date of the appointment of the third arbitrator; and that pending the arbitration the status existing immediately prior to the dispute shall not be changed: *Provided*, That no employee shall be compelled to render personal service without his consent.

Second. That the award and the papers and proceedings, including the testimony relating thereto, certified under the hands of the arbitrators, and which shall have the force and effect of a bill of exceptions, shall be filed in the clerk's office of the circuit court of the United States for the district wherein the controversy arises or the arbitration is entered into, and shall be final and conclusive upon both parties, unless set aside for error of law apparent on the record.

Third. That the respective parties to the award will each faithfully execute the same, and that the same may be specifically enforced in equity so far as the powers of a court of equity permit: *Provided*, That no injunction or other leading process shall be issued which shall compel the performance by any laborer against his will of a contract for personal labor or service.

Fourth. That employees dissatisfied with the award shall not by reason of such dissatisfaction quit the service of the employer before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of their intention so to quit. Nor shall the employer dissatisfied with such award dismiss any employee or employees on account of such dissatisfaction before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of his intention so to discharge.

Fifth. That said award shall continue in force as between the parties thereto for the period of one year after the same shall go into practical operation, and no new arbitration upon the same subject between the same employer and the same class of employees shall be had until the expiration of said one year if the award is not set aside as provided in section four. That as to individual employees not belonging to the labor organization or organizations which shall enter into the arbitration, the said arbitration and the award made therein shall not be binding, unless the said individual employees shall give assent in writing to become parties to said arbitration.

SEC. 4. That the award being filed in the clerk's office of a circuit court of the United States, as hereinbefore provided, shall go into practical operation, and judgment shall be entered thereon accordingly at the expiration of ten days from such filing, unless within such ten days either party shall file exceptions thereto for matter of law apparent upon the record, in which case said award shall go into practical operation and judgment be entered accordingly when such exceptions shall have been finally disposed of either by said circuit court or on appeal therefrom.

At the expiration of ten days from the decision of the circuit court upon exceptions taken to said award, as aforesaid, judgment shall be entered in accordance with said decision unless during said ten days either party shall appeal therefrom to the circuit court of appeals. In such case only such portion of the record shall be transmitted to the appellate court as is necessary to the proper understanding and consideration of the questions of law presented by said exceptions and to be decided.

The determination of said circuit court of appeals upon said questions shall be final, and being certified by the clerk thereof to said circuit court, judgment pursuant thereto shall thereupon be entered by said circuit court.

If exceptions to an award are finally sustained, judgment shall be entered setting aside the award. But in such case the parties may agree upon a judgment to be entered disposing of the subject-matter of the controversy, which judgment when entered shall have the same force and effect as judgment entered upon an award.

SEC. 5. That for the purposes of this act the arbitrators herein provided for, or either of them, shall have power to administer oaths and affirmations, sign subpœnas, require the attendance and testimony of witnesses, and the production of such books, papers, contracts, agreements, and documents material to a just determination of the matters under investigation as may be ordered by the court; and may invoke the aid of the United States courts to compel witnesses to attend and testify and to produce such books, papers, contracts, agreements, and documents to the same extent and under the same conditions and penalties as is provided for in the act to regulate commerce, approved February fourth, eighteen hundred and eighty-seven, and the amendments thereto.

SEC. 6. That every agreement of arbitration under this act shall be acknowledged by the parties before a notary public or clerk of a district or circuit court of the United States, and when so acknowledged a copy of the same shall be transmitted to the chairman of the Interstate Commerce Commission, who shall file the same in the office of said commission.

Any agreement of arbitration which shall be entered into conforming to this act, except that it shall be executed by employees individually instead of by a labor organization as their representative, shall, when duly acknowledged as herein provided, be transmitted to the chairman of the Interstate Commerce Commission, who shall cause a notice in writing to be served upon the arbitrators, fixing a time and place for a meeting of said board, which shall be within fifteen days from the execution of said agreement of arbitration: *Provided, however*, That the said chairman of the Interstate Commerce Commission shall decline to call a meeting of arbitrators under such agreement unless it be shown to his satisfaction that the employees signing the submission represent or include a majority of all employees in the service of the same employer and of the same grade and class, and that an award pursuant to said submission can justly be regarded as binding upon all such employees.

SEC. 7. That during the pendency of arbitration under this act it shall not be lawful for the employer, party to such arbitration, to discharge the employees, parties thereto, except for inefficiency, violation of law, or neglect of duty; nor for the organization representing such employees to order, nor for the employees to unite in, aid, or abet, strike against said employer; nor, during a period of three months after an award under such an arbitration, for such employer to discharge any such employees, except for the causes aforesaid, without giving thirty days' written notice of an intent so to discharge; nor for any of such employees, during a like period, to quit the service of said employer without just cause, without giving to said employer thirty days' written notice of an intent so to do; nor for such organization representing such employees to order, counsel, or advise otherwise. Any violation of this section shall subject the offending party to liability for damages: *Provided*, That nothing herein contained shall be construed to prevent any employer, party to such arbitration, from reducing the number of its or his employees whenever in its or his judgment business necessities require such reduction.

SEC. 8. That in every incorporation under the provisions of chapter five hundred and sixty-seven of the United States Statutes of eighteen hundred and eighty-five and eighteen hundred and eighty-six it must be provided in the articles of incorporation and in the constitution, rules, and by-laws that a member shall cease to be such by participating in or by instigating force or violence against persons or property during strikes, lockouts, or boycotts, or by seeking to prevent others from working through violence threats, or intimidations. Members of such incorporations shall not be personally liable for

the acts, debts, or obligations of the corporations, nor shall such corporations be liable for the acts of members or others in violation of law, and such corporations may appear by designated representatives before the board created by this act, or in any suits or proceedings for or against such corporations or their members in any of the Federal courts.

SEC. 9. That whenever receivers appointed by Federal courts are in the possession and control of railroads, the employees upon such railroads shall have the right to be heard in such courts upon all questions affecting the terms and conditions of their employment, through the officers and representatives of their association, whether incorporated or unincorporated, and no reduction of wages shall be made by such receivers without the authority of the court therefor upon notice to such employees, said notice to be not less than twenty days before the hearing upon the receivers' petition or application, and to be posted upon all customary bulletin boards along or upon the railway operated by such receiver or receivers. . . .

SEC. 11. That each member of said board of arbitration shall receive a compensation of ten dollars per day for the time he is actually employed, and his traveling and other necessary expenses; and a sum of money sufficient to pay the same, together with the traveling and other necessary and proper expenses of any conciliation or arbitration had hereunder, not to exceed ten thousand dollars in any one year, to be approved by the chairman of the Interstate Commerce Commission and audited by the proper accounting officers of the Treasury, is hereby appropriated for the fiscal years ending June thirtieth, eighteen hundred and ninety-eight, and June thirtieth, eighteen hundred and ninety-nine, out of any money in the Treasury not otherwise appropriated.

SEC. 12. That the act to create boards of arbitration or commission for settling controversies and differences between railroad corporations and other common carriers engaged in interstate or territorial transportation of property or persons and their employees, approved October first, eighteen hundred and eighty-eight, is hereby repealed.

Approved, June 1, 1898.

CALIFORNIA.

California enacted in 1891[1] an act providing for a State board of arbitration similar in general nature to the State boards in Massachusetts, New York, and other States. The board was to consist of 3 members, was to have authority to investigate when either or both parties to a dispute should request it, and to render a decision binding for 6 months, if both parties should join in the application. Local boards of arbitration were also authorized.

It is stated, however, by the commissioner of labor statistics of California that, although a board was appointed at first under the act, it does not appear that it ever held a meeting or exercised any functions, and that no successors to the original board were ever appointed. The law seems to be a complete dead letter.

COLORADO.

1. **Statutory provisions.**[2]—*Composition of board.*—The governor, with the consent of the senate, is to appoint a State board of 3 members, one an employer or representative of an employers' association, one selected from some labor organization, and a third appointed upon the recommendation of these two, who shall act as secretary. The term of office is two years.

Investigation on application of parties.—In this State there is no provision for investigation on the application of one party only, although perhaps this would be covered by the authority of the board to endeavor to mediate in any strike coming to its knowledge. The law simply provides that it is lawful for the parties to any labor dispute to submit it jointly to its decision. In this case they must agree to abide by the decision of the board and to continue at work pending such decision, provided it shall be given within 10 days after the completion of the investigation. The decision would thus nominally be binding, but the law contains no special provision as to the time in which it shall continue in force or as to the method of compelling obedience.

Investigation and mediation on initiative of board.—Wherever it shall come to the knowledge of the board, by notice from a mayor or other local officer or in any other way, that a strike is threatened, or has occurred, it is the duty of the board to communicate with the employer and employees and to try by mediation to effect a settlement. It is the implied duty of the mayor or other local officer to give notice of strikes.

The State board may, if it deems advisable, in default of other settlement, investigate the cause of the controversy and publish a report stating the cause and assigning the responsibility or blame.

Compensation.—Two members are paid $500 each annually, and the secretary $1,200.

Power to summon witnesses.—The board of arbitration is given, without very specific provisions, general power, such as that of a court, to summon witnesses and require the production of books and papers.

Local boards of arbitration and conciliation.—The parties to any controversy may agree to submit their dispute to a local board, the composition of which may either be mutually agreed upon or the employer may designate one member, the

[1] Laws of 1891, ch. 51.

[2] Acts of 1897, ch. 2.

nployees another, and the two may select a third, who shall be the chairman. his board shall have all the powers of the State board, and its jurisdiction is clusive, although it may ask advice of the State board. The decision is binding to whatever extent may have been agreed upon by the parties in making the ubmission. These local arbitrators are paid by the town or county $3 per day, ot exceeding 10 days for any one arbitration.

2. **Work of Colorado board.**—The State board of arbitration of Colorado was established in the latter part of 1896. Its second annual report, covering the period rom November 11, 1897, to November 11, 1898, stated that practically no labor difficulties had arisen in Colorado during that time except in the coal-mining ndustry in the northern part of the State, and in settling the difficulties there the State board took active part. This one district, which comprises a considerable number of mines, has been the scene of several strikes during recent years. In January, 1898, the workmen at one of the mining centers demanded an increase in wages, which finally brought about a suspension at several other points in the northern Colorado coal district, involving about 700 men. The district union of miners applied to the State board for investigation of the difficulty, and about the same time the operators expressed a willingness to submit the dispute to arbitration. Both sides accordingly entered into a formal agreement to arbitrate, and the State board made an investigation, which was completed on February 11. The miners had meantime gone back to work, the strike being only of 9 days' duration. The intervention of the State board probably prevented the continuation of the strike for a long period. The decision, it is to be noted, granted practically all the demands of the men for an increase in wages at the mines particularly involved. (Second Annual Report State Board of Arbitration of Colorado, pp. 3–12.)

CONNECTICUT.

Statutory provisions.[1]—It is stated by the secretary of the Connecticut board of arbitration, that while the board is organized the courts have so interpreted the law as to deprive it of all important powers, and that therefore no practical use has been made of the provisions in the Connecticut law. The law is, however, summarized for the sake of completeness.

Composition of board.—The board of arbitration is to consist of three members, one being chosen from the political party casting the highest number of votes, one from the party casting the next highest number, and a third from an incorporated labor organization of the State.

Investigation on application of parties.—In this State there is no provision for investigation on the application of one party only, although perhaps this would be covered by the authority of the board to endeavor to mediate in any strike coming to its knowledge. The law simply provides that it is lawful for the parties to a labor dispute to submit it jointly to its decision. In this case they must agree to abide by the decision of the board and to continue at work pending such decision, provided it shall be given within 10 days after the completion of the investigation. The decision would thus nominally be binding, but the law contains no special provision as to the time in which it shall continue in force or as to the method of compelling obedience.

Investigation and mediation on initiative of board.—Whenever it shall come to the knowledge of the board in any way that a strike is threatened or has occurred, it is the duty of the board to communicate with the employer and employees and to try by mediation to effect a settlement.

The State board may, in default of other settlement, investigate the cause of the controversy.

Compensation of board.—Five dollars per day of actual service, and expenses.

Power to summon witnesses.—The board of arbitration is given, without very specific provisions, general power, such as that of a court, to summon witnesses and require the production of books and papers.

IDAHO.

1. **Statutory provisions**[2]—*Composition of State labor commission.*—The governor, with the consent of the senate, is to appoint a State board of three members, one an employer or representative of an employers' association, one selected from some labor organization, and a third appointed on the recommendation of these two. The term of office is 6 years.

Investigation on application of parties.—The board is bound to take cognizance

[1] Public Laws, 1895, ch. 239.

[2] Laws of 1897, p. 141; 1899, p. 430.

of any dispute between an employer who employs not less than 25 persons and his employees, upon application of either or both parties. The application must be signed by the employer or by a properly ascertained majority of the employees in the department affected, or by a properly chosen representative of such employees. It must contain the promise to continue without lockout or strike until the decision of the board, if made within 3 weeks. The names of the employees making or sanctioning the application are to be kept secret. The board shall make proper inquiry and report to the parties what, if anything, ought to be done to adjust the dispute. This decision shall at once be made public.

Effect of the decision.—Where both parties are joined in an application for arbitration the decision shall be binding on them for 6 months, or until either gives notice of 60 days for its termination.

Investigation and mediation on initiative of board.—Wherever it shall come to the knowledge of the board, by notice from a mayor or other local officer or in any other way, that a strike is threatened or has occurred, it is the duty of the board to communicate with the employer and employees and to try by mediation to effect a settlement or, provided that the strike or lockout is not actually in force, to persuade them to submit the matters in dispute to arbitration. It is the implied duty of the mayor or other local officer to give notice of strikes.

The State board may, if it deems advisable, in default of other settlement, investigate the cause of the controversy and publish a report stating the cause and assigning the responsibility or blame.

Compensation of board.—Six dollars per day of actual service, and expenses.

Power to summon witnesses.—The board of arbitration is not given an unlimited power to compel testimony, but is specially authorized to summon as witness any operative affected and any person who keeps the records of wages, and to require the production of books and papers containing the records of wages earned or paid.

Local boards of arbitration and conciliation.—The parties to any controversy may agree to submit their dispute to a local board, the composition of which may either be mutually agreed upon, or the employer may designate one member, the employees another, and the two may select a third, who shall be the chairman. This board shall have all the powers of the State board, and its jurisdiction is exclusive, although it may ask advice of the State board. The decision is binding to whatever extent may have been agreed upon by the parties in making the submission. These local arbitrators are paid, by the town or county, $3 per day, not exceeding 10 days for any one arbitration.

2. Work of State board.—This board has only been organized, and has not yet been called upon to act in any case.

ILLINOIS.

1. Statutory provisions[1]—*Composition of State board.*—The governor, with the consent of the senate, is to appoint a State board of arbitration composed of 3 members, one an employer or representative of an employers' association, one selected from some labor organization, and a third who is neither employer nor employee. Not more than two shall belong to one political party. The term of office is three years.

Investigation on application of parties.—The board is bound to take cognizance of any dispute between an employer who employs not less than 25 persons and his employees upon application of either or both parties. In this State the law contains a further provision that where difficulty concerns several different establishments or employers, the aggregate number of employees being not less than 25, the board has jurisdiction. The application must be signed by the employer or by a properly ascertained majority of the employees in the department affected, or by a properly chosen representative of such employees. It must contain the promise to continue without lockout or strike until the decision of the board, if made within 3 weeks. The names of the employees making or sanctioning the application are to be kept secret. The board shall make proper inquiry and report to the parties what, if anything, ought to be done to adjust the dispute. This decision shall at once be made public.

Effect of the decision.—Where both parties are joined in an application for arbitration the decision shall be binding on them for 6 months, or until either gives notice of 60 days for its termination.

In the event of a failure to abide by the decision, where both parties have joined in the application, any person aggrieved may appeal to the circuit court,

[1] Laws of Illinois, 1895, Aug. 2; 1899, sp. sess., p. 75.

which shall grant a rule against the offending party to show cause why the decision has not been complied with. Upon return of the rule the court shall hear and determine the questions presented, and has power to punish for contempt any person refusing to comply with the decision, but such punishment shall in no case extend to imprisonment.

Investigation and mediation on initiative of board.—Wherever it shall come to the knowledge of the board, by notice from a mayor or other local officer or in any other way that a strike is threatened or has occurred, it is the duty of the board to communicate with the employer and employees, and to try, by mediation, to effect a settlement, or to persuade them to submit the matters in dispute to arbitration. It is the duty of mayors or other local officers to give notice of strikes. It is also the duty of the officers of labor organizations to give similar notice to the board.

This State is peculiar in having no definite provision for making, on its own initiative, a public investigation and report as to the responsibility for strikes, but it may make such investigation at the instance of either party.

Compensation of board.—$1,500 per year each, and expenses.

Powers regarding witnesses.—The Illinois law is especially full as to the power of the board of arbitration to obtain testimony. It may summon any person or require the production of any book or paper deemed necessary, and in case of refusal to attend or to produce such books and papers, it is the duty of the circuit court, upon application of the board, to issue an attachment to enforce the order of the board of arbitration.

2. Work of Illinois board.—The Illinois State board of arbitration seems to have been quite active and fairly successful in its work. Like most of the other State boards, it presents no formal statistical records of its work. It reports its action on leading individual cases. The report of 1899 mentions only 6 of these cases, but these were all important ones in which formal recommendations were made by the board, and in 4 of which it acted as arbitrator on the joint application of the parties. The board has itself pointed out that its more important work lies in bringing together employers and employees informally, and beyond question it has taken action in many less important cases, both of actual strikes and lockouts and of disputes not leading to cessation of work, which are not described in the report. The following table, compiled from the annual reports of 1895 to 1899, covers all of the cases specifically described:

Work of Illinois State board of arbitration, 1895–1899.

	1895.	1896.	1897.	1898.	1899.	Total.
Total cases reported	11	7	10	15	6	49
Cases arbitrated	1	2	2	2	4	11
Cases investigated with formal recommendation	.....	.....	.....	1	2	3
Cases of successful mediation	5	4	5	8	.....	22
Cases of unsuccessful mediation	5	1	3	4	.....	13
Joint applications	1	2	4	2	4	13
Applications by one party	5	2	2	1	2	12
Action by initiative of board	5	3	4	12	.....	24
Arbitration refused by employers	5	1	1	.....	.....	7
Arbitration refused by employees	.....	.....	.....	2	.....	2

The total number of cases of this more important character reported during the 5 years was 49. Of these there were only 11 cases of formal arbitration on the joint petition of both parties. It is noteworthy, however, that 4 of these formal arbitrations took place during the year 1899. While there seems to be a somewhat more marked inclination on the part of employers and employees in Illinois to apply jointly to the board for investigation of conditions and for authoritative arbitration, it seems that the awards of the board have not always been complied with. In one instance the employers refused to accept the decision, while in 3 cases the workingmen refused to abide by it. There have been also 7 cases in which employees have offered to arbitrate disputes, but in which the employers have refused to do so, while in 2 cases the offer of the employers to arbitrate was declined by the employees. In 3 instances the State board has made formal investigations on the application of one party only, in accordance with the authority given to it by statute, compelling the attendance of witnesses and presenting formal recommendations. In 2 of these cases the recommendations were not adopted. In one of them the application for intervention had been made by the employees and they themselves refused to accept the recommendation of the board.

Although the report of the Illinois board for 1899 is entirely occupied with a description of the cases in which it had taken formal action, it is probably true that it informally mediated in a considerable number of other cases. The reports from 1895 to 1898 mentioned 35 cases of mediation, of which 22 seemed to have resulted in a peaceful settlement. As above intimated the board doubtless has acted in many other unreported cases.

The State board has no authority to make a formal investigation and recommendation except on the initiative of one of the parties. It may mediate but it can not require the attendance of witnesses. The report of the board for 1899 recommends that authority be given, such as is found in the laws of Massachusetts and various other States, for formal investigation in extreme cases where neither party makes a movement. On this point the board says:

> But, though greatly improved by the recent legislation, it need not be supposed that the Illinois arbitration law is now perfect. Enlarged experience will no doubt suggest further amendment. The jurisdiction of the board, for instance, might be extended advantageously so as to give the board, in certain cases, the power of independent investigation. At present there can be no inquiry into the facts of any case unless one or both sides shall, by petition, request such inquiry. A strike or a lockout frequently involves the public interests to a large extent. It may be continued through a long period of time and entail great loss and inconvenience upon the public. The board may only endeavor to effect a settlement through conciliatory means. Should it attempt, of its own motion, to ascertain the facts it must depend entirely upon voluntary testimony.
>
> We are of the opinion that the powers now possessed by the board in cases heard upon application of the parties, with reference to the attendance and testimony of witnesses, should be extended to all cases which, in justice to public interests, would appear to require investigation. The finding of the board in such a case, of course, would bind nobody; but if manifestly a fair and impartial presentation of the facts, it would unquestionably have an important influence on public opinion; and a pronounced and assertive public opinion is no small factor in the settlement of this class of difficulties. This power of investigation should be wholly discretionary, and should be resorted to only in cases involving the public welfare to a marked extent—as, for instance, strikes or lockouts of a widespread character jeopardizing life or property or tending to deprive the public of its supply of food or fuel or of its facilities for communication or transportation.

Prior to 1899 the Illinois board had no power to enforce its decisions even when both parties joined in application. Moreover, it had no power to compel the attendance of witnesses and the production of books. Provisions covering this point were incorporated by amendments in 1899. The board reported at the end of that year that it had not made use of these compulsory provisions. There had been no instance of a witness disobeying a subpœna or refusing to testify or to submit books or papers. Moreover, no use had been made of the authority to compel obedience to awards. The board says:

> In every case heard upon joint application during the past year the decision of the board has been faithfully carried out. This statement is subject to one apparent exception—the ineffectual effort at a settlement of the mining troubles at Pana, where both sides participated in the proceeding; but this in reality was not a case of arbitration upon a joint petition; it was merely a case of attempted settlement by conciliatory methods, the board bringing about a conference of operators and miners and urging concessions and compromises. Therefore the provision relating to the enforcement of decisions was not applicable to the case, and a resort thereto, had there been any disposition in that direction, must have proven ineffectual.

3. Illustrations of intervention in mining disputes.—The most important work of the Illinois State board of arbitration has been in connection with disputes in the coal mines. The adjustment of the rates of wages and conditions of labor in the different coal-mining districts of the State is peculiarly difficult. While, as is pointed out elsewhere (p. 333), most of the differences are peacefully adjusted by conferences between the organizations of employers and employees, there are some mine operators who refuse to be bound by these conferences, and in some cases conferences fail to bring about a settlement. The State board endeavors in such instances to lead the parties to accept its good offices or submit to arbitration by it. It is probable that as the system of conciliation and arbitration by representatives of the coal industry themselves becomes more general in its scope and more successful in its working, the State board will find less call for its services in connection with disputes at the mines. Indeed, this tendency was already manifest during 1900.[1]

One of the most widely known strikes of recent years was that at the mines of the Chicago-Virden Coal Company, beginning in 1898. The State joint committee of operators and miners had fixed the rate for mining coal in this district at 40 cents per ton. The operators at Virden refused to abide by the rate and locked out their men. After about 2 months the operators and miners in the district joined in applying to the Illinois State board for arbitration. The board rendered a decision declaring that the rate of 40 cents per ton should apply. The operators, although they had submitted to arbitration and had agreed to be bound by the award, refused to accept this decision. Other attempts to bring about a peaceful

[1] See testimony of Mr. Justi, vol. xii, p. 687.

settlement failed, and ultimately the difficulty led to violence—the well-known riot of October 12, 1898, caused by the attempt of the Chicago-Virden Coal Company to import negro miners.

On November 15, 1898, a conference was held at Chicago between the operators and the miners, at which a member of the Illinois board presided. An agreement was reached fixing the price for mining run-of-mine coal at 40 cents per ton and determining various other matters of dispute. The agreement, however, proved of short duration. The next year the operators of the Chicago and Alton subdistrict, including those at Virden, declined to participate in the joint conference for establishing scales throughout the State and refused to be bound by its action. They, however, continued at first to operate their mines at the scale rate (40 cents) under protest, offering to submit the question again to the State board of arbitration. The miners refused to arbitrate, alleging that the previous action of the operators had shown bad faith. The Illinois board, however, on the application of the operators, made a formal investigation and report, going exhaustively into the conditions in the different coal-mining districts and recommending that the mining rate in this district be fixed at 35.5 cents, with certain other changes in conditions calculated to be equivalent to a rate of 38 cents. The board found that several of the operators had been working at a loss under the 40-cent rate. This recommendation was not accepted by the miners. They insisted upon the scale price, and the mines were closed until September, 1899, when operations were resumed under an agreement between the owners and the officials of the United Mine Workers. The rate was still retained at 40 cents, but various other changes in conditions were made.

The history of the intervention of the State board in the well-known strike at Pana was somewhat similar to the history of the Virden case. The first intervention of the board, in 1898, was made on the application of the miners only. The operators refused to accept the board's recommendations. Through fear that violence, such as had been experienced at Virden, might follow, the governor sent troops to the mines at Pana in November, 1898. Negro miners were imported and troops had to be retained at the scene of difficulty for many months, no little rioting and bloodshed accompanying the strike. In April, 1899, the State board of arbitration again visited Pana and conferred with operators and miners. "Such was the degree of personal animosity that had been aroused by long months of warfare between operators and union miners that the task of conciliation was one of the greatest difficulty. At length, however, there was brought about a conference of the operators and the official representatives of the miners, in the presence of the board, April 19." The function of the board in this case proved to be mostly one of conciliation. The fixing of the mining rate was ultimately left to the board by agreement of the disputants, but within the narrow limits that it should not be less than 30 cents nor more than 31½ cents. The most difficult question was as to the discrimination in reemployment against union miners on account of alleged acts of violence. The board recommended that 150 union miners be at once reemployed; that nonunion miners then in employment be continued temporarily; that if the operators, for any reason, should decline to reemploy certain union miners, or if the union men should particularly object to certain nonunion miners on account of acts of violence or for other reasons, such undesirable men should be discharged or stricken from the list of those eligible to reemployment. The persons thus to be discharged or dropped should be decided upon by mutual agreement between the operators and the union miners or by reference to the State board.

This decision was not accepted by the miners, who did not wish to have any of the nonunion men retained. The representatives of the miners at the conference apparently had been disposed to go further than the body of the men. The board of arbitration was violently criticised, and the strike continued until October, 1899, when, on account of the improved conditions of business, the operators were willing to pay the scale price and made an agreement with the miners. The company agreed to reemploy those who were in its service at the date of the original suspension as soon as possible and thereafter to employ only union men.

In these two instances the vigorous efforts of the State board of arbitration seemed to be comparatively ineffective, and yet it is by no means impossible that still more bitterness would have been engendered had not the board intervened from time to time.

In several other important mining cases the decisions of the board have been accepted by both operators and miners, and very beneficial results have been accomplished. As illustrating the complexity of the matters coming before the board and the careful nature of its investigations and recommendations, the follow-

ing account of its action in the case of the dispute between the Assumption Coal and Mining Company and its employees is quoted in full from the report of 1899:

THE ASSUMPTION COAL CASE.

In May, 1899, the Assumption Coal and Mining Company, of Assumption, Illinois, and its employes filed a petition for the adjustment of the mining price to be paid at that place. The history of the case is stated fully in the decision, which appears below. The hearing was conducted at Springfield by agreement of parties. The evidence taken at this hearing will be found in the appendix to this report. In addition to this evidence, the board caused to be made, by its chairman and secretary, a personal inspection of the mining property at Assumption. The board fixed the mining price at 52.5 cents per ton, run of mine. This decision was accepted by both sides.

Following is the full text of the decision:

STATE OF ILLINOIS, BOARD OF ARBITRATION.
Springfield, June 17, 1899.

In the matter of the joint application of the Assumption Coal and Mining Company, of Assumption, Illinois, and its employés.

Application filed May 20, 1899. Hearing at Springfield, May 29, 1899.

In this case this board is petitioned to fix a mining rate for the Assumption coal mine. The difference between the employing company and its employés is stated in the application in the following language:

"A difference between said company and its employés as to the proper price to be paid for mining coal in said company's mine. Said price is to be so fixed as to allow the company to make a reasonable profit on their capital invested, taking the business for the year beginning January 1, 1898, and ending December 31, 1898, as a basis to figure from, as shown from sworn statements made from the company's books; and also taking into consideration the increased wages to be paid the day labor for the year ending December 31, 1899, over the wages paid for the year 1898."

The Assumption Coal and Mining Company, at the time of the inauguration of the general strike of miners in 1897, was paying 45 cents per ton, run of mine. The scale formulated by the miners' State convention September 21, 1897, advanced the price to 52.5 cents; but a compromise was effected and work was resumed at 50 cents. This rate prevailed until April 1, 1898. The scale prepared by the joint scale committee of operators and miners of the State in the previous February, and effective April 1, raised the price at Assumption to 60 cents per ton. The company declared its inability to pay this price and closed its mine. The suspension continued for about three months. Work was then resumed at 52.5 cents and the mine continued in operation at this rate during the remainder of the year. It was alleged at the hearing of this case that this price was assented to by the company, not because it was conceded to be an equitable rate, but merely in preference to permitting the mine to remain idle, and in the hope of securing a lower rate for the succeeding year; but the scale for 1898 having been readopted by the joint scale committee for 1899, the scale price at Assumption remained unchanged. The mine was closed April 1, 1899, but operations were resumed with a reduced force pending an investigation by this board for the purpose of fixing a fair and equitable mining rate.

It will be observed that the scope of the inquiry is limited somewhat by the terms of the application. The mining price "is to be so fixed as to allow the company to make a reasonable profit on their capital invested, taking the business for the year beginning January 1, 1898, and ending December 31, 1898, as a basis to figure from as shown from sworn statements made from the company's books." While this provision does not exclude all other consideration, nor eliminate all other sources of information than "sworn statements made from the company's books," yet we take it to be the controlling condition to be complied with in arriving at a conclusion in this case.

It is stipulated in the application that the board shall take "into consideration the increased wages to be paid the day labor for the year ending December 31, 1899, over the wages paid for the year 1898." But it was not demonstrated at the hearing that any increase in the wages of day labor had been actually demanded or was in contemplation; and we do not feel justified in permitting a merely possible increase in such wages to become a factor in the determination of a mining rate.

A sworn statement by an officer of the company shows the following summary of coal production, the average mining price, and receipts and disbursements for the year 1898:

Gross weight coal mined, 1898	tons	53,651
Average mining price per ton	cents	51.73
Selling price of total output		$58,913.51
Accounts lost		314.17
Net sales		$58,599.34
Paid for mining	$27,757.10	
Paid for brushing	1,419.45	
Paid bottom men	9,090.45	
Paid top men	7,959.15	
Paid for expenses	8,310.39	
Total		54,536.54
		4,062.80
Discounts on coupon books	$441.00	
Profits on merchandise (estimated)	125.00	
		566.00
Cash balance for year's work		4,628.80

The above expense items do not include interest on investment, royalty on coal removed, or natural depreciation of plant. These (says the statement) are carefully estimated as follows:

Interest on investment (actual, not estimated) $100,000 at 6 per cent	$6,000.00
Royalty on coal at 3 cents per ton for 53,651 tons	1,609.53
Depreciation of plant, other than for coal removed, for year	1,000.00
	8,609.53
Grand total loss for the year	3,980.73

A superior quality of coal is produced at Assumption; but, although its market price is much above e average paid for bituminous coal, owing to the great depth of the mine and the thinness of the in (it is three and one-half feet in thickness), the cost of production is such that the coal is excluded om the Chicago market, and has to depend upon consumption for domestic purposes chiefly in the ntral part of the State, in the cities and towns along the line of the Illinois Central Railroad.

It is contended by the company that in order to earn 3 cents per ton for royalty on coal removed, ,000 for the natural depreciation of the plant, and interest at the rate of 6 per cent on an investment $100,000, the mining rate should be reduced to 44.1 cents per ton. A still further reduction to 42.6 cents urged because of a possible increase in the wages of day labor; but, for the reason already stated, is proposition is eliminated from the case altogether.

The board has endeavored to ascertain the amount of capital invested by the Assumption Coal and ining Company on which a profit may be properly calculated; but, owing to a discrepancy of state- ents and circumstances, some difficulty has been experienced in arriving at a satisfactory conclusion pon this point. The general manager of the company stated that approximately $100,000 had been vested in the mine, and, as already shown, this was the basis upon which it was proposed to esti- ate profit and loss. That this amount of money has been expended at the Assumption mine there s no doubt; but whether or not all of it can be properly considered an "investment" is another uestion. It is stated, for instance, that the company has never paid a dividend—that whether rofits have accrued have been "invested" in the property; but it is admitted, on the other hand, hat much of the $100,000 has been devoted to the repayment of money borrowed to make up losses ncurred in periods of unprofitable operation. It is also alleged that large sums of the capital have een expended in the purchase of coal rights; but, if we are to allow 3 cents per ton for royalty n coal as part of the operating expenses, as we do in this case, it is manifestly improper to include oney paid for coal rights as part of the "investment."

Money invested in a coal mine must be expended chiefly (1) for the sinking of shafts and (2) for the rection of buildings and the purchase and construction of machinery and equipments. The Assump- ion mine being 1,000 feet in depth, the sinking of shafts was expensive. According to the general manager of the company, the main shaft cost approximately $20,000 and the escape shaft $15,000, or a total of $35,000. The exact amount invested in buildings, machinery, and equipments we have been unable to determine with any degree of certainty.

The capital stock of the Assumption Coal and Mining Company is $40,000. The capital stock of the corporation may be either more or less than the capital actually invested; but in the case of the cor- poration under consideration, we were aware of no circumstance which would cause any considerable variance between the capital stock and the capital invested.

From a personal view of the mining plant and from all of the circumstances of the case, we are of the opinion that, for the purpose of this inquiry, $50,000 would be a fair estimate of the capital invested—the capital on which the company is justly entitled to a reasonable profit.

So far as our information extends, a royalty of three cents per ton on coal removed is not an exces- sive figure.

We believe it to be proper also to make a reasonable allowance for "depreciation of plant." It is well known that a coal mine, at the end of an uncertain period, will be exhausted, leaving nothing to represent the original investment except an utterly valueless hole in the ground and some machin- ery which must be removed to some other locality to be of any value whatever. It is proper, there- fore, that provision should be made for a "sinking fund" to replace the capital invested when the mine shall have become exhausted. What this should be it is impossible to determine with absolute accuracy, owing to the difference in the character of different mines; but in the present case we are disposed to concede the claim of the company to $1,000 per annum for depreciation of plant.

It must be borne in mind that we are compelled to take the business of this company for the year 1898 "as a basis to figure from." During that year the Assumption mine was idle three months. The receipts shown by the company's statement, therefore, are not the receipts from the uninterrupted operation of the mine for an entire year, but for nine months only. On the other hand, the expenses included in the same statement are figured for the entire year, for the maintenance of an idle mine involves a considerable expense. Thus of the total sum of $8,310.39 designated in the company's statement as "expenses," it appears that $937.08 was paid out during the three idle months of April, May, and June.

Altogether eliminating the three idle months from the calculation; supposing a mining rate of 52.5 cents during the nine months of actual operation; allowing a sinking fund for "depreciation of plant" at the rate of $1,000 per annum; striking out the slight deduction from the year's profits for "accounts lost," and accepting as accurate the other figures contained in the company's statement of receipts and expenditures, the business of the Assumption Coal and Mining Company for the nine months of actual operation in 1898 would have shown the following results:

RECEIPTS.		
Total receipts from sales of coal	$58,913.51	
Receipts from other sources	566.00	
		$59,479.51
EXPENSES.		
Mining (at 52.5 cents)	$28,166.77	
Brushing	1,419.45	
Bottom men	9,090.45	
Top men	7,959.15	
Miscellaneous expenses	7,473.31	
Sinking fund for depreciation (9 months)	750.00	
Royalty on coal removed, at 3 cents per ton	1,609.53	
		56,468.66
Net profit for nine months		3,010.85

If the mine had been in operation throughout the year, the profits, if maintained in the same pro- portion, would have aggregated $4,013.47, or eight per cent on an investment of $50,000. But it is alleged that during the summer months the business has never shown a profit. Conceding this to be true and assuming that the mine, if in operation during the three months designated, would have paid expenses, the net profits still remain approximately $3,000. This would mean six per cent on an investment of $50,000, or, in other words, a dividend of seven and one-half per cent on $40,000, the authorized capital stock of the company. Owing to the hazardous character of the investment, this is not an excessive profit; it certainly ought not to be less and perhaps ought to be more; but unfor- tunately, owing to the fierce competition which has prevailed in the coal business in recent years, investors in coal mines must now be content with a smaller margin of profit than formerly.

It has been the unvarying rule with this board, whenever the question of wages has been submitted

for decision, to fix the rate as high as is shown to be consistent with fair profits to the employer. This condition is indispensible to the welfare not only of the employer, but of the employé. No person or corporation can be justly expected to engage in a continuously unprofitable business or to give employment to large bodies of men from purely philanthropic motives.

The pay rolls of the company for the month of November, 1898, show that at 52.5 cents per ton, run of mine, the earnings of the miners, working an average of twenty days, average $2.33 per day. This we believe to be somewhat in excess of the earnings of miners in other mines operating under similar conditions—for instance, the "third vein" mines of the northern field.

The Assumption mine has been in operation during the past year at a mining rate of 52.5 cents. The miners have been able to earn fairly good wages, and the company has earned a profit—admittedly not an excessive profit, but as large, perhaps, as ought to be expected in view of the low rate of interest current at the present time. In consideration of all the circumstances, we are of the opinion that the existing rate of 52.5 cents at Assumption ought to be maintained.

It is therefore adjudged that the Assumption Coal and Mining Company pay for mining coal fifty-two and one-half (52.5) cents per ton, run of mine.

HORACE R. CALEF, *Chairman*,
W. S. FORMAN,
DANIEL J. KEEFE,
State Board of Arbitration
J. MCCAN DAVIS, *Secretary*.

INDIANA.

1. Statutory provisions[1]—*Composition of State board.*—The Indiana board, known as the labor commission, is peculiarly constituted. The governor is to appoint for a 2-year term one person who has been for 10 years of his life an employee and one who has been for 10 years an employer, and they shall not both be members of the same political party. When acting as a board of arbitration these two persons are to associate with them a judge of the circuit court of the county in which the controversy occurs, and, if the parties agree, additional members may be chosen for the particular case, one by the employer and one by the employee. The circuit judge is the presiding member.

Arbitration by initiative of parties.—The Indiana law provides for arbitration only where both parties agree in applying for it in the case of a dispute involving at least 25 persons. Such an agreement must be signed by two-thirds of the employees affected or by a committee elected at a meeting at which not less than two-thirds are present. If the employees are members of a trade union they may be represented by its officers.

Power to summon witnesses.—The circuit judge, who is the presiding member of the board of arbitration, has power to compel the attendance of witnesses, apparently in the same manner as when acting as a regular court.

Effect of decision.—Where both parties have joined in an application the decision of the arbitrators is binding, no limit being fixed for its duration. Any person who was a party to the proceedings may bring a petition before the circuit court of the county to enforce compliance with the award. The court shall grant a rule to show cause why the award has not been obeyed, and after examination shall issue an order to give just effect to the decision. Disobedience shall be deemed contempt of court and may be punished accordingly, but the punishment shall not extend to imprisonment except in case of willful and contumacious disobedience.

Mediation on initiative of board.—On receiving information of the existence of any strike or dispute affecting 50 or more persons, it is the duty of the members of the labor commission to put themselves into communication with the parties, offer their services as mediators, and endeavor to bring about an amicable adjustment or to induce the parties to arbitrate. If after 5 days the differences have not been amicably adjusted or submitted to arbitration, it is the duty of the labor commission to investigate the facts and causes of this disagreement. For this purpose it has power to compel the attendance of witnesses, its orders being subject to enforcement by the circuit court. The commission shall report the results of its investigations to the governor, who, unless he shall perceive good reasons to the contrary, shall at once authorize the publication of the report. The report shall thereupon be printed and a copy furnished to any person requesting it.

Compensation.—The commissioners are paid $10 per day for the time actually expended and necessary traveling expenses, and the members of the local boards of arbitration chosen by the parties receive the same compensation. The duration of the investigation of any case is limited to 10 or 15 days, according to the circumstances.

2. Work of Indiana labor commission.—The Indiana labor commission entered upon its work in June, 1897. Its first report covers the work of 18 months, and appears to show very considerable activity on the part of the board and results by no means to be despised. As the board itself points out, the greater part of its work had

[1] Laws of 1897, ch. 88; 1899, ch. 228.

been in the nature of conciliation rather than arbitration, and, although it speaks of arbitration in a "few instances," the detailed statement of the cases in which it intervened seems to show but a single case of formal arbitration. There were altogether during the 18 months 39 strikes and lockouts in which the commission took some part. In 28 of these satisfactory agreements were reached through the mediation of the commission. In 19 of these cases the workmen secured either advance in wages or other improved conditions. In 4 cases the commission simply investigated the conditions of settlement without taking any share in bringing it about, while in 7 cases the efforts of the commission to effect an agreement failed. The total number of strikers involved in the disputes investigated by the commission was 13,815, although 6,000 of these were concerned in the national strike of miners during 1897, in which the Indiana board cooperated with the boards of arbitration of Ohio and Illinois in aiding somewhat to bring about a settlement. Aside from the 39 cases of strikes referred to, the commission was instrumental in bringing to an end 2 boycotts, while in 5 instances its intervention served to prevent strikes. It appears that in a considerable number of instances the initiative in seeking conciliation came from one or both of the disputants themselves.

The second report of the Indiana labor commission, covering the years 1899 and 1900, shows even greater activity and success than was manifested during the preceding years. The board intervened in not less than 40 disputes during these 2 years, and secured information regarding many others, in which it would doubtless have taken part had there been any probability of advantage resulting. It does not appear that there were any instances of formal arbitration by the board during these 2 years. In various cases where the board mediated it drew up written terms of settlement and succeeded in persuading the parties to agree to them. The report seems to show about an equal number of cases of mediation which resulted successfully and which resulted unsuccessfully. Of course, it is impossible to tell in every instance whether the intervention of the board really had an important effect in bringing about a settlement of the dispute, but in some instances the beneficial effect of the mediation of the labor commission is very obvious. It is pointed out that several disputes were rather the result of misunderstanding and ill feeling than of real grievances, and that when the parties were once brought together through the influence of the labor commission they found little difficulty in reaching a peaceful settlement. Among the instances of intervention which may be considered as unsuccessful were many in which the parties ultimately settled the strike, but not with any apparent reference to the advice of the board.

Perhaps the most important case in which the Indiana board has been interested, aside from the national coal miners' strike, was the strike in the works of the American Tin Plate Company, at Elwood. The employees there, to the number of 1,500, asked for an advance in wages and the recognition of their union.

The company claimed that it had made large contracts for the sale of tin plate based on the prevailing wages and could not afford to raise them. The strikers at first refused to accept the services of the State commissioners in bringing about a settlement. There was a tendency toward lawlessness on the part of the men, especially because the company imported workmen to take their places. The labor commissioners continued to urge the executive committee of the strikers to resort to arbitration or conciliation. Finally a committee representing the strikers, accompanied by the commissioners, visited the officers of the company, and after a conference of 7 hours a contract was agreed upon which ended the strike. The commissioners were highly complimented by both parties to the strike on account of their influence in bringing about a settlement.[1]

3. Opinion of board concerning its work.—"The experience of the commission proves that conciliation, rather than arbitration, is the more effective and satisfactory method of settling disputes between capital and labor. While arbitration has been accepted in a few instances, in all of which it has proved effective, yet, for the most part, both sides in the controversies in which the commission has officiated have preferred conciliation as the better means of effecting settlements. This has been gratifying to the commission for the dual reason that it lessens its responsibility and affords better opportunities for more completely uniting warring factions. Men are averse to leaving questions involving the correctness of their methods and the welfare of their business interests to the judgment of others, and especially when the latter may have only a rudimentary knowledge of the intricate matters which labor controversies usually involve. This aversion is at times still further aggravated by the ill feeling which these contentions beget.

[1] See First Biennial Report of the Indiana Labor Commission, p. 32.

"Results are different where successful efforts at conciliation are exerted. The contestants meet, talk over grievances, discuss the interests of the business involved, come to a better knowledge of each other's wishes and needs, reconcile their conflicting opinions, and thus pave the way to mutual concessions and satisfactory agreements.

"These contentions, often intensified by personal dislikes, strengthened by self interest, and too frequently colored by ignorance of essential economic truths, if permitted to drift in their own untrammeled way, lead to unfortunate consequences. It can not be denied, therefore, that every successful effort at conciliation or arbitration of differences between employer and workman promotes the welfare of the industrial and social life of society. So far as can now be remembered, these meetings have always brought good results, and in almost every instance where settlements have not been made, it has been where the employer and the men did not meet. Not only have these conferences facilitated settlements otherwise requiring longer time, but frequently have resulted in closer friendships and inspired reciprocal good will. * * *

"The desirableness of the State's intervention to prevent conflicts has found ample evidence in the frequency with which the commission's efforts have been solicited. Not an inconsiderable amount of its labor has been devoted to the adjustment of disputes before the strike crisis was reached. In some instances employers have solicited mediation to avert trouble, and in others employees have asked assistance for the same reason. Occasionally, the matters in controversy have been of secondary importance, but their settlement before a conflict was precipitated has removed the probability of an augmentation of causes which might lead to such a result and the hurtful efforts which are the outgrowth of strife. To avert trouble by timely intervention is much easier and less expensive than to delay action until dissatisfaction has culminated in a strike. The time and money saved to both capital and labor by this method of intervention is not easily estimated, but it has been a source of acknowledged helpfulness many times. No written statements of them have been filed nor made public, for the reason that the expressed wish of both parties to such settlements usually has been that there be no record made of them." (Report Indiana Labor Commission, 1897–98, pp. 7–9.)

From Report of 1899–1900, p. 11:

"Voluntary arbitration and conciliation are now extensively employed as means of adjusting differences between capital and labor in Indiana, and are rapidly growing in use and gaining popularity within its borders. In some trades such instrumentalities have almost wholly taken the place of the strike. Approval of these methods find strong expression in the ranks of labor, and some of their constant champions are among the practical thinkers on economic subjects in labor organizations, and the trades most friendly to these processes are these which represent the oldest and strongest associations. In some trades contracts are made in which wages and working conditions are agreed upon for the ensuing season, and where provisions are also made that if controversies arise they shall be settled by arbitration or conciliation without cessation of work. With these settlements occurring annually, and being observed in the spirit of sincerity, there is growing up a better feeling through a fuller confidence, and a stronger sentiment of reciprocal dependence and trustfulness. Force, as typified by the average strike, involves so many of the elements of repugnance that the conditions of settlement in most instances are less advantageous than if the more pacific and rational method of conciliation or arbitration had been employed."

IOWA.

Statutory provisions as to local boards.—An Iowa act of 1886[1] authorized the establishment of more or less permanent local boards of arbitration and conciliation for particular trades. No use, however, was ever made of the authority given in the law, and it was omitted by the code revisers of 1896. The provisions are nevertheless interesting. They resemble in some degree those of the French statutes concerning councils of prud'hommes.

The district court of each county was directed to issue a license for the establishment of a tribunal for voluntary arbitration whenever a petition should be presented signed by at least 20 persons employed as workmen and by employers having at least that number of employees. The tribunal should consist of not less than 2 employers, or their representatives, and 2 workmen, or their representatives. There was also to be an umpire who, however, should be appointed only by the agreement of all the representatives of employers and workmen.

[1] Act of March 6, 1886.

These tribunals should take jurisdiction of any dispute between employers and workmen who had petitioned for their establishment, or who might submit their dispute to it in writing. The majority of the tribunal might provide for an examination of books, documents, and accounts, or the tribunal might unanimously direct that instead of producing books an accountant should be appointed to examine the records and make a report. Committees of the tribunal might be established consisting of an equal number of employers and employees, and having power to settle finally any dispute as to which they could reach a unanimous agreement. In case of failure to agree, however, all matters must be referred to the full tribunal. Before the umpire should proceed to act the question in dispute must be plainly defined and signed by the members of the tribunal or by the parties themselves, and this submission must provide that the decision of the umpire should be final. There was, however, no provision in the law as to the method of enforcing the decision.

KANSAS.

1. **Permanent local boards.**—Kansas has a law similar in many regards to that of Iowa, providing only for local boards of arbitration. As in Iowa, the law is a dead letter. The law differs from that of Iowa, however, in providing that the district court itself shall, when it establishes a tribunal, appoint an umpire, who shall be called upon to act whenever the other members of the tribunal have failed to agree, after holding 3 meetings upon the subject. The award of the umpire is conclusive as regards matters submitted to him by the other members of the tribunal or by the parties.

The following is the Kansas statute in full (Gen. Stats., 1889, ch. 5a):

TRIBUNALS OF VOLUNTARY ARBITRATION.

PARAGRAPH 332. The district court of each county, or a judge thereof in vacation, shall have the power, and upon the presentation of a petition as hereinafter provided it shall be the duty, of said court or judge to issue a license or authority for the establishment within and for any county within the jurisdiction of said court, of a tribunal for voluntary arbitration and settlements of disputes between employers and employed in the manufacturing, mechanical, mining, and other industries.

PARAGRAPH 333. The said petition shall be substantially in the form hereinafter given, and the petition shall be signed by at least 5 persons employed as workmen, or by two or more separate firms, individuals, or corporations within the county who are employers within the county. * * *

SECTION 3. If the said petition shall be signed by the requisite number of either employers or workmen, and be in proper form, the judge shall forthwith cause to be issued a license, authorizing the existence of such a tribunal and containing the names of 4 persons to compose the tribunal, 2 of whom shall be workmen and 2 employers, all residents of said county, and fixing the time and place of the first meeting thereof. * * *

PARAGRAPH 335. Said tribunal shall continue in existence for one year from the date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, mining, or other industry, who may submit their disputes in writing to such tribunal for decision. * * * Said court at the time of the issuance of said license shall appoint an umpire for said tribunal, who shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The umpire shall be called upon to act after disagreement is manifested in the tribunal by failure to agree during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same. And the award of said tribunal shall be final and conclusive upon the questions so submitted to it: *Provided*, That said award may be impeached for fraud, accident, or mistake.

PARAGRAPH 336. The said tribunal when convened shall be organized by the selection of one of their number as chairman, and one as secretary, who shall be chosen by a majority of the members.

PARAGRAPH 337. The members of the tribunal and the umpire shall each receive as compensation for their services, out of the treasury of the county in which said dispute shall arise, two dollars for each day of actual service. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a suitable room for the use of said tribunal shall be provided by the county commissioners.

PARAGRAPH 338. All submissions of matters in dispute shall be made to the chairman of said tribunal, who shall file the same. The chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents, and accounts necessary, material and pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute. The umpire shall have power when necessary to administer oaths and examine witnesses, and examine and investigate books, documents, and accounts pertaining to the matters submitted to him for decision.

PARAGRAPH 339. The said tribunal shall have power to make, ordain, and enforce rules for the government of the body when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments, but such rules shall not conflict with this statute nor with any of the provisions of the constitution and laws of the State: *Provided*, That the chairman of said tribunal may convene said tribunal in extra session at the earliest day possible, in cases of emergency.

PARAGRAPH 340. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal or a majority thereof, or by the parties submitting the same; and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon after hearing shall be final; and said umpire must make his award within five days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award of money or the award of the tribunal, when it shall be for a specific sum, may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may on motion of anyone interested, enter judgment thereon; and when the award is for a specific sum of money may issue final and other process to enforce the same. * * *

PARAGRAPH 341. The form of the petition * * * shall be as follows: "To the district court of ——— County [or a judge thereof * * *]: The subscribers hereto being the number and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the manufacturing, mechanical, mining, and other industries, pray that a license for a tribunal of voluntary arbitration may be issued, to be composed of five persons and an umpire, as provided by law."

2. Conciliation by State labor commissioner.—The report of the Kansas bureau of labor for 1898 (pp. 326, 334) shows that the State commissioner of labor, in connection with the investigation of strikes which he is authorized to make according to law, takes a more or less active part in trying to bring about peaceful settlement of them. During two of the strikes in the coal mines of Kansas during 1899 the commissioner held conference with the employers and the miners, and undoubtedly had some influence in bringing about an agreement. The most important of these strikes was one which extended also into Arkansas and Indian Territory. Part of the employers involved held conferences with the men, in which the commissioner of labor had some part, and reached an early settlement. The other employers, however, refused to negotiate and the strike continued for many months.

3. Arbitration of railroad strikes.—A unique provision was adopted by Kansas in 1899 regarding the settlement of disputes on railways.[1] A court of record, to be known as the court of visitation, was created. It consisted of a chief judge and two associate judges. Its chief functions had to do with the regulation of railway rates and other railway matters, but it also was authorized to try to prevent the disturbance of transportation by strikes. The act amounted, in fact, to a provision for compulsory arbitration of railway disputes. If the court found the employees at fault in any strike it might prohibit them from interfering with the operation of the railroad; if it found that the employers had been unjust the court might direct the railway to resume its usual operations. This last provision apparently implied that the railway would have to concede to the demands of its striking employees in case it should be necessary in order to continue operations upon the usual scale.

The Kansas statute was never put into actual application, and, indeed, the court of visitation has not been in existence for about two years.

The chief provision of the Kansas statute regarding arbitration is as follows:

SEC. 42. Whenever it shall be made to appear to said court by affidavit that a strike by the employees, or part of them, of any railroad company organized under the laws of this State or doing business therein is obstructing commerce or the traffic on such railroad and inconveniencing the public, or the people of any municipality, or endangers or threatens the public tranquillity, said court shall issue a citation requiring said corporation to appear before it, at a day and hour named, and make answer, verified by the positive oath of an officer or agent of said corporation residing in this State and then present therein, concerning the said strike, its extent, the cause or causes thereof, what conduct, if any, of said corporation or its officers led to such strike, and the precise point or points of dispute between said corporation and its striking employees. If said answer be not made at the time fixed, or be evasive, the court shall make a final decree as upon hearing and enforce the same as such. If said answer be properly made, the matter shall be without further delay summarily heard upon evidence; and if the corporation be found free from fault in the premises and the strike unreasonable, the court shall so find, and the said proceedings shall be dismissed; and thereupon, and upon public notice as ordered by the court given of such decision, it shall be unlawful for said strikers, or any of them, to interfere in any manner whatever, by word or deed, with any other employees said corporation may employ and set to work. But if the court shall find that said corporation has failed in its duty toward its employees, or any of them, or has been unreasonable, tyrannical, oppressive or unjust, and the strike resulted therefrom, the court shall so find specifically, and shall enter a decree commanding such corporation to proceed forthwith to perform its usual functions for the public convenience, and to the usual extent and with the usual facilities, as before said strike occurred; and if said decree shall not be implicitly obeyed, in full and in good faith, the court may take charge of said corporation's property and operate the same through a receiver or receivers appointed by said court until the court shall be satisfied that said corporation is prepared to fully resume its functions; all costs to be paid by said corporation. If, in answer to said original process ordering it to show cause as aforesaid, said corporation shall show to the court's satisfaction that said striking employees have resumed work and said strike has ended, the proceeding shall be dismissed. If in such answer it shall show to the court's satisfaction that said striking employees have resumed work under an agreement to remain in said corporation's service pending the hearing of the proceedings, and that the corporation will abide by the terms of said agreement, then, and only in such case, the hearing of said matter in controversy concerning the cause or causes of said strike may be postponed on request a reasonable time, or from time to time, while said employees so remain at work; and upon settlement of said strike said proceedings may be at any time dismissed; but if said employees again quit work, said matter shall be brought to an immediate hearing and decree, notwithstanding a pending postponement.

Approved January 3, 1899.

LOUISIANA.

1. Statutory provisions.[2]—The Louisiana board consists of 5 members instead of the usual 3, 2 being selected from employers, 2 from employees on the recommendation of labor organizations, and the fifth upon the recommendation of the other four. Their term of office is 4 years.

[1] Laws of 1899, ch. 28.

[2] Acts, 1894, th. 139.

vestigation on application of parties.—The board is bound to take cognizance ny dispute between an employer who employs not less than 20 persons and his loyees, upon application of either or both parties. The application must be ed by the employer or by a properly ascertained majority of the employees the department affected or by a properly chosen representative of such loyees. It must contain the promise to continue without lockout or strike il the decision of the board is made, if made within 10 days. The names of the ployees making or sanctioning the application are to be kept secret. The rd shall make prompt inquiry and report to the parties what, if anything, ought be done to adjust the dispute. If mediation fails, the board shall make a itten report, which shall at once be made public.

nvestigation and mediation on initiative of board.—Wherever it shall come to knowledge of the board, by notice from a mayor or other local officer or in any ier way, that a strike is threatened, or has occurred, it is the duty of the board communicate with the employer and employees and to try by mediation to ect a settlement, or, provided that the strike or lockout is not actually in force, persuade them to submit the matters in dispute to arbitration. It is the duty the mayor or other local officer to give notice of strikes.

The State board shall, in default of other settlement, investigate the cause of e controversy and publish a report stating the cause and assigning the responsility or blame.

Compensation of board.—Five dollars per day of actual service, and expenses.

Power to summon witnesses.—The board is not given an unlimited power to mpel testimony, but is specially authorized to summon as a witness any operative ffected or any person who keeps the records of wages, and to require the prouction of books and papers containing the records of wages earned or paid.

2. Work of board.—While the Louisiana board has been organized, it does not ppear that it has ever accomplished results of importance.

MARYLAND.[1]

Statutory provisions—Local boards of arbitration.—Maryland has a law providing for the establishment of local boards, but it appears to be entirely a dead letter. By the terms of the law any subject of dispute between employers and employees may be settled by arbitration in the following manner: If they agree in writing to abide by the decision of any judge or justice of the peace, this judge or justice must hear the case and determine it in a summary manner. Or the parties may agree to submit the case to arbitrators to be appointed by such judge or justice, half of whom shall be employers and the other half employees, all acceptable to the parties respectively. The judge or justice in this case shall sit with the other arbitrators.

Every determination of a dispute by a judge or justice, or by a board of arbitration thus appointed, shall have the same effect as if the action had been regularly brought in court by due process of law. It is further provided, however, that if the parties see fit they may mutually agree upon any system of arbitration different from that above described, the award to be conclusive as between the parties. Another peculiar provision is that whenever any controversy shall arise between a corporation in which the State of Maryland is interested as a stockholder or creditor and its employees which shall tend to impair the prosperity or usefulness of the corporation, the State board of public works may, in its discretion, suggest to the parties to submit to arbitration. If the parties shall refuse to do so it shall be the duty of the board of public works itself to examine into the cause of the controversy and to report concerning it to the next general assembly.

MASSACHUSETTS.

1. **Statutory provisions.**[2]—*Composition of State board.*—The governor, with the consent of the senate, is to appoint a State board of 3 members, of the Board of Mediation and Arbitration, 1 an employer or representative of an employers' association, 1 selected from some labor organization, and a third appointed upon the recommendation of these two. The term of office is 1 year.

Investigation on application of parties.—The board is bound to take cognizance of any dispute between an employer who employs not less than 25 persons and his employees, upon application of either or both parties. The application must be signed by the employer or by a majority of the employees in the department

[1] Code of Public Laws, art. 7.

[2] Acts of 1886, ch. 263, as amended 1887, ch. 269; 1888, ch. 261, and 1892, ch. 382.

affected or by a properly chosen representative of such employees. It must contain the promise to continue without lockout or strike until the decision of the board, if made within 3 weeks. The names of the employees making or sanctioning the application are to be kept secret. The board shall make prompt inquiry and report to the parties what, if anything, ought to be done to adjust the dispute. This decision shall at once be made public.

Effect of the decision.—Where both parties are joined in an application for arbitration the decision shall be binding on them for 6 months, or until either gives notice of 60 days for its termination.

Investigation and mediation on initiative of board.—Wherever it shall come to the knowledge of the board, by notice from a mayor or other local officer or in any other way, that a strike is seriously threatened or has occurred, it is the duty of the board to communicate with the employer and employees and to try, by mediation, to effect a settlement, or, provided that a strike or lockout is not actually in force, to persuade them to submit the matters in dispute to arbitration. It is the duty of the mayor or other local officer to give notice of strikes.

The State board may, if it deems advisable, in default of other settlement, investigate the cause of the controversy and publish a report, stating the cause and assigning the responsibility or blame.

Witnesses.—No definite provisions authorizing compulsion of testimony, but power is implied.

Expert assistants.—If the parties desire, each may appoint 1 person to act as an expert assistant to the State board in its investigation. These persons shall be familiar with the business affected. They shall obtain information concerning the wages paid and the methods prevailing in similar establishments within the State. They shall be paid $7 per day and expenses.

Compensation of State board.—Two thousand dollars per year each and expenses.

Local boards of arbitration and conciliation.—The parties to any controversy may agree to submit their dispute to a local board, the compensation of which may either be mutually agreed upon or the employer may designate 1 member, the employees another, and the 2 may select a third who shall be the chairman. This board shall have all the powers of the State board, and its jurisdiction is exclusive, although it may ask advice of the State board. The decision is binding to whatever extent may have been agreed upon by the parties in making the submission. These local arbitrators are paid, by the town or county, $3 per day, not exceeding 10 days for any one arbitration.

The following is the full text of the Massachusetts act, as amended:

SEC. 1 (as amended by chapter 269, acts of 1887, and by chapter 261, acts of 1888). The governor, with the advice and consent of the council, shall, on or before the first day of July in the year eighteen hundred and eighty-six, appoint three competent persons to serve as a State board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, the third shall be appointed upon the recommendation of the other two: *Provided, however*, That if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the governor. They shall hold office for one year, or until their successors are appointed. On the first day of July, in the year eighteen hundred and eighty-seven, the governor, with the advice and consent of the council, shall appoint three members of said board in the manner above provided, one to serve for three years, one for two years, and one for one year, or until their respective successors are appointed; and on the first day of July, in each year thereafter, the governor shall in the same manner appoint one member of said board to succeed the member whose term then expires, and to serve for the term of three years or until *his* successor is appointed. If a vacancy occurs at any time, the governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board who shall receive such salary as may be allowed by the board, but not exceeding twelve hundred dollars a year.

SEC. 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor and council.

SEC. 3 (as amended by chapter 269, acts of 1887). Whenever any controversy or difference, not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, copartnership, or corporation, and his employees, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town in this Commonwealth, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or town where said business is carried on.

SEC. 4 (as amended by chapter 269, acts of 1887, and chapter 385, acts of 1890). Said application shall be signed by said employer, or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lockout or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. When an application is signed by an agent

aiming to represent a majority of such employees, the board shall satisfy itself that such agent duly authorized in writing to represent such employees, but the names of the employees giving ich authority shall be kept secret by said board. As soon as may be after the receipt of said appli- ation the secretary of said board shall cause public notice to be given of the time and place for the earing thereon; but public notice need not be given when both parties to he controversy join in he application and present therewith a written request that no public notice be given. When such equest is made, notice shall be given to the parties interested in such manner as the board may rder, and the board may, at any stage of the proceedings, cause public notice to be given, notwith- tanding such request. When notice has been given as aforesaid, each of the parties to the contro- ersy, the employer on the one side, and the employees interested on the other side, may in writing ominate, and the board may appoint, one person to act in the case as expert assistant to the board. he two persons so appointed shall be skilled in and conversant with the business or trade concern- ng which the dispute has arisen. It shall be their duty under the direction of the board to obtain nd report to the board information concerning the wages paid and the methods and grades of work revailing in manufacturing establishments within the Commonwealth of a character similar to that n which the matters in dispute may have arisen. Said expert assistants shall be sworn to the faith- ul discharge of their duty; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the Commonwealth such compensation as shall be allowed and certified by the board, together with all necessary traveling expenses. Nothing in this act shall be construed to prevent the board from appointing such other additional expert assistant or assistants as it may deem necessary. Should the petitioner or petitioners fail to perform the promise made in said appli- cation, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative in the departments of busi- ness affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summonses may be signed and oaths administered by any member of the board.

SEC. 5. Upon the receipt of such application and after such notice, the board shall proceed as before provided and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board and published at the discretion of the same in an annual report to be made to the general court on or before the first day of February in each year.

SEC. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by post- ing the same in three conspicuous places in the shop or factory where they work.

SEC. 7 (as amended by chapter 269, acts of 1887). The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the State board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclu- sive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the State board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the State board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the con- troversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the mayor of such city or the board of selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration. Whenever it is made to appear to the mayor of a city or the board of selectmen of a town that a strike or lockout such as described in section eight of this act is seriously threatened or actually occurs, the mayor of such city or the board of selectmen of such town shall at once notify the State board of the facts.

SEC. 8 (as amended by chapter 269, acts of 1887). Whenever it shall come to the knowledge of the State board, either by notice from the mayor of a city or the board of selectmen of a town, as pro- vided in the preceding section or otherwise, that a strike or lockout is seriously threatened or has actually occurred in any city or town of the Commonwealth, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lockout was employing, not less than twenty-five persons in the same general line of business in any city or town in the Commonwealth, it shall be the duty of the State board to put itself in communication as soon as may be with such employer and employees, and endeavor by mediation to effect an amicable set- tlement between them, or to endeavor to persuade them, provided that a strike or lockout has not actually occurred or is not then continuing to submit the matters in dispute to a local board of arbi- tration and conciliation, as above provided, or to the State board; and said State board may, if it deems it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section three of this act.

SEC. 9. Witnesses summoned by the State board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writ- ing the amount of his travel and attendance. The amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to draw from the treasury of the Common- wealth as provided for in chapter one hundred and seventy-nine of the acts of the year eighteen hun- dred and eighty-four.

And also (1892, 382):

SEC. 1. In all controversies between an employer and his employees in which application is made to the State board of arbitration and conciliation, as provided by section four of chapter two hundred and sixty-three of the acts of the year eighteen hundred and eighty-six as amended by section three of chapter two hundred and sixty-nine of the acts of the year eighteen hundred and eighty-seven, and by section one of chapter three hundred and eighty-five of the acts of the year eighteen hundred and ninety, said board shall appoint a fit person to act in the case as expert assistant to the board. Said expert assistants shall attend the sessions of said board when required, and no conclusion shall be announced as a decision of said board in any case where such assistants have acted until after notice given to them, by mail or otherwise, appointing a time and place for a final conference between

said board and expert assistant on the matters included in the proposed decision. Said expert assistants shall be privileged to submit to the board at any time before a final decision shall be determined upon and published any facts, advice, arguments, or suggestions which they may deem applicable to the case. They shall be sworn to the faithful discharge of their duties by any member of said board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive for their services from the treasury of the Commonwealth the sum of seven dollars for each day of actual service, together with all their necessary traveling expenses.

The following are some of the forms used by the Massachusetts board:

NOTICE OF STRIKE OR LOCKOUT.

To the honorable the State Board of Arbitration:

The undersigned respectfully represent that on the —— day of ——, A. D. ——, a strike or lockout occurred in ——, in this Commonwealth, involving —— —— and those lately employed by —— ——; that at the time of the occurrence of said strike or lockout said —— ——, employing not less than twenty-five persons in the same general line of business, to wit, —— at said ——; that the nature of the controversy, briefly stated, is as follows: ——.

Wherefore, your honorable board is respectfully requested to put itself in communication, as soon as may be, with said employer and employees, and endeavor, by mediation, to effect an amicable settlement between them, and, if the board deems it advisable, investigate the cause or causes of said controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same.

Dated this —— day of ——, A. D. ——.

—— ——.
—— ——
—— ——
—— ——.

APPLICATION.

[Which may be used by employer, employees, or by both jointly.]

To the State Board of Arbitration and Conciliation, Boston, Massachusetts:

The undersigned hereby make application to the board for the adjustment of a dispute existing between —— —— and —— employees, in the —— department of the business of manufacturing (*a*) ——, carried on at ——, Massachusetts, by (*b*) ——, who employ at this time not less than twenty-five persons in the same general line of business in said city or town.

The grievances complained of are (*c*) ——.

The undersigned hereby promise and agree to continue on in business or at work (as the case may be) without any lockout or strike, until the decision of the board, if it shall be made within three weeks of the date of filing this application.

The parties hereby request that no public notice be given of the hearing on this application (*d*).

Dated at —— this —— day of ——, 189–.

—— ——,
Employer (*e*).
(Post-office address:) ——.

—— ——,
—— ——,
—— ——,
—— ——.
Employees (*e*).
(Post-office address:) ——.

a Insert name of business carried on by employer.

b Insert name of employer.

c Make a full and concise statement of the matters in dispute or things complained of.

If the application be signed by both parties and they can not agree upon the statement, each should make a separate statement.

d If public notice of the time and place of hearing be desired by either party, draw the pen through this request.

e The application may be signed by the employer, or by a majority of the employees in the department of business in which the controversy or difference exists, or by both, or by the duly authorized agent of either or both parties. When the application is signed by an agent of the employees he should sign his own name with the word "agent" added; but in such case apart from the application it must be shown by certificate of agency or otherwise that he is duly authorized, in writing, by a majority of the employees in the department in question.

2. Work of the Massachusetts board.—*Generally.*—Prior to 1900 the Massachusetts board of mediation and arbitration published no statistical summary of the cases of which it took cognizance, although it gave yearly an estimate of the annual earnings of the employees interested in the cases coming before the board. A statement was made, however, in the annual reports of the proceedings in connection with each individual case. The statements made in certain cases are not sufficiently specific so that it is possible to determine with absolute certainty what was accomplished by the intervention of the board, or to answer categorically some of the other questions which arise as to the procedure. For 1900 a detailed summary is given in the report. The summary presented below, compiled from the statements of cases in the reports for the years 1894 to 1899, does not claim

accuracy in all of its details, but it gives, nevertheless, a fairly correct view of the nature of the board's work.

Summary of work of Massachusetts State board of mediation and arbitration, 1894–1900.

	1894.	1895.	1896.	1897.	1898.	1899.	1900.	Total.
Total number of cases	37	32	30	36	22	26	49	232
Cases arbitrated	10	10	12	14	5	1	2	54
Cases mediated:								
Successful	8	10	6	7	3	11	27	72
Unsuccessful	19	12	12	15	14	14	20	106
Joint applications by parties	11	11	12	14	5	2	6	61
Application by one party	7	6	4	8	4	5	14	48
Action by initiative of board	19	15	14	14	13	19	34	128
Public hearings held		3	1	1	1			6
Wages involved, annual	$6,054,900	$1,704,666	$1,216,300	$1,036,360	$4,227,590			

The figures showing the total number of cases coming before the board, include every case which has been brought to its official cognizance, even although its action may have been forestalled by a voluntary settlement between the parties, or in some other way.

The cases during the 7 years from 1894 to 1900 have averaged about 33 yearly, the largest number being in 1900, 49, and the smallest in 1898, 22, and the total for the 7 years being 236. The cases in which there was a formal arbitration and decision by the board can be fairly distinguished from those in which the board merely mediated, endeavoring by its good offices to bring about a mutual agreement between the parties. The average number of cases of formal arbitration has been about 7 yearly, the largest number being 14, in 1897, and the smallest 1, in 1899. It is noteworthy that in only 1 case during these years has there been an absolute refusal on the part of the employees to abide by the decision of the board in a case arbitrated, while apparently there has been no instance of refusal on the part of the employers. On the other hand, there have been at least 7 cases where the employers have refused to submit a matter to the binding decision, although the employees have offered to do so, while in 4 or more cases the employees have declined formal arbitration when offered by the employers. There are, of course, many more cases where one or both parties refused to accept the mediation of the State board or to follow its recommendations in case of mediation.

The number of cases in which the State board has mediated rather than arbitrated is 178. In estimating the number of instances in which mediation has proved successful, the attempt is made to determine those cases in which a settlement has been reached through the intervention of the board which probably would not have been reached at all, or would have been reached less promptly, without such intervention. The number of such instances is 72, being about two-fifths of the total number of cases of mediation. The instances of unsuccessful mediation, however, include a considerable number where settlements of some sort or another, or failure of strikes, had already occurred before the board had time actually to take any steps in the matter, and others in which its good offices were from the first refused by both parties. The number of cases in which, after the board had succeeded in securing actual conferences with the parties in dispute, it has failed to bring about a settlement is therefore considerably less than the 106 shown in the total. The proportion of cases in which mediation has proved successful as compared with those in which it has proved unsuccessful varies considerably in different years. The greatest success appears to have been obtained in 1900, when 27 cases of mediation resulted in a settlement, as against 20 which were unsuccessful.

Including together the cases which the board has settled by means of arbitration and those in which its mediation has hastened or effected a settlement, it will be found that in more than half of the total number of cases brought to its attention the efforts of the board have been successful, in greater or less degree, while if we should eliminate those cases in which the board found itself at the outset precluded from taking any action whatever the proportion of successful instances would be considerably higher.

The Massachusetts law provides for arbitration only in case both parties agree in applying for it. There are a few cases also in which the board mediates upon the application of both parties. Apparently the total number of instances dur-

ing the 7 years from 1894 to 1900 in which both parties applied to the board to aid in settling their dispute was 61, while in 48 additional cases application for the intervention of the board was made by one of the parties. Even as to these instances, however, it is not always the case that the first movement to secure the assistance of the board has come from either or both parties. It is the practice of the board, whenever it hears of a strike in which its services are likely to be used, to send circulars and blank forms of application to the parties, and where the application for intervention results from such action it can scarcely be said that the initiation of the process begins with the parties. In the case of the joint applications for arbitration especially, it is probably true in many instances that such applications are made only after the board has taken the initiative in the matter. But even if we count all such applications for the intervention of the board as showing the initiative taken by the parties, it still appears that in more than half of the instances in which the board has taken action the initiative has come from the board itself. The board frequently calls attention to the fact that parties to labor disputes are slow about applying for its services, and that it is often forced to urge them strenuously before they will accept its assistance.

There are a few cases from time to time in which the board is neither able to induce the parties to arbitrate their disputes nor to agree among themselves, and in which the board judges it wise to make a public investigation and to publish its opinion as to the justice of the case, in the hope that the sentiment of the community may bring about a settlement. Though it is not possible always to determine from the reports of cases whether such a public hearing has been held, resort to this method is comparatively rare, the total number of such hearings held during the 6 years in question being apparently 6.

The last row of figures in the table shows, doubtless somewhat roughly, the amount of the annual wages of the employees who have been involved more or less directly in disputes in which the board has intervened. It appears that the year in which the board's activity was most important was 1894, although in 1898, despite the fact that the number of cases coming before the board was fewer than in any other year, the amount of wages involved was reported to be very large—$4,227,570. These figures, however, are evidently far from being an accurate measure of the importance of the work of the board.

It is a noteworthy fact that a large majority of the cases in which the Massachusetts State board has actually acted as arbitrator and rendered a formal decision have been in connection with disputes in the boot and shoe industry, and most of these decisions have involved somewhat complex tables of prices for piecework. The introduction of new machinery in this industry appears to have made difficult the adjustment of prices for piecework, so that there has been a very large number of disputes, while, on the other hand, the spirit both of employers and employees seems to be quite often favorable to the peaceful settlement of the difficulty. In fact, there have been for a long time past not a few cases in which disputes in the boot and shoe industry have been settled by conciliation or by private arbitration. The State board has intervened in relatively few disputes in the textile industries, and has arbitrated in still fewer, although it had an important influence in settling a great strike at New Bedford in 1894. The board also has seldom been called upon to act in the case of disputes in the building trades. It is especially noteworthy that disputants have seldom been willing to submit to arbitration questions of general principle, such as that of the exclusive employment of union men. Questions relating to hours of labor also have been but rarely brought before the board for arbitration. In fact, it appears clearly from the statements regarding the individual cases in which the board's action has been successful that most of them have been disputes in which comparatively little bitter feeling was evoked between the parties. When once a strike has reached an acute stage and the feelings of the parties are strongly aroused, efforts at mediation or arbitration are not apt to be successful.

Two or three individual instances of the action of the Massachusetts State board may be stated as illustrative of the methods employed and of the results accomplished.

Spinners and weavers' strike, New Bedford, 1894.—In August, 1894, several cloth mills in New Bedford gave notice of a proposed reduction in wages, though without stating the precise amount of the reduction. Soon after the unions of spinners and weavers ordered strikes, which involved about 10,000 operatives and brought most of the cloth mills in the city to a standstill. The feeling of the operatives was sensibly embittered by the evasion on the part of the employers of the "particulars law." The State board sent out communications to both sides offering its services, but received no response. The mayor of the city invited the operatives and the manufacturers to a conference in the presence of the State

board, but only 1 manufacturer attended and nothing was accomplished. The efforts of the board to bring about a settlement had no effect until October, when, in response to an invitation, the representatives of the unions appeared before the board, although the managers of the mills refused to meet in joint conference. On the next day the board held a meeting with the employers and thereupon addressed a letter to both sides containing the following recommendation: "The advice of the board is that the operatives at once assemble in such manner as may seem to them best, and by vote propose to the agents of the respective mills that the mills be opened to the former operatives on Monday next, or as soon as practicable, under the concession of one-half of the reduction heretofore proposed by the manufacturers," and that the corporations accept such a proposition. Three days later an agreement was reached between the employers and the employees on the lines thus laid down by the board.

The board contrasts with the fortunate outcome of its efforts in this case the evil results of the refusal of the employers at Fall River to accept its offers of mediation or arbitration in connection with the great strike in that city, which was nearly coincident with the strike at New Bedford. The strike at Fall River lasted 2 or 3 weeks longer than that at New Bedford and resulted in a complete defeat of the employees.[1]

Marlboro boot and shoe workers.—The most elaborate and in many ways the most important disputes which have come before the Massachusetts board in recent years were a series of cases involving, in the words of the board itself, "practically the whole of the shoe manufacturing industry of Marlboro," which were decided in the year 1896. There were 6 of these cases, 5 of which were settled by formal arbitration, each involving the fixing of a large number of different items of prices for piecework. Thus, in the case of the S. H. Howe Shoe Company, the decision for 1 factory involved the fixing of 102 prices. As an illustration of the complexity of these decisions, 2 or 3 items may be quoted.

Stitching second row, folded linings, men's, boys', and youths'	$0.03
Stitching second row, folded linings, little gents'	.02½
Stitching second row, no linings, men's, boys', and youths', union special machine	.02½

3. **Opinion of board itself concerning its work.**[2]—The Massachusetts board of arbitration itself repeatedly expresses in its reports the opinion that its work has been of very great benefit to the industrial interests of the State.

It believes that its usefulness has steadily grown and that both employers and employees are becoming more disposed to settle their disputes by peaceful means, either by appeal to the State board or otherwise. Nevertheless, the members of the board frequently express regret at the unwillingness of employees and still more of employers to accept its aid in settling their difficulties, or at least concerning the tardiness of their consent to mediation or arbitration. It urges that only as the general sentiment among those immediately interested in labor difficulties, and among the citizens generally, insists more strongly upon the adjustment of industrial disputes by conciliatory means will the board be able to exercise the most satisfactory influence. The following extracts, from some of the more recent annual reports of the Massachusetts board of mediation and conciliation, bring out these opinions clearly:

Report of 1895, page 10: "In the last 12 months the work of the board and the law creating it have been frequently mentioned with approval in other States and countries. How far such commendations are deserved it is not for us to say. But if, as it has been said, our Commonwealth has adopted the best way yet discovered of dealing with controversies between employers and employees, it is strange that so many of the employers and workmen of our State appear not to realize the importance of it sufficiently to enable them to avert, as they might do, many of the most troublesome controversies by appealing to the board in the first stages of the dispute, when there is yet time for cool discussion. The same old theoretical objections are constantly appearing in quarters where the board is not known through practical experience with its work and methods, and the same old regrets are constantly expressed that parties interested did not know in the beginning more about the board and the law governing its action.

"There is, however, a brighter side for those who will work and hope. For 9 years this Commonwealth has had a State board whose duty it is to urge even upon unwilling ears the practical advantage of settling disputes by reason and discussion, rather than by the arbitrary use of force and intimidation. We believe that progress has been made every year; that the good influence has been felt all

[1] Report Massachusetts Board of Arbitration, 1894, pp. 114–129.
[2] See also testimony of Hon. Chas. D. Walcott before the Industrial Commission, Reports, vol. VII, pp. 906–919.

over the State, and that the methods of arbitration and conciliation have commended themselves, when in actual operation, in quarters where there had been either distrust of their practical efficiency or openly expressed dislike to them on theoretical grounds. Some recent strikes have been the most extensive and bitterly contested controversies in the State's history, but although the militia of 4 other States were at one time in arms for the preservation of order and the protection of property, nothing of the sort has been required in Massachusetts."

Report of 1896, p. 6: "It may be said in general of the board's work during the last year that, while the volume of business has not increased, the quality of the work has not deteriorated. In the last 12 months have occurred most noteworthy instances of successful arbitration and conciliation. All decisions upon joint applications have been accepted in the best spirit by the parties concerned, and when the parties to a controversy thought there was nothing which they could reasonably be expected to submit to arbitration, the board has been successful beyond the anticipations of anyone in bringing the representatives of the parties together and effecting an amicable agreement. A good instance of this kind is seen in the case of the Boston steam fitters, who, after a settlement had been practically agreed upon, were so well pleased with what had been done that they united in putting into the settlement an agreement that in the future any differences which can not be settled by the respective committees of the association of employers and the union shall be referred to the State board for final decision, without strike or lockout."

Report of 1897, p. 8: "There appears to have been of late a marked change in the attitude of organized labor towards arbitration, notably in Boston and Lynn. It is a cause of regret that the expressed willingness of workmen and the unions to submit questions to the decision of an impartial tribunal has not always been met in a conciliatory spirit by employers. * * *

"With this view of what is expected of the board, we are led every year to take cognizance of strikes and lockouts when there is no reasonable expectation of an early adjustment by agreement of the parties. Sometimes under these discouraging conditions, by the exercise of patience, tact, and discretion, good results have been achieved through the efforts or by the advice of the board, but a perceptible lapse of time is essential for the purpose, and the first attempts at getting acquainted with the parties and securing their confidence are sometimes spoken of by the newspapers and by magazine writers as 'failures.' The apparent results or want of result in such cases are by themselves no proper test of the work of a board or of the value of an economical principle or policy. Some people who are unfavorable to any form of State arbitration, and therefore determined not to see any good that may be done by it, are ready to cite all these cases as 'failures' of State arbitration, although rightly viewed they merely show the failure in particular instances of employees or employers to make use of an influence which always works for harmony and never for discord. Arbitration presupposes a certain amount of intelligence and a considerable degree of self-control on the part of those who are expected to resort to it. The reasonable expectation is that it will be resorted to before war is declared and everybody thereby made angry and excited. The realization of this truth makes slow but, as we believe, steady progress among the people, and until it is well understood the results of any form of arbitration must of necessity fall short of what ought to be seen."

MICHIGAN.

Statutory provisions as to State board.[1]—The law merely authorized the governor to establish a board at his discretion, and until about 1900 none was instituted, and as yet little has been accomplished.

Composition of board.—Three members, appointed for 3 years, with no restrictions as to qualifications.

Investigation on application of parties.—In this State there is no provision for investigation on the application of one party only, although perhaps this would be covered by the authority of the board to endeavor to mediate in any strike coming to its knowledge. The law simply provides that it is lawful for the parties to a labor dispute to submit it jointly to its decision. In this case they must agree to abide by the decision of the board and to continue at work pending such decision, provided it shall be given within 10 days after the completion of the investigation. The decision would thus nominally be binding, but the law contains no special provision as to the time which it shall continue in force or as to the method of compelling obedience.

Investigation and mediation on initiative of board.—Wherever it shall come to the knowledge of the board that a strike is threatened or has occurred, it is the

[1] Laws, 1889, ch. 238.

uty of the board to communicate with the employer and employees and to try y mediation to effect a settlement.

The State board may, if it deems advisable, in default of other settlement, investigate the cause of the controversy.

Compensation of board.—Five dollars per day of actual service; secretary, $1,200 per year.

Power to summon witnesses.—The board of arbitration is given, without very specific provisions, general power, such as that of a court, to summon witnesses and require the production of books and papers.

Work of board.—For some years after this law was passed the governor appointed no board. Quite recently a board was constituted and has accomplished a few results of some importance. No printed report has yet appeared.

MINNESOTA.

Statutory provisions.[1]—*Composition of board.*—The governor, with the consent of the senate, is to appoint a State board of 3 members, 1 an employer or representative of an employer's association, 1 selected from some labor organization, and a third appointed upon the recommendation of these 2. The term of office is 2 years.

Investigation on application of parties.—The board is bound to take cognizance of any dispute between employers and employees upon application of either or both parties. The application must be signed by the employer or by a properly ascertained majority or representative of the employees. It must contain the promise to continue without lockout or strike until the decision of the board, if made within 3 weeks. The board shall make proper inquiry and report to the parties what, if anything, ought to be done to adjust the dispute. This decision shall at once be made public.

Effect of the decision.—Where both parties are joined in an application for arbitration, the decision shall be binding on them for 6 months, or until either gives notice of 60 days for its termination.

Investigation and mediation on initiative of board.—Wherever it shall come to the knowledge of the board, by notice from the mayor or other local officer, or from a labor or business organization, or in any other way, that a strike is threatened, or has occurred, it is the duty of the board to communicate with the employer and employees and try by mediation to effect a settlement or to persuade them to submit the matters in dispute to arbitration. The State board may, if it deems advisable, in default of other settlement, investigate the cause of the controversy and publish a report stating the cause, and assigning the responsibility or blame.

Compensation of board.—Five dollars per day of actual service and expenses.

Power to summon witnesses.—The board of arbitration is not given an unlimited power to compel testimony, but is specially authorized to summon as a witness any operative affected or any person who keeps the records of wages, and to require the production of books and papers containing the records of wages earned or paid.

Work of State board.—The following extract from a recent letter of the secretary of the Minnesota board shows that its activities as yet have been insignificant. It appears that for some time the positions were entirely vacant:

> The present board had been so recently appointed that the only business done was to meet and organize. We have made a search for reports of former boards, but are unable to find any, and correspondence with members of the former board indicates that no reports were made by them. In 1894 the printers on all the newspapers in the Twin Cities (St. Paul and Minneapolis) were locked out, and the matter was arbitrated before the State board, which found for the printers, but their decision was disregarded in part by the publishers. It seems the law was defective, in not providing a penalty, and the publishers therefore felt themselves free to do as they chose with the board's finding. This information is given as I personally recollect it, and is not taken from State records. The case cited appears to have been the only one ever brought before the Minnesota State board of arbitration. The present board will meet in a short time to adopt rules of procedure.

MISSOURI.

Statutory provisions—local boards of arbitration.—A Missouri law[2] provides that the commissioner of labor statistics may, upon being informed of the existence of a dispute which may result in a strike or lockout, visit the place and seek to mediate. He may also at his discretion order the formation of a local board of arbitration, composed of 2 employers and 2 employees, not parties to the dispute but engaged in similar occupations, the commissioner of labor to be president of

[1] Laws, 1895, ch. 170.

[2] Act April 11, 1889.

the board. Such a board has power to summon witnesses and to render a decision, but the only effect of the decision is "to give the facts leading to the dispute to the public through an unbiased channel." In no case shall a board of arbitration be formed when work has been discontinued, but the commissioner may order the formation of a board upon the resumption of work. All expenses of such boards are paid out of the appropriation for the bureau of labor statistics.

It does not appear that any important use has been made of the provisions of this law.

MONTANA.

Montana has an elaborate statute regarding arbitration (Political Code, part 3, sections 3330–3338), but no use has yet been made of it, and no State board appointed under its authority. The statute is very similar to that in Massachusetts, just described.

NORTH DAKOTA.

Mediation by labor commissioner.—In North Dakota the commissioner of agriculture and labor is directed, when requested to do so by either party to a labor dispute affecting 25 or more employees, to visit the place and seek to mediate between them.[1]

NEW JERSEY.[2]

1. **Statutory provisions.**—*Composition of State board.*—The New Jersey law originally provided that one of the three members of the board should be a member of a bona fide labor organization, but a later law, 1892, increased the board to 5, named its members, and provided that the governor should fill vacancies, without any regulation as to qualifications of the members. Apparently, however, the governor has followed the practice of appointing at least 1 labor member.

Investigation on application of parties.—In this State there is no provision for investigation on the application of one party only, although perhaps this would be covered by the authority of the board to endeavor to meditate in any strike coming to its knowledge. The law simply provides that it is lawful for the parties to a labor dispute to submit it jointly to its decision. In this case they must agree to abide by the decision of the board and to continue at work pending such decision, providing it shall be given within 10 days after the completion of the investigation. The decision would thus nominally be binding, but the law contains no special provision as to the time which it shall continue in force or as to the method of compelling obedience.

Mediation on initiative of board.—The law provides that whenever a strike or lockout occurs or is seriously threatened the board shall proceed to the locality and endeavor by mediation to bring about an amicable settlement. It may also inquire into the cause of the difficulty. There is no specific provision as to publishing a report fixing the responsibility.

Compensation of board.—Ten dollars per day of actual service, and expenses.

Local boards of arbitration.—In New Jersey any grievance between employers and employees may be submitted to a local board of 5 persons. When the employees are members of a labor organization 2 arbitrators shall be selected by such organization or by the central body to which it belongs. Otherwise 2 arbitrators are chosen by vote of the majority of the employees. The employer chooses 2 arbitrators and these designate a fifth, who is the chairman. The board having thus been constituted must secure from the county judge a license or order approving its organization, and referring to it the matters in dispute. This board has power to compel the attendance of witnesses and the production of books and papers to the same extent as courts of record. Its decision is a settlement of the matter referred to it unless an appeal is taken to the State board of arbitration. There is, however, no specific provision as to the method of enforcing the decisions.

2. **Work of the New Jersey[3] board.**—A perusal of the reports of the New Jersey State Board of Arbitration for the years 1895 to 1899 shows clearly that this board is far less active and accomplishes far less than the State boards of New York, Massachusetts, Ohio, and Indiana. The various reports each contain a long list of strikes in connection with which the board has offered its services as mediator or arbitrator, with the almost invariable comment that the employer, or more rarely the employees, refused to accept the services of the board. There appear to have

[1] Acts of 1890, ch. 46.
[2] Laws of 1892, ch. 137.
[3] See also testimony of Mr. James O. Smith, Reports of Industrial Commission, Vol. VII, p. 977.

n not more than 3 or 4 cases during the 5 years in which the board has really
l an important influence in settling a strike of any consequence, and in none
these cases has there been a formal arbitration and decision by the board.
e following quotation from its report for 1897 shows the recognition on the
t of the board that its powers are limited and its work of relatively small
portance:

"During the year ending with this date 68 strikes have come under the notice
our board. This is a little over an average of 1 a week for the whole State,
l considering the fact that even at this most of them were trivial, and of short
ration, it must be said the number was comparatively small. In the case of
ry strike brought to the notice of this board through any source whatever
r services were promptly offered to both sides. How far our services or sug-
stions went toward settling any of these disputes we can not say definitely,
t we do know of several instances in which we were credited with making rec-
mendations that ultimately resulted in bringing about a termination of the
ike.

"The law does not empower our board to step in and compel the parties to a
ike to submit the matter in dispute to arbitration. We can not do more than
fer our services; but if either side does not wish to accept the offer, we have no
thority to go any further. The consent of both sides is a prerequisite of suc-
ssful intervention on our part. Sometimes we find the employer willing that
e shall intervene, while at other times it is the employees who are desirous of
ilizing our services.

"In the year just ended we were requested only once to hold an investiga-
on, and that was in connection with the strike at Kearney & Foot's File Works,
aterson. We could not, however, see any object to be gained by acceding to the
ishes of the employees."

NEW YORK.

1. **Statutory provisions.**—*State board of arbitration.*—The organization and methods f business of the New York State Board of Mediation and Arbitration, which are ery similar to those of the State boards in other States, are set forth in detail in he statute, which is quoted in full below. Up to 1901 the law provided that one nember of the board should belong to one of the leading political parties, another nember to the other leading party, and the third to an incorporated labor organiza-ion. In the present year the existing board of arbitration was abolished, and he commissioner of labor, together with his first and second deputies, were given its powers and duties.[1] The board has authority to render decisions where both parties agree to submit to its arbitration, but the law contains no provisions regarding the method of enforcing such decisions. The board may also mediate in any strike or lockout upon its own initiative. The statute likewise provides for the establishment of local boards of arbitration.

The New York statute, modified only by the change in the composition of the board above indicated, is as follows:

SECTION 140. *Organization of board.*—There shall continue to be a State board of mediation and arbitration, consisting of three competent persons, to be known as arbitrators, appointed by the governor, by and with the advice and consent of the senate, each of whom shall hold his office for the term of three years and receive an annual salary of three thousand dollars. The term of office of the successors of the members of such board in office when this chapter takes effect shall be abridged so as to expire on the thirty-first day of December preceding the time when each such term would otherwise expire, and thereafter each term shall begin on the first day of January.

One member of such board shall belong to the political party casting the highest and one to the party casting the next highest number of votes for governor at the next preceding gubernatorial election. The third shall be a member of an incorporated labor organization of this State.

Two members of such board shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the State. Examinations or investigations ordered by the board may be held and taken by and before any of their number, if so directed, but a decision rendered in such a case shall not be deemed conclusive until approved by the board.

§ 141. *Secretary and his duties.*—The board shall appoint a secretary, whose term of office shall be three years. He shall keep a full and faithful record of the proceedings of the board, and all documents and testimony forwarded by the local boards of arbitration, and shall perform such other duties as the board may prescribe. He may, under the direction of the board, issue subpœnas and administer oaths in all cases before the board, and call for and examine books, papers, and documents of any parties to the controversy.

He shall receive an annual salary of two thousand dollars, payable in the same manner as that of the members of the board.

§ 142. *Arbitration by the board.*—A grievance or dispute between an employer and his employees may be submitted to the board of arbitration and mediation for their determination and settlement. Such submission shall be in writing, and contain a statement in detail of the grievance or dispute and the cause thereof, and also an agreement to abide the determination of the board, and during the investigation to continue in business or at work, without a lockout or strike.

[1] Laws of 1901, ch. 9.

Upon such submission the board shall examine the matter in controversy. For the purpose of such inquiry they may subpœna witnesses, compel their attendance, and take and hear testimony. Witnesses shall be allowed the same fees as in courts of record. The decision of the board must be rendered within ten days after the completion of the investigation.

§ 143. *Mediation in case of strike or lockout.*—Whenever a strike or lockout occurs, or is seriously threatened, the board shall proceed as soon as practicable to the locality thereof, and endeavor by mediation, to effect an amicable settlement of the controversy. It may inquire into the cause thereof, and for that purpose has the same power as in the case of a controversy submitted to it for arbitration.

§ 144. *Decisions of board.*—Within ten days after the completion of every examination or investigation authorized by this article, the board or majority thereof shall render a decision, stating such details as will clearly show the nature of the controversy and the points disposed of by them, and make a written report of their findings of fact and of their recommendations to each party to the controversy.

Every decision and report shall be filed in the office of the board and a copy thereof served upon each party to the controversy, and in case of a submission to arbitration, a copy shall be filed in the office of the clerk of the county or counties where the controversy arose.

§ 145. *Annual report.*—The board shall make an annual report to the legislature, and shall include therein such statements and explanations as will disclose the actual work of the board, the facts relating to each controversy considered by them and the decision thereon, together with such suggestions as to legislation as may seem to them conducive to harmony in the relations of employers and employees.

§ 146. *Submission of controversies to local arbitrators.*—A grievance or dispute between an employer and his employees may be submitted to a board of arbitrators, consisting of three persons, for hearing and settlement. When the employees concerned are members in good standing of a labor organization, which is represented by one or more delegates in a central body, one arbitrator may be appointed by such central body and one by the employer. The two so designated shall appoint a third, who shall be chairman of the board.

If the employees concerned in such grievance or dispute are members of good standing of a labor organization which is not represented in a central body, the organization of which they are members may select and designate one arbitrator. If such employees are not members of a labor organization, a majority thereof, at a meeting duly called for that purpose, may designate one arbitrator for such board.

§ 147. *Consent; oath; powers of arbitrators.*—Before entering upon his duties each arbitrator so selected shall sign a consent to act and take and subscribe an oath to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be filed in the clerk's office of the county or counties where the controversy arose. When such board is ready for the transaction of business it shall select one of its members to act as secretary, and notice of the time and place of hearing shall be given to the parties to the controversy.

The board may, through its chairman, subpœna witnesses, compel their attendance, and take and hear testimony.

The board may make and enforce rules for its government and the transaction of the business before it, and fix its sessions and adjournments.

§ 148. *Decisions of arbitrators.*—The board shall, within ten days after the close of the hearing, render a written decision, signed by them, giving such details as clearly show the nature of the controversy and the questions decided by them. Such decisions shall be a settlement of the matter submitted to such arbitrators, unless within ten days thereafter an appeal is taken therefrom to the State board of mediation and arbitration.

One copy of the decision shall be filed in the office of the clerk of the county or counties where the controversy arose, and one copy shall be transmitted to the secretary of the State board of mediation and arbitration.

§ 149. *Appeals.*—The State board of mediation and arbitration shall hear, consider, and investigate every appeal to it from any such board of local arbitrators, and its decisions shall be in writing and a copy thereof filed in the clerk's office of the county or counties where the controversy arose, and duplicate copies served upon each party to the controversy. Such decision shall be final and conclusive upon all parties to the arbitration.

2. Work of the New York State board of arbitration.—*General summary.*—The New York State board of arbitration publishes no statistical summary of its work. It gives, however, in its annual report a statement of its action in each of the more important cases in which it has intervened, at least such as are accompanied by actual cessation of work. There is every probability that the cases of intervention in strikes and lockouts thus mentioned include practically all of any significance, so that the summary of these will give a fairly satisfactory view of the work of the board. Perhaps a considerable number of instances in which intervention has proven unsuccessful fail of presentation. While it is not always possible to judge from the statements given precisely what share the board had in the controversy, the following table probably gives a fairly accurate record of the board's activities:

Work of New York State board of arbitration, 1894–1900.

	1894.	1895.	1896.	1897.	1898.	1899.	1900.	Total.
Total cases of intervention	20	25	18	26	21	29	18	157
Arbitration by agreement of parties.	2	1	.....	.....	2	.....	.....	5
Public hearings and reports	1	4	3	3	.....	6	1	18
Failure to settle by same	1	2	2	1	.....	2	.....	8
Successful mediation	9	10	7	14	10	12	14	76
Unsuccessful mediation	6	9	7	8	6	11	3	50
Local arbitration	2	1	1	1	3	.....	.....	8

The number of strikes and lockouts in which the board has intervened in one ay or another averages slightly over 23 yearly, and is fairly uniform from year year. The total number of cases during the 7 years, 1894 to 1900, was 157. he total number of strikes reported by the board during 1895–1900 was 2,181. It noteworthy that the cases in which there is formal arbitration in pursuance of joint application of the parties for a settlement of their dispute are exceedingly are. The 5 cases enumerated in the table include 2 or 3 in which the board ade formal recommendations on the application of one party only. In a some- hat larger number of cases, 18, the board has held a public hearing as to the auses and justice of the controversy, and has published the evidence taken, sually with some comment. In some cases settlement is made during the public vestigation, and no report is made. Such public hearings are generally held nly in case of important and prolonged disputes which the board has failed to ettle by mediation, and hence it is not surprising that in nearly half of the nstances in which public hearings have been held they have still failed to bring bout an adjustment.

The most important work of the New York board, as it itself repeatedly points ut, is in informal mediation between parties to labor disputes. Its reports con- ain the records of no less than 126 cases of such mediation during the past 7 ears as regards disputes which had gone so far as to result in suspension of work. In 76 of these the efforts of the board have, to judge from the reports resented, been instrumental in bringing about a settlement, or at least in has- ening it. It is, of course, impossible to know with certainty what would have been the outcome of these difficulties in the absence of the mediation of the State board. The number of strikes where mediation has been unsuccessful, as described in the reports, is 50, but it is possible that the board publishes no account of some of the less important instances in which its attempts at mediation have failed. One is struck in reading the reports of the board with the fact that the initiative in mediation or arbitration almost always comes from the board itself rather than from the parties. There appear to have been very few cases in which either party alone, and almost none in which both parties jointly, have appealed to the board for an adjustment of their difficulties. In 1899, out of 29 cases in which the board took action, the initiative in 23 came from the board itself, in 5 from employees, and in 1 from the employer.

That there has been a growing disposition to make use of the services of the New York board is claimed by its members apparently with good ground. Some idea of the importance of its work may be gained from the following quotation from the report of 1900. After naming the leading cases of intervention, the board says:

> The foregoing constitute a number of the more important troubles that occurred during the year. More than 12,900 persons were involved in those mentioned, and over 13,800 more were involved in other troubles, nearly 100 in number, in which the board took part, all of which will be referred to in detail in the body of the report which follows.

The New York law also makes provision for the settlement of disputes by local arbitration, and there have been 8 cases during the past 7 years in which this method has been employed at the instance of the State board. In several of these cases a member of the State board has been the odd member of the locally chosen board, so that his decision would be final in case of a failure of the members representing the parties to agree. As to the rareness of resort to local arbitration, the following is quoted from the report of the State board for 1895:

> It is a notable fact that under the first section of chapter 63 of the laws of 1887, providing in detail for voluntary arbitration of differences between employers and employees by boards of their own choosing, such sections having been framed to meet the views and desires of representatives of the labor organizations, not one single case in which the course of proceeding prescribed by the act has been followed has come to the knowledge of this board. All that has been accomplished in the way of mediation or arbitration pursuant to the act has been reached by the board through invitations of the parties to disputes, or either of them, or through intervention of the board as the act commands.[1]

Mediation in street railway strike, 1898.—Some detailed illustrations of the work of the board may now be given: The most important work accomplished by the New York State Board of Mediation and Arbitration in 1898 appears to have been in connection with the strike of the employees of the Rapid Transit Railway Company of Syracuse, about 400 men in number. The first strike began on August 5, 1898, with the demand that the company no longer require a deposit of $25 from its employees as a guaranty of faithful service, and that the company receive committees of the men presenting grievances. The strike began on Friday, and on Saturday the members of the State board of arbitration were on

[1] Ninth annual report of the Board of Mediation and Arbitration of New York, 1895, p. 14.

the ground. The board recommended to the company that the demands of the men be granted, and after some negotiation, lasting 3 days, the company did so and the strike was declared off. About a week later, however, there was some question raised as to the interpretation of the agreement reached. The vice president of the street railway company immediately telegraphed to the State board of arbitration asking it to decide the matter and agreeing to abide by its decision. The board again returned to Syracuse and promptly issued its report and decision, which was complied with by the company.

On September 20 the members of the Amalgamated Association of Street Railway Employees, employed upon the road, demanded that only members of the organization be employed. This the company refused, and issued a statement to the public declaring that it had 20 or more nonunion men in its employ whom it was unwilling to discharge, pointing to the manner in which it had conceded previous demands and abided by the decisions of the State board of mediation and arbitration, and insisting that the general principle of the rights of nonunion labor was at stake. The board of mediation and arbitration held several conferences with the parties, and on September 24 issued a statement recommending to the company that it give assurances to the men that it would not discriminate against any person for being a member of the labor union, for serving on committees of a union, or for having formerly engaged in a strike; that it would grant a hearing to any employee charged with disobeying the rules or neglecting duty, and a rehearing if a claim of new evidence was presented. To the employees it was recommended that they recede from the demand for the exclusive employment of members of the union; and that they interpose no opposition to the dismissal of men who had been given a proper hearing. These recommendations were accepted by both sides after a short discussion and the strike was settled.[1]

Mediation in silk weavers' strike, 1897.—During the summer of 1897 about 300 silk weavers employed by the Rhenania silk mills at College Point, N. Y., struck for higher wages and for the abolition of a system of contracts. After various unsuccessful attempts by the State board of mediation and arbitration to adjust the differences, the board decided to make a public investigation and recommendations. It accordingly did so, and published the evidence, together with recommendations that the silk mills increase their wages to the rates prevailing in 1893, discontinue the system of enforced contracts by which wages were withheld as a forfeit for quitting employment without giving the prescribed notice, and reemploy those who had struck so far as they desired employment. On the other hand, the strikers were advised to withdraw their demand for the discharge of 17 weavers who had refused to join in the strike, and it was also recommended that a local board of arbitration for the settlement of future difficulties be established. Later on, the strike was settled under terms largely in accord with the recommendations of the board.[2]

Mediation in Albany street railway strike, 1900.—On January 21, 1900, the conductors and motormen on the Troy division of the United Traction Company of Albany went on strike. The previous day a committee of the employees had presented a proposed agreement to the superintendent of the company, and it was claimed that he refused to consider it. The committee reported back to their union and a strike was ordered, some 350 men refusing to take out their cars on the morning of January 21. No attempt was made to operate the division of the road affected, and traffic was entirely suspended.

The main feature of the proposed agreement was a demand for 20 cents per hour.

The board, through Commissioner Gilbert, held a conference with representatives of the strikers on the evening of January 22, and on the morning of January 23 Commissioners Gilbert and Delehanty conferred with officers of the company. A conference was arranged for the same afternoon at the office of the board. The conference lasted all the afternoon and adjourned to permit the representatives of the company in the conference to confer with the board of directors. Conferences were continued the next day, and as a result of their deliberations the company made the following proposition on the afternoon of January 24:

Resolved, That the United Traction Company agrees to the following recommendations of the State Board of Mediation and Arbitration in settlement of the differences with the employés of the Troy division:

First. Any committee of the employés representing organized or unorganized labor will be recognized when they desire to be heard in relation to any grievance.

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[1] Report of New York State Board of Mediation and Arbitration, 1898, pp. 209–235.
[2] Report of New York State Board of Mediation and Arbitration, 1897, pp. 24–28.

Second. The employés of the Troy division upon showing their badges shall be permitted to ride ee on the Troy division.
Third. The company will pay conductors and motormen on the Troy division at the rate of ghteen and a half cents an hour for not exceeding eleven hours, and at the same rate for extra me, exclusive of the time allowed for meals; all time on car to be paid for whether car is moving not.
Fourth. There will be no discrimination against any of the men on account of the present strike, id they will not be discharged for participating therein.
Fifth. Any man who may be suspended or discharged by the superintendent shall be entitled to ppeal to the executive committee of the United Traction Company and to a hearing by that committee.
The foregoing resolution was unanimously adopted by the executive committee of the United raction Company at a meeting thereof duly held in the city of Albany on the 24th day of January, 900.
In witness whereof I have hereunto set my hand this 24th day of January, 1900.

JOHN W. MCNAMARA,
Secretary of United Traction Co.

The board also met and conferred with a committee from the common council of Troy, and the proposition made by the company to the men was recommended by the board and accepted by the committee representing the strikers. It was, however, rejected by the strikers at a meeting held the same night.

Negotiations were continued and on Friday afternoon the board received the following proposition from the men to be presented to the company:

SECTION 1. Any committee of the employés representing the Amalgamated Association of the Street Railway Employés of America, Division No. 132, of Troy, N. Y., will be recognized when they desire to be heard in relation to any grievance.
§ 2. The employés of the Troy division, upon showing their badges, shall be permitted to ride free on the Troy division, in uniform or not.
§ 3. The company will pay all conductors and motormen on the Troy division of the United Traction Company at the rate of 20 cents per hour; not exceeding 11 nor less than 10 consecutive hours to constitute a day's work for a regular man. All time on cars to be paid for, whether the car is moving or not. All regular cars not to have more than 50 minutes or less than 40 minutes for dinner or supper.
§ 4. All cars shall pull in from the same car house that they start from, and all men shall be paid for any time in excess of 10 minutes that is required of them to go from the reporting place to the place where reliefs are to be made. When men are called upon to do any work, they shall be paid from 10 minutes from the time they are instructed to report.
§ 5. The rule regarding a man missing his car shall remain the same as heretofore. He shall lose 7 days' work.
§ 6. That all conductors shall keep the receipts of their day's work until their day's work is finished, when they will deposit with an agent of the company their day's receipts and shall receive a receipt for the same from him.
§ 7. Any member of this association laid off, and after investigation found not at fault, is to be reinstated and be paid for the total number of days that he has been laid off by the company and the number of hours per day as his run on the time table calls for, and an extra shall be paid an amount equal to the amount received by the man whose place he fills.
§ 8. There will be no discrimination against any of the men on account of the present strike, and they will not be discharged for participation therein.
§ 9. Any man who may be suspended or discharged by the superintendent shall be entitled to an appeal to the executive committee of the United Traction Company, and shall be given a hearing by such committee, and if found to be innocent he shall be reinstated.
§ 10. All regular cars shall go out early in rotation. If a man loses his car, the next man moves up in rotation. That the oldest conductor in service, on his respective line, shall have the first car out, and the rest follow in rotation.

This proposition was rejected by the company, which then announced that, so far as they were concerned, all negotiations with the strikers were at an end.

On Sunday morning conductors and motormen, from various places, appeared in Albany, and it was thought that the company intended to begin the operation of the road on the fullowing day, but, during the afternoon, Vice-President Brady and Secretary McNamara, of the company, met a committee of the strikers, with their counsel, at the Troy Club, and, after a conference, reached an agreement practically on the lines of the agreement recommended by the board, except in the matter of the rate of compensation. The strike was officially declared off at a meeting of the men at 3.30 Monday morning, January 29. Following is a copy of the agreement reached:

First. Any committee of the employés, representing organized or unorganized labor, will be recognized when they desire to be heard in relation to any grievances.
Second. The employés of the Troy division, upon showing their badges, shall be permitted to ride free on the Troy division.
Third. The United Traction Company shall pay all conductors and motormen on the Troy division as follows: Twenty cents per hour for all regular cars, and no less regular cars to be run than the present time-tables call for, and more regular cars to be run if the traffic requires. The regular cars to be run not less than 10 hours, exclusive of 50 minutes for meals; all other conductors and motormen to be paid at the rate of 18½ cents per hour. All time on cars to be paid for, whether the cars are moving or not.
Fourth. There will be no discrimination against any of the men on account of the present strike, and they will not be discharged for participation therein.
Fifth. Any man who may be suspended or discharged by the superintendent shall be entitled to appeal to the executive committee of the United Traction Company, and to a hearing by that committee.

Sixth. All matters of detail in the running of cars shall be regulated by the rules of the company, and all grievances not herein provided for, and which now exists, or may hereafter exist, shall be heard in the manner provided for in the first paragraph, and be decided by the executive committee.

UNITED TRACTION COMPANY.
By JOHN W. MCNAMARA, *Secretary.*

JAMES D. LUNDRIGAN,
FRANK A. VAN ALLEN,
WILLIAM D. SMITH,
J. C. LANNING,
GEORGE H. DUNBON,
JOHN ROACH,
THOMAS F. SAVIN,
JAMES MCKEON,
CHARLES VAN ALLEN,
J. C. THOMPSON,
Committee representing the Amalgamated Association of Street Railway Employes of America, Division No. 128.

Mediation in brickmakers' strike, 1898.—On January 14, 1898, about 2,000 men employed in the brickyards in the vicinity of Haverstraw, N. Y., struck, demanding that the number of brick required from each pit be reduced from 25,000 and 27,000 to 20,000, and asking for a scale of wages. The manufacturers claimed that the limit of the number of bricks was so much less than that fixed by their competitors that they could not grant these demands. The strikers succeeded in preventing the attempts of their employers to resume work with other laborers. Representatives of the State board of mediation and arbitration visited Haverstraw several times and found no disposition on the part of either side to recede from the stand taken. Finally the commissioners, on August 24, recommended to the employees that they declare the strike off, as they could gain nothing by remaining out longer. This advice the men accepted, with the understanding that wages would be fixed at the opening of business for the next season.[1]

Arbitration in marble workers' strike, 1897.—In 1897 there was a strike of about 635 marble workers and their helpers in New York City, the strike affecting chiefly the New York Life Insurance building and a new hotel building. After several conferences between the respective organizations it was decided to leave the matter to a board of arbitration, as recommended by the State board of mediation and arbitration. Three members were selected by each side and these selected an umpire. The arbitrators reached an agreement, compromising between the demands of the workmen and those of the employers, and the strike was settled after about 2 weeks.[2]

Public hearing and report on strike of chandelier workers.—During May, 1900, the board was requested by Mr. E. J. Lynch, international president of the Metal Polishers, Platers, Buffers and Brass Workers' Union, and Timothy Daly, local walking delegate of the same union, to endeavor to bring about a settlement of a trouble in the metal trades in New York City and vicinity involving 1,200 men and 12 shops. Commissioner Delehanty immediately placed himself in communication with representatives of the employers, with a view to securing a conference with a committee of the men on strike. A proposed agreement had been presented to the employers' association. The employers' association refused to accede to the propositions therein contained. They also refused as a body to treat with the union, but they stated that the individual employers were ready to meet at any time a committee of their own employees.

They declined absolutely to grant a shorter workday. Commissioner Delehanty arranged conferences in several instances, but they were productive of no results, and there was no change in the situation during the months of May and June. Finally, at the request of representatives of the union, a public investigation of the matter was held, and the following is a copy of the findings and recommendations in the case:

STATE BOARD OF MEDIATION AND ARBITRATION.

In the matter of the strike of the employees of the chandelier manufacturers in the city of New York.

The State board of mediation and arbitration, as the result of a public investigation duly held in the above-entitled matter, and at the request of the said employees, at the New Amsterdam Hotel in the city of New York, on the 11th day of July, 1900, makes, as required by section 144 of chapter 415 of the laws of 1897, the following findings of fact and recommendations thereon:

First. That on April 24th, 1900, the polishers and molders in the employ of the firm of John Williams & Company, of 556 West Twenty-seventh street, New York City, went out on strike on the refusal by said company to accede to a demand, previously made by a committee of its employees, for a nine-hour day with ten hours' pay, and on the 26th day of April, 1900, the balance of said factory hands quit work for the same reason.

[1] Report New York State Board of Mediation and Arbitration, 1898, p. 65.
[2] Report of New York State Board of Mediation and Arbitration, 1897, p. 57.

Second. That when said strike occurred there was a quantity of unfinished work in the shop of the said John Williams & Company.

Third. That on May 1st, 1900, the said John Williams & Company sent said unfinished work, or a part thereof, for completion to the factories of Mitchell Vance & Company, Cassidy & Son Manufacturing Company, Oakley & Enos Manufacturing Company, E. F. Caldwell, J. B. McCoy & Son, L. Plout & Company, B. Goetz, Rosser & Son, The Vossberg Manufacturing Company, and Archer & Pancoast Manufacturing Company, all of New York City, and in the same line of business as said Williams & Company.

Fourth. That between May 1st and 3rd, 1900, the factory employees, or the greater part thereof, of the several firms last above mentioned, were called out by the officers of the Metal Polishers, Buffers, Platers and Brass Workers' International Union of North America, because of the refusal of the said firms to discontinue labor upon the struck work of John Williams & Company.

Fifth. That subsequent to the date of the strike which was ordered in the said factories, the firms were notified in writing that the employees demanded, as a condition of settlement of the trouble, that a nine-hour day with ten hours' pay must be conceded.

Sixth. That since said trouble originated strenuous efforts have been made by various parties to effect an amicable adjustment thereof, but without avail.

Seventh. That from the testimony of the several manufacturers taken herein, which was not contradicted, the trade conditions at the time of said strike and at the present time would not seem to warrant the concession of a nine-hour day with ten hours' pay.

And, from the foregoing findings, we recommend as follows:

First. That the employees of the several manufacturers above mentioned return to their respective employments on the same terms and conditions as existed prior to the origin of said trouble, and that the employers receive and reinstate them accordingly.

Second. That there shall be no discrimination on the part of any manufacturer against any of his employees because of connection with the existing strike.

Third. That when the trade conditions warrant, the manufacturers accord to their employees a nine-hour day with ten hours' pay.

Fourth. That said strike be declared off.

Dated July 18, 1900.

Respectfully submitted.

JAMES M. GILBERT.
W. H. H. WEBSTER.
F. B. DELEHANTY.

The recommendations of the board were not at first accepted by the strikers, but within a short time after the completion of the investigation the strike was declared off and work resumed under the terms recommended by the board.

3. Opinions of New York board concerning its own work.[1]—From report of 1895: "This board was created in 1886 for the relief of workingmen and to mitigate the strike evil. It has met with success commensurate with the powers vested in it and the delicate work in hand, which requires patience, tact, and diplomacy. That it is difficult to enlarge its powers without infringing on the rights of employer and workman is evidenced by the fact that other States in which boards were subsequently instituted or arbitration laws enacted have almost uniformly adopted the law under which this board was created. We fail to recognize the utility of compulsory arbitration, except in a form that may apply to corporations of a public character created for the primary and paramount object of service to the people.

"The sentiment in favor of mediation by a third party in cases of labor disputes continues to grow. In States in which no State boards exist, even with arbitration laws on their statute books, the intervention of a third party between contestants occurs only when an unusually disastrous strike takes place and when the public peace is seriously threatened. Disinterested citizens are diffident about meddling in these disputes. A strike may go on indefinitely without an effort to adjust differences and end the suffering of the toiler that follows idleness and relieve the employer from loss and vexation incident to disturbance of his business. The authority vested in this board by chapter 63, Laws of 1887, enables a member, or the full board, to proceed at once to the place of the strike without invitation, and frequently with eminently satisfactory results. The appearance of an authorized official is often all that is necessary to bring about an understanding between disputants, who are willing to make concessions to the mediator that they would be loth to grant if obliged to face each other.

"It is a notable fact that under the first sections of chapter 63 of the Laws of 1887, providing in detail for voluntary arbitration of differences between employers and employees by boards of their own choosing, such sections having been framed to meet the views and desires of representatives of labor organizations, not one single case in which the course of proceeding prescribed by the act has been followed has come to the knowledge of this board. All that has been accomplished in the way of mediation or arbitration pursuant to the act has been reached by the board through invitation of the parties to disputes, or either of them, or through intervention of the board as the act commands."[2]

From report of 1899: "More is accomplished through mediation than by arbitration. The board frequently finds one party or the other to a controversy, and sometimes both, disinclined to submit the matter in dispute to arbitration; and

[1] See also testimony of Mr. Jas. M. Gilbert, reports of Industrial Commission, vol. VII, pp. 873–882.
[2] Report of Board of Mediation and Arbitration, 1895, p. 13.

often in such cases conferences have been arranged, through mediation, at which mutual concessions were made and agreements reached, thus accomplishing practically the same result as would have been reached at the outset by arbitration.

"In instances where both mediation and arbitration have failed to bring about a restoration of harmonious relations, the board has instituted inquiries through one or more of its members, at the conclusion of which its recommendations have been accepted and the trouble terminated. The strikes of laborers in Rochester, knitting-mill employees in Cohoes, match packers in Oswego, tailors in Troy, silver platers in Niagara Falls, tile layers in Syracuse, molders in Depew, garment workers in Binghamton, silk weavers in New York, molders in Lockport, and others of more or less importance, all of which are referred to in detailed statement of strikes and lockouts in this report, were settled in this manner.

"The power to investigate is used only as a last resort, as a means of getting at the cause or causes of the controversy, and with a view to making such recommendations as in the judgment of the board are best calculated to end the dispute with fairness to both sides. During the year 6 public investigations were held, and in 3 of these the recommendations of the board at the conclusion were accepted and harmony restored, and that after any settlement whatever seemed impossible owing to the uncompromising attitude assumed by one party or the other at the outset and the bitter feeling that naturally followed as a result. In another case a settlement of the matter in dispute was reached during the progress of the investigation, and in the 2 remaining cases the investigations were not without results the testimony in each enabling the board to make recommendations which properly carried out would tend to prevent a recurrence of the trouble in the establishments struck."[1]

Information as to strikes.—The New York board of mediation complains of the difficulty of securing information of the existence of strikes, and continues:

"It is for this reason that every facility for obtaining prompt and accurate information of labor disturbances should be furnished the board. A step in the right direction would be the incorporation into the New York State law of the provision of the Massachusetts and Ohio arbitration laws which requires the chief executive of towns and cities to promptly furnish the board information of the occurrence of a strike or lockout in his locality. Better still would be a law requiring an employer to promptly report to the board any strike in his establishment, with the cause or causes therefor; and the board is of the opinion that if the law could go even further and require an employer to give notice to the board of his intention to lockout his employees, giving the reason for his intended action, a sufficient length of time before taking the action, and likewise compelling a union or body of workmen to notify the board of their intention to strike before actually going on strike, the number of labor disturbances would be reduced to a minimum. There is no labor leader who will not tell you he is against the strike except as a last resort. It is not the policy of the more conservative unions to order a strike unless compelled to do so, and there is no employer who is not anxious to avoid a strike or refrain from a lockout in his establishment. That being admittedly so, why should not the employer, the employee, the union, and the labor leader welcome and give their unqualified support to such a line of action on their part that could but inure to their common good?"[2]

The New York State board of arbitration in its earlier reports, for 1897 and 1898, also recommended the amendment of the New York arbitration law by inserting a provision similar to that in Massachusetts, which requires the chief executive of cities and towns to forward promptly to the State board information of the occurrence of strikes or lockouts, or of danger of their occurrence.[3]

OHIO.

1. **Statutory provisions.**—*Composition of State board of arbitration.*[4]—The governor, with the consent of the senate, is to appoint a State board of 3 members, 1 an employer or representative of an employer's association, 1 selected from some labor organization, and a third appointed upon the recommendation of these 2. The term of office is 3 years.

Investigation on application of parties.—The board is bound to take cognizance of any dispute between an employer who employs not less than 25 persons and his employees, upon application of either or both parties. The application must be signed by the employer, or by a properly ascertained majority of the employees

[1] Report 1899, pp. 11, 12.
[2] Report, 1899, p. 13.
[3] Report of New York State Board of Mediation and Arbitration, 1897, p. 14; 1898, p. 22.
[4] Act of March 14, 1893; act of April 27, 1896.

in the department affected, or by a properly chosen representative of such employees. It must contain the promise to continue without lockout or strike until the decision of the board, if made within 10 days. The names of the employees making or sanctioning the application are to be kept secret. The board shall make proper inquiry and report to the parties what, if anything, ought to be done to adjust the dispute. This decision shall at once be made public.

Effect of decision.—The Ohio law contains a somewhat unusual provision that a joint application by the parties for arbitration may contain a stipulation that the decision of the board shall be binding upon the parties to the extent stipulated, and that the decision may to that extent be enforced as a rule of court in the court of common pleas of the county.

Investigation and mediation on initiative of board.—Wherever it shall come to the knowledge of the board, by notice from the mayor or other local officer, or in any other way, that a strike is threatened, or has occurred, it is the duty of the board to communicate with the employer and employees and to try by mediation to effect a settlement, or to persuade them to submit the matters in dispute to arbitration. It is the duty of the mayor or other local officer to give notice of strikes.

The State board may, if it deems advisable, in default of other settlement, investigate the cause of the controversy and publish a report stating the cause and assigning the responsibility or blame. If no settlement has been reached because of the opposition of one party, the board must, on the application of the other, make such an investigation and report.

Power to summon witnesses.—The board of arbitration is not given an unlimited power to compel testimony, but is specially authorized to summon as a witness any operative affected or any person who keeps the records of wages, and to require the production of books and papers containing the records of wages earned or paid.

Compensation of State board.—Five dollars each per day, and expenses.

Local boards of arbitration and conciliation.—The parties to any controversy may agree to submit their dispute to a local board, the composition of which may either be mutually agreed upon, or the employer may designate one member, the employees another, and the two may select a third, who shall be chairman. This board shall have all the powers of the State board, and its jurisdiction is exclusive, although it may ask advice of the State board. The decision is binding to whatever extent may have been agreed upon by the parties in making the submission. These local arbitrators are paid by the town or county $3 per day, not exceeding 10 days for any one arbitration.

2. Work of the Ohio board.—The annual report of the Ohio State board of arbitration for 1898 contains a statistical summary of the work of the board for the 6 years from 1893 to 1898, inclusive. According to this statement the number of strikes and lockouts in which the board has intervened during the various years has been as follows: 1893, 10; 1894, 14; 1895, 12; 1896, 11; 1897, 19; 1898, 17. The total number for the 6 years is 83, of which 38 had to do with reduction of wages; 21 with demands for advance in wages; 7 with refusal to recognize unions; 5 with refusal to reinstate discharged men, and 12 with other causes. According to this statement 68 of the strikes and lockouts had been settled, and 15 remained unsettled. By this it is not meant, however, that settlements were effected by the action of the board of arbitration in all the cases enumerated.

The statistical material thus given may be supplemented by a study of the specific cases in which the board has taken action, as described in its annual reports, from which the following table has been prepared, which includes also the figures for 1899:

Work of Ohio State board of arbitration, 1893–1899.

	1893.	1894.	1895.	1896.	1897.	1898.	1899.	Total.
Total number of cases	7	10	12	13	19	17	11	89
Arbitration by joint agreement				1				1
Recommendation on formal investigation	3	3						6
Mediation:								
Successful		2	6	7	5	8	7	35
Unsuccessful	3	4	6	5	14	9	3	44
Joint applications				1				1
Applications by one party	3	2	2	2	2	1	1	13
Local arbitration	1	1					1	3

The number of cases does not agree exactly in each year with that stated by the board, probably owing to the fact that certain unimportant cases are not described in detail in the annual reports. It will be seen that the number of cases in which the board has interested itself has ranged from 7 in 1893 to 19 in 1897. During the 7 years the total number of cases in which the board has taken action, more or less important, is 89. It is noteworthy, however, that in only one of these cases has there been a formal decision on the basis of a joint agreement of the parties to submit to arbitration. Moreover, in only 6 cases, and those all occurring during the first 2 years of the board's activity, has it, on the application of one of the parties to a dispute, made a formal investigation and recommendation to the parties. In two of these instances the employers refused to accept the terms recommended. By far the greater number of cases are those in which the board has simply mediated, by bringing about conferences between the parties, or by attempting to bring them about. Of the 89 instances of such mediation it appears from the reports that about 35 were settled, which probably would not have been settled, or would not have been settled so soon, except for the intervention of the board. Among the cases counted as unsuccessful, however, are included not a few where the controversy proved to be one not within the jurisdiction of the board, or where the difficulty was settled before the board had opportunity to take any active part. Probably in more than half of the cases in which the board has actually taken steps to bring about an agreement, its efforts have been rewarded with a greater or less degree of success. It is, of course, impossible to determine what proportion of these disputes might have been settled sooner or later without the intervention of the board.

In most cases of mediation the Ohio State board has acted either upon its own initiative or after notification of strikes by the mayors of cities, as provided by law. In only 12 instances during the 7 years has either party to a dispute applied in the first instance for the good offices of the board. In fact, taking all circumstances into account, it does not appear that the board has commended itself greatly to either workingmen or employers, or that its services have exercised a very important effect on industrial relations.

The provision of the Ohio statute permitting the settlement of disputes by locally chosen arbitrators has been availed of in only 3 instances—in 1893, 1894, and 1899, respectively. In each of these cases, however, this method resulted in a satisfactory settlement of important and serious difficulties.

Brown Hoisting Works strike.—The action of the Ohio State board in the strike of the Brown Hoisting Works at Cleveland in 1896 illustrates its method of work and the importance of the results sometimes accomplished. In that case the invitation to the board to intervene came from the mayor of Cleveland on June 25, 1896. The company had some time before locked out about 800 men. The dispute had to do largely with the recognition of the committees of the men and of the International Association of Machinists. The secretary of the board endeavored to persuade the employers to meet the president of the International Association of Machinists in conference, but they at first refused to do so. The board of arbitration itself met at Cleveland on July 1 and made repeated efforts to persuade the company to confer with the men, or to submit the difficulty to a local board of arbitration, but in vain. Meantime there was a growing tendency to lawlessness on the part of the strikers, and two deaths resulted. On July 14 the strikers filed an application with the board, asking it formally to investigate the grievances, and after giving notice to the company a hearing was instituted, both parties being represented in person and by counsel. During this hearing the president of the company expressed a willingness to confer with representatives of the men, with a view to reaching a mutual agreement. The men selected for this purpose by the company, however, were nonunion men, so that naturally no agreement with the striking union workmen was brought about. The board, however, held various conferences with the parties separately, and finally, on July 27, the company, through the board, submitted to the men a proposition offering to take back the former employees as rapidly as possible, to deal with each individual with regard to employment, and to give proper consideration, first by the foremen and afterwards by the superintendent and manager, to all grievances or complaints. This proposition was accepted by the men and the long strike was brought to a close, the militia who had been summoned to preserve order being withdrawn.[1]

Coal-mining disputes.—The Ohio State Board of Arbitration has also taken a somewhat active part in endeavoring to settle the recent extensive difficulties in the coal-mining industry. During the great strike of 1897, in which more than

[1] Report Ohio State Board of Arbitration, 1896, pp. 119–129.

100,000 miners were involved, the board gave fully six months of its time to investigation and to endeavors to bring about a settlement. For this purpose it cooperated with the boards of arbitration of Illinois and Indiana, going outside of the State, especially in order, if possible, to bring about an agreement between the coal operators and miners of the Pittsburg district, upon which it was believed that the general settlement of the strike in all the States depended. It was in part through the efforts of these boards, acting jointly, but more particularly of the Ohio board, that conferences between the coal operators and the miners were held at Pittsburg and at Columbus, the latter resulting in an agreement which finally settled the strike. The Ohio board also claims to have had considerable influence in bringing about an agreement between the coal operators of the Pittsburg district to establish a uniform rate of wages and uniform conditions of employment in all the mines of the district, an agreement which went into effect January 2, 1898, but which was superseded by a later more general agreement between the United Mine Workers of America and the operators of the leading coal States.[1]

East Liverpool potteries strike, 1899.—On October 31, 1899, through the public press, the attention of the board was called to a strike of several hundred girls employed in the potteries at East Liverpool. Telegraphic communication with the mayor disclosed the fact that 300 biscuit warehouse girls were on strike for higher wages. The strike of the warehouse girls involved all the potteries in the city, caused all other departments of the works to suspend operations, tied up the entire pottery industry in the vicinity, and threw about 7,000 hands out of employment.

The secretary arrived at East Liverpool Wednesday, November 1. The mayor placed the secretary in communication with the officers of the Federal Labor Union, No. 7606, of the American Federation of Labor, to which the girls belonged.

They explained that previous to the strike certain firms paid the girls 75 cents per day; that for a long time previous to the strike a feeling of discontent prevailed among the girls and a general desire was manifested by them for an increase in wages.

The same evening the representative of the board attended a meeting of the manufacturers and explained to them the various features of the law, the duties and powers of the board, urged the importance of a prompt and fair settlement, and requested the appointment of a committee to meet a similar committee from the girls' organization, with a view of adjustment. The employers cheerfully agreed to this request and selected a committee with full power to act.

This committee stated to the board that it was not informed as to why the girls ceased work; that not a single firm had been notified that the girls had any grievance or that they desired any change in the pay or conditions of work, or intended to go on strike; that they were not aware of any dissatisfaction existing among the girls, and that, if they had any reasonable cause for complaint and would have made the matter known, their grievance would have been considered and properly adjusted without the loss of wages or business.

On Thursday, November 2, the secretary attended a mass meeting of the girls and prevailed on them to select a committee to wait on the manufacturers, make known their grievance, and take such steps as might be necessary to secure a speedy and amicable settlement.

On Friday morning, November 3, the two committees met as per agreement, each having authority to negotiate a settlement. The meeting between the representatives of the manufacturers and the girls was of the most cordial nature and gave promise of a prompt settlement.

The conference was of short duration; the girls presented their claim for an advance in wages that would give to each a uniform price of $1 per day in all the potteries. After consideration the manufacturers stated that, in their judgment, the girls were entitled to an advance. However, they considered the demand for an advance of 33⅓ per cent unreasonable and beyond their ability to pay; they desired to deal fairly with their employees in the matter of wages, and proposed to pay an advance of 16⅔ per cent, or 12½ cents per day. This proposition was not at first acceptable to the girls, who contended for $1 per day. Being desirous, however, for a speedy resumption of work, they yielded their objections and accepted the proposed advance, it being mutually agreed that all potteries should resume work on Saturday morning, November 4, and that all the girls should return to their situations without prejudice.

[1] Report Ohio State Board of Arbitration, 1897, pp. 6, 28–33.

3. Opinion of Ohio board as to its work.—The following quotations are from the official reports of the Ohio board.[1]

Report of the State board for 1893, 1894, 1895, and 1896, pp. 65, 66, 81:

"The meeting together in a conciliatory spirit of the representatives of both capital and labor is the surest and best method yet discovered of preventing great loss and injury, not only to themselves, but to the general public, and the highest social and Christian duty demands that such methods of conciliation be sought and employed, or that the matters in dispute be referred to third parties for arbitration, if in any way possible to do so.

"It is always a source of satisfaction when these destructive contests are ended, but just at this time when labor generally is suffering on account of insufficient employment it is hoped the ranks of the unemployed will not be swelled by the inability of employers and employees to govern themselves by reason.

"Differences arise which are permitted to become disputes, and finally lead to a strike or lockout which almost invariably ends in one or both parties making concessions in order to settle the controversy.

"Would it not be good policy, wise and humane, for both the men who have the money, and the men who work for it, to make the concessions when the difference is first presented, or, at least, before a strike or lockout is inaugurated, and thus save themselves and the community from the disastrous consequences that so frequently attend these movements?"

"By reference to the statement of cases the board has acted upon during the 18 months that have elapsed since its organization, it will be seen that labor people generally are friendly to the law authorizing arbitration, and have invoked it in the settlement of differences much more frequently than employers. It is pleasing, however, to note that many employers have shown the same commendable spirit in dealing with their employees and encourage any movement or influence that promises relief from strikes or lockouts.

"When either party to a controversy applies for arbitration, either to the State or a local board, it would be better for the opposite party to unite in the application and lend their aid to the work in order that the investigation may be full and complete, and the conclusions arrived at fair and just to all concerned.

"While the members of the board are keenly conscious of the futility of their labors in some cases, and of disappointments and dissatisfaction attending them in others, yet they have, they hope, a pardonable satisfaction in knowing that considerably more than half the cases and in all the more important ones with which they have had to deal, amicable adjustments of labor disputes have followed their intervention, and that in no instance of a strike or lockout confined to this State since the organization of the board has it become necessary, be it said to the great credit of the contestants, to invoke the aid of the civil authorities to maintain the peace and preserve public order. We should be glad did our experience lead us to believe that such would continue to be the case; but the near approach to a condition requiring the services of the militia in a couple of instances forbids the expression of strong confidence in this respect. We may say in this connection that we are glad to note the growth of sentiment among both employers and employees in favor of the peaceable settlement of labor troubles within themselves. They are fast finding out that in every labor controversy there is always a reasonable way of adjustment which the parties concerned by intelligence, patience, and forbearance can find out."

Report of 1897, p. 8: "Before concluding this report we desire, briefly, to record some of the results of our observations of the operations of official arbitration in the name and by the authority of the State. Where controversies have arisen between employers and employees the agitation of the subjects of supposed grievances has been almost entirely ex parte. Each contending party has heard only his own side discussed, and the more that discussion has been prolonged the stronger each becomes in the conviction that he is right. As a rule neither has ever heard a fair statement of the other's views or theory of the contention. Thus they become more and more widely separated until, except along the cold hard lines of business routine, they have no more dealing with each other than the Jews had with the Samaritans. The advent of the official peacemakers of the State among them furnished about the first and only occasion for each to hear the caseand complain of the other. The presence of the State conciliators, wholly unbiased and unprejudiced between the contending parties, invariably tends to temper and subdue the hostility and diverse convictions which have long been a barrier to conciliation and peace. When each has heard fully from the other for the first time, moderation and a hope of final peace supervene, and then the work

[1] See also testimony of Mr. Joseph Bishop, Reports of Industrial Commission, vol. VII, pp. 468–481.

of the board is easy. In a majority of cases these conditions are present. It is the State asserting her strong desire for and her vast interest in industrial peace which finally achieves that great public good, the accomplishment of which it is our pride and pleasure to record."

PENNSYLVANIA.

Statutory provisions—*Local boards.*—The Pennsylvania law[1] on its face provides for a system of compulsory arbitration upon the initiative of either party with compulsory enforcement of decision. In practice, however, no use whatever has been made of these provisions of statute.

The law declares that either party or both parties to a labor dispute may make application to the court of common pleas of any county to appoint a board of arbitration. The court, if in its judgment the matters are of sufficient importance, may order each of the parties to select 3 citizens to serve as members of a board of arbitration, and the court shall appoint 3 more who are not directly connected with the interests of either party. In case either party refuses to make the appointment the court may select 6 persons.

The board of arbitration thus constituted has power to send for persons, books, and papers, and any person refusing to obey its orders is guilty of a misdemeanor.

After giving each party such hearing as it chooses to demand, the board shall render a decision which shall be final and conclusive as to all matters brought before it. There are no definite provisions, however, regarding the enforcement of the decision upon the parties.

The compensation of the members of these local boards is paid out of the treasury of the county.

TEXAS.

Statutory provisions—*Local boards.*—Texas has an act[2] providing for local boards of arbitration. The act is very nearly identical with that of Pennsylvania, but, as in Pennsylvania, no use apparently has ever been made of it. The act is entirely voluntary, merely regulating the method of organization in case employers and employees see fit to establish boards and to secure a license from the district judge. The parties must agree to abide by the awards for a period of one year. A copy of the award is to be filed in the office of the district court, and it becomes enforcible as a judgment of the court. The law, however, contains no specific provision regarding fines and penalties, or other methods of actual enforcement.

UTAH.

Statutory provisions[3]—*Composition of State board of arbitration.*—The governor, with the consent of the senate, is to appoint a State board of 3 members, 1 an employer or representative of an employers' association, 1 selected from some labor organization, and a third who is neither employer nor employee. Not more than 2 may belong to the same political party. The term of office is 4 years.

Investigation on application of parties.—The board is bound to take cognizance of any dispute between an employer who employs not less than 10 persons and his employees, upon application of either or both parties. The application must be signed by the employer or by a properly ascertained majority of the employees in the department affected, or by a properly chosen representative of such employees. It must contain the promise to continue without lockout or strike until the decision of the board is made, if made within 3 weeks. The board shall make proper inquiry and report to the parties what, if anything, ought to be done to adjust the dispute. This decision shall at once be made public.

Effect of decisions.—In Utah there is no fixed limit for the duration of the binding effect of the decision of the State board, but it continues in force until either party gives notice of its intention not to be bound after 90 days from the date of notice.

Power to summon witnesses.—The board of arbitration is given general power, such as that of a court, to summon witnesses and require the production of books and papers.

Investigation and mediation on initiative of board.—Wherever it shall come to the knowledge of the board that a strike is threatened, or has occurred, it is the duty of the board to communicate with the employer and employees and to

[1] Act of May 18, 1893. [2] Laws of 1895, page 379. [3] Laws of 1901, approved March 14.

try by mediation to effect a settlement, or to persuade them to submit the matters in dispute to arbitration.

Compensation of board.—Three dollars per day, to be paid by the parties to the dispute; also expenses, to be paid by the State.

Work of State board.—The following extract from a recent letter of the chairman of the Utah board (dated July 5, 1901) shows that its work as yet has been confined to conciliation, and apparently has not been very extensive:

> This board was organized in 1897. It has nothing of any consequence to report. The only labor difficulty of moment that has occurred since the board came into existence was the strike, in January of the present year, of a large proportion of the employees of the Pleasant Valley Coal Company, the owner of an extensive group of mines. The strikers applied for arbitration. They, however, declined to conform to the provision of the law which required them to first resume their relations with the company, unless the latter would pledge itself, in that event, to join in the application for arbitration and not to discriminate against individual employees. The company refused to stipulate, in advance, what it would do. The difficulty was, however, of brief duration, as the employees soon returned to work, without condition.
>
> Up to date the chief function of the board has been to produce conciliation between the parties to any labor dispute, when a rupture appeared to be imminent. In this direction it has been gratifyingly successful.
>
> The mass of the people of Utah are opposed to lockouts and strikes. This strong popular sentiment has kept the State free from serious labor disturbances.

WISCONSIN.

1. **Statutory provisions**[1]—*Composition of State board of arbitration.*—The governor, with the consent of the senate, is to appoint a State board of 3 members, 1 an employer or representative of an employers' association, 1 selected from some labor organization, and the third appointed upon the recommendation of these 2. The term of office is 2 years.

Investigation on application of parties.—The board is bound to take cognizance of any dispute between an employer who employs not less than 25 persons and his employees, upon application of either or both parties. The application must be signed by the employer or by a properly ascertained majority of the employees in the department affected, or by a properly chosen representative of such employees. It must contain the promise to continue without lockout or strike until the decision of the board is made, if made within 30 days. The names of the employees making or sanctioning the application are to be kept secret. The board shall make proper inquiry and report to the parties what, if anything, ought to be done to adjust the dispute. This decision shall at once be made public.

Effect of the decision.—Where both parties are joined in an application for arbitration the decision shall be binding on them for 6 months, or until either gives notice of 60 days for its termination.

Expert assistants.—If the parties desire, each may appoint one person to act as an expert assistant to the State board in its investigation. These persons shall be familiar with the business affected. They shall obtain information concerning the wages paid and the methods prevailing in similar establishments within the State. They shall be paid $7 per day and expenses.

Power to summon witnesses.—The board of arbitration is not given an unlimited power to compel testimony, but is specially authorized to summon as a witness any operative affected or any person who keeps the records of wages, and to require the production of books and papers containing the records of wages earned or paid.

Investigation and mediation on initiative of board.—Wherever it shall come to the knowledge of the board, by notice from a mayor or other local officer, or in any other way, that a strike is threatened or has occurred, it is the duty of the board to communicate with the employer and employees and to try by mediation to effect a settlement, or, provided that a strike or lockout is not actually in force, to persuade them to submit the matters in dispute to arbitration. It is the implied duty of mayors or other local officers to give notice of strikes.

The State board may, if it deems advisable, in default of other settlement, investigate the cause of the controversy, and publish a report stating the cause and assigning the responsibility or blame.

Compensation of State board.—Five dollars each per day and expenses.

Local board of arbitration and conciliation.—The parties to any controversy may agree to submit their dispute to a local board, the composition of which may either be mutually agreed upon, or the employer may designate one member, the employees another, and the two may select a third, who shall be the chairman. This board shall have all the powers of the State board, and its jurisdiction is exclusive, although it may ask advice of the State board. The decision is binding

[1] Laws of Wisconsin, 1895, ch. 364.

to whatever extent may have been agreed upon by the parties in making the submission. These local arbitrators are paid by the town or county $3 per day, not exceeding 10 days for any one arbitration.

2. Work of Wisconsin State board.—The Wisconsin State board of arbitration and conciliation was organized in July, 1895. During the first 18 months of its work, covered by the first biennial report, the board was comparatively inactive. It reported only 3 cases of any importance in which it had intervened, in 2 of which its efforts at mediation were unsuccessful. By a recommendation of the board the law was amended so as to give it added powers of investigation and mediation on its own initiative, and so as to provide that requests for the services of the board should be addressed to the governor of the State. Doubtless, owing in part to these changes and in part to greater familiarity of the board with its duties, the report for the years 1897 and 1898 shows more accomplished than in the preceding period. There are 22 cases described in which the board mediated. In 17 of these its efforts appear to have been instrumental in bringing about an agreement or in hastening an agreement. It is noteworthy that no cases of formal arbitration and decision by the board are reported, although in one instance the board made a formal investigation at the instance of one of the parties and reported its findings and recommendation.

3. Opinion of Wisconsin board concerning its work.—"In our report of January 2, 1897, the board recommended that certain changes in the law creating and governing this board be made.

"In compliance with such recommendations the legislature of 1897 amended the law by making it the duty of this board to take cognizance of any threatened labor trouble. By so doing, the board were enabled in many instances to bring about a settlement between employer and employee before their differences had reached the serious culmination of a strike or lockout. * * *

"Since the date of our last report the board have been successful in a great many instances in preventing strikes, by inducing employees to defer or modify their demands for increase of wages or changes in conditions governing their employment. In several disagreements the services of the board have been requested by one or both parties to the controversy, or, as provided by law, by some civil official resident in that locality. However, this has not been done in as many instances as the board could have desired. By far the great majority of cases in which the board have interested themselves have been taken up through information received from the daily press. In such cases the board have promptly proceeded to the place where the trouble existed and tendered their services to both parties in controversy. While in some cases its friendly offices have been accepted, it has been necessary in others to bring about the desired result by persistent effort on our part to induce the persons most interested to meet and in a friendly manner attempt by mediation to adjust their differences. In many such cases, even though the board has not been called in by either party, after an explanation of the position of the board in these matters, one or both have been willing to submit the points in dispute for arbitration.

"The controversies of which the board has had cognizance during the 2 years included in this report involve more or less directly employees whose yearly earnings are estimated at $2,779,500. The total amount of earnings under ordinary conditions of the corporations, factories, etc., involved, it is estimated, would amount to about $9,500,000. The total expenses incurred by the State board of arbitration from September 30, 1896, to September 30, 1898, covering the 2 fiscal years, are $1,578.27."[1]

WYOMING.

Constitutional provisions.—The constitution of Wyoming provides that the legislature shall establish boards of arbitration, whose duty it shall be to hear and determine all differences between employers and their workmen. Appeals from the decisions of such "compulsory boards of arbitration" may be taken to the supreme court.

The legislature of Wyoming has as yet not carried out this provision of the constitution.

[1] Biennial Report Wisconsin State Board of Arbitration and Conciliation, 1897–1898, pp. 3–5.

CHAPTER IV.

CONCILIATION AND ARBITRATION IN GREAT BRITAIN.

I. GENERAL SUMMARY.

Probably in no other country, excepting New Zealand, has so great progress been made in the direction of securing peaceful relations between employers and employees as in Great Britain. This is doubtless largely due to the fact that the workingmen in that country are so thoroughly organized, as has already been brought out in the summary. The organizations of workingmen, moreover, find themselves confronted in many trades by strong organizations of employers. Owing to the strength of organization on each side industrial disputes, when they occur, are likely to be more prolonged and serious than elsewhere, and they are accordingly avoided so far as possible by each side. The respective organizations are well fitted, also, through their experienced officers, for conducting negotiations, while their strength also increases the responsibility of both sides and makes the decisions of arbitrators, or the mutual agreements reached, more binding.

The efforts at peaceful adjustment of labor difficulties in Great Britain have been mainly confined to private agencies. While there has been for many years legal provision for arbitration, comparatively little has been accomplished through public intervention, although the new act of 1896 has had some measure of usefulness.

It can not be said that Great Britain has worked out a single system for regulating the relations between employers and employees which is to be considered as the typical or the best system. In different trades widely different methods have been resorted to with success, while methods which have proved satisfactory in some trades have failed when the attempt was made to apply them in others. The character of the system adopted and the success of its working depends upon the strength of the respective organizations of workingmen and of employers, upon their spirit toward one another, upon outside influences, such as foreign competition, affecting the trade, and upon many other circumstances.

In addition to the trade systems of conciliation and arbitration in Great Britain there have been established in various cities what are known as district boards of conciliation, often under the auspices of the municipal council or of the board of trade. Their work has proved hitherto of relatively little importance.

In a number of instances, moreover, trade disputes in Great Britain, especially those of a prolonged character, have been settled through the intervention of some outside person. Although no formal previous agreement with reference to arbitrators may exist in a trade, the parties to a prolonged dispute may of their own initiative agree to refer it to some prominent man as arbitrator. In other instances such a man takes the initiative himself, invites the parties to a conference, and mediates between them, probably more often bringing about a mutual agreement than himself prescribing the terms of settlement.

Below is presented a table showing what has been accomplished in recent years in the settling of strikes and lockouts by means of arbitration and conciliation in Great Britain. It must be borne in mind that this table refers only to the settlement of disputes which have actually resulted in cessation of work. Further on is given a statement of the work of joint boards and other agencies in settling disputes which do not reach the point of causing the stopping of work. The latter

hase of the working of these systems is beyond question by far the more portant.

Settlement of disputes by conciliation and arbitration—Great Britain.[1]

Number of strikes settled—	1894.	1895.	1896.	1897.	1898.	1899.	Total.
By trade boards:							
Conciliation	7	7	12	10	18	5	59
Arbitration	3	4	.....	1	1	5	14
Persons affected	5,529	5,544	1,734	3,409	12,729	392	29,337
By district boards:							
Conciliation	.....	.....	.....	1	.....	5	6
Arbitration	.....	.....	.....	.....	.....	.....	.....
Persons affected	.....	.....	.....	30	.....	574	604
By individuals:							
Conciliation	11	10	13	9	8	11	62
Arbitration	16	24	20	9	8	15	92
Persons affected	11,986	[2]53,354	28,985	12,380	3,149	9,075	108,929
By trades councils and federations of trades:							
Total cases	5	.....	.....	.....	1	.....	6
Persons affected	810	.....	.....	.....	28	.....	838
Under conciliation act, 1896:							
Conciliation	.....	.....	.....	.....	.....	1	.....
Arbitration	.....	.....	.....	.....	.....	1	.....
Persons affected	.....	.....	.....	.....	3,611	1,664	.....
By all agencies:							
Conciliation	19	17	25	29	30	22	142
Persons affected	5,683	50,953	20,439	10,244	16,167	8,386	111,872
Arbitration	23	28	20	11	13	16	111
Persons affected	12,642	7,945	10,280	9,197	3,350	3,319	46,733
Total cases	42	45	45	40	43	38	253
Persons affected	18,325	[2]58,898	30,719	19,441	19,517	11,705	158,605
Entire number of strikes beginning in year	929	745	926	864	711	719	4,884
Persons affected	325,248	268,123	198,190	230,267	253,907	180,217	1,450,952
Percentage of strikes settled by conciliation and arbitration	4.5	6	4.9	4.6	6	5.3	5.2
Percentage of persons affected by strikes so settled to total number	5.6	22.5	15.5	8.4	7.7	6.5	10.9

[2] 46,400 in one strike of boot and shoe workers.

This table shows that the total number of strikes settled by means of arbitration and conciliation during the 6 years from 1894 to 1899 has been 253. The average number yearly was, thus, 42, and in fact the actual number for each year has been very near that figure. The number of cases settled by conciliation during this period has been 142, and the number settled by arbitration 111. It is noteworthy, however, that the proportion of cases settled by conciliation has generally increased from year to year.

The total number of strikes which occurred in Great Britain during the 6 years in question was 4,884, so that a trifle over one-twentieth of the number have been settled by arbitration and conciliation. It is noticeable, however, that the proportion of persons affected by strikes and lockouts which have been settled by these peaceful means is 10.9 per cent of the number affected by all strikes. The proportion of persons affected by strikes settled in this manner, as compared with the persons affected by all strikes, has varied from 5.6 per cent in 1894 to 22.5 per cent in 1895. The large number in the latter year is explainable chiefly by the settlement of the great boot and shoe workers' strike through the intervention of Sir Courtenay Boyle.

If we compare the results brought about by the work of the joint trade boards of conciliation and arbitration with those secured by the intervention of individuals, we find an apparent superiority in the results accomplished by individual action. The total number of strikes settled by arbitration and conciliation under trade boards during the 6 years from 1894 to 1899 was 73, and the number of persons affected, 29,337. The total number of strikes settled by individuals was 154, and the persons affected, 108,929. It must be remembered, however, that the chief work of the trade boards is in preventing strikes rather than in settling them. There are few occasions for appeal by such boards to outside arbitrators; indeed, in only one-fifth of all the strikes settled by them during this period was formal arbitration resorted to. It is because these boards settle by conciliatory means so many disputes which do not amount to strikes that they are in a position

[1] Compiled from Reports of Chief Labor Correspondent on Strikes and Lockouts, 1894–1899.

to settle by this method, rather than by arbitration, strikes which actually do occur. On the other hand, of the strikes which have been settled by individuals the larger proportion have been the subject of formal arbitration rather than of conciliation or mediation. The large number of persons affected by strikes settled by individuals is partly explained by the fact that in 1895 one strike in which 46,000 persons were involved was ended in this way.

The table shows that comparatively little has been effected in the settlement of disputes by the various federated labor bodies, although these frequently provide machinery for arbitration, so far as the side of the employees is concerned. Only 6 strikes, affecting 838 persons, are reported to have been settled through conciliation or arbitration under the auspices of trades councils and federations during 1894 to 1899. Similarly unimportant as yet has been the work of district and municipal boards of conciliation, which have settled only 6 disputes, affecting 604 persons.

II. STATE ARBITRATION IN GREAT BRITAIN.

1. **Early acts and their working.**[1]—At the time of the investigation of the Royal Commission on Labor (1894) there were several acts of Parliament providing for arbitration of labor disputes, all of which have since been repealed and a new act, differing greatly in nature, adopted.

The first of these older acts, passed in 1824, provided for the settlement of labor disputes by 4 or 6 arbitrators, half representing the employers and half the workmen, all nominated by a magistrate of the district when both parties should apply therefor. Disputes as to the general rate of wages were expressly excluded from the jurisdiction of these boards. If the arbitrators could not agree they must refer the points of difference to the magistrate appointing them. The arbitration might be invoked on the application of either party, and the decision might be enforced by distress or by imprisonment.

In view of the increased practice of voluntary arbitration and conciliation a new act was passed in 1867, permitting masters and workmen to form councils of conciliation and arbitration, these boards, on being licensed by the Government, to have the same power of enforcing awards as the boards provided for in the act of 1824. The councils should be composed of an equal number of masters and workmen—not less than 2 nor more than 10 of each. These councils, like those provided for in the earlier act, had no power to establish a rate of wages.

An act of 1872 provided that masters and workmen might choose either members of a council or standing arbitrators and give them all the powers belonging to arbitrators under the act of 1824, their jurisdiction including, as the other acts did not, questions relating to wages. This appears to have been intended chiefly as an extension of the act of 1867 to include questions of wages.

The Royal Commission states that all the machinery provided by these acts, in spite of the frequent desire expressed for arbitration with enforceable decisions, seems seldom, if ever, to have been put in motion. Very few people were even aware of the existence of these acts. It does not appear that there had been a single application for the licensing of a council of arbitration or conciliation under the act of 1872.

2. **Recommendations of Royal Labor Commission.**—The Royal Labor Commission investigated very thoroughly the subject of concilation and arbitration, and entered into an elaborate discussion of it in its final report, but was unable to agree in any important recommendations. The chief opinions expressed by the commission merit quotation:[2]

"We find from the evidence that the effect of the existing trade and district boards is highly beneficial in averting conflicts, but they are far as yet from covering the whole field of industry. We have thus been led to consider whether it would be possible by any legislation either to increase the efficiency of these institutions, or their number, or to supplement them by the creation under act of Parliament of boards of a similar character.

"In the first place, we have discussed the question whether it would be expedient to establish or to give to town and county councils power to establish industrial tribunals throughout the country with legal powers to hear cases arising out of existing and implied agreements, or depending upon the interpretation of trade customs, and to make enforceable decisions. * * *

"Much of the evidence which was brought before us by witnesses from the less

[1] Final Report, Royal Commission on Labor, p. 56; also Appendix 3, by Sir Frederick Pollock, p. 3.
[2] Final Report, Royal Commission on Labor, secs. 291–307.

rganized trades consisted of complaints of grievances of a highly technical character. * * * It was difficult to ascertain in all cases how far these witnesses were really representative, but the prevalence of allegations of this kind leads us o believe that there does exist among those employed in many industries much liscontent and dissatisfaction with the means which they possess of obtaining redress for real or supposed injustice. * * *

"Upon this ground, therefore, there might be a plea for the establishment of pecial industrial tribunals qualified by the greater technical knowledge of those who should compose them to deal with questions arising out of particular conditions and trade customs.

"On the other hand, we have had to weigh the arguments (1) that in large and well-organized trades the workmen have already quite sufficient means of obtaining a remedy for grievances connected with existing or implied agreements or rade customs; (2) that in unorganized occupations, especially in the case of unskilled labor, a dispute on questions of this kind is more likely to be terminated by cessation of the engagement between an employer and workman than by a resort to any tribunal, however constituted; (3) that in the most important unorganized occupation, that of agriculture, such courts would not be useful unless they were very numerous; (4) that several previous acts, passed with a view to establishing industrial tribunals, with legal powers of trying cases arising out of existing contracts, have proved complete failures; (5) that in this country the only disputes which lead to serious actual conflict are those relating to the terms, not of existing, but of future agreements.

"Upon the whole we do not find ourselves able to recommend the systematic and general establishment of special industrial tribunals (in addition to the existing legal methods) for deciding the question arising upon existing agreements.

"We think, however, that though it would be unwise to institute any general system of industrial tribunals, there might be some advantage in an experiment of a tentative and permissive character in this direction. Local representative bodies have now been constituted in every part of the country, and it would be possible to give to town and county councils a power of taking the initiative in the creation of special tribunals for defined districts or trades, more or less after the pattern of the French conseils de prud'hommes. We do not contemplate the direct appointment of members of such courts by local authorities, and certain general statutory conditions would have to be laid down directed toward securing an equal representation in such courts of the various interests concerned and providing for a chief and summary method of procedure. * * *

"A proposal has been made to confer upon the voluntary trade or district boards of conciliation powers similar to those possessed by ordinary courts of law in relation to disputes arising out of existing agreements. This course appears to us to be undesirable. Such success as these boards have achieved (and their success has been considerable) has, in our opinion, been mainly due to their purely voluntary character and to the fact that they have possessed no legal cohesive powers. * * *

"In the case of the larger and more serious disputes arising with regard to the terms of future agreements, frequently between large bodies of workmen on one side and employers on the other, we have had to consider, in the first place, suggestions for the compulsory reference of such disputes to state or other boards of arbitration, whose awards should be legally enforceable. No such proposal, however, appeared to us to be definite or practical enough to bear serious examination.

"We have, in the next place, discussed a proposal to establish under act of Parliament district boards of conciliation and arbitration, the chief object of which would be to bring about the settlement of questions relating to future agreements. These boards might, it was suggested, be established either by a Government department or, as some think would be a better plan, by town and county councils, subject, perhaps, in that case to confirmation by some central authority. They would have statutory powers of intervening in trade disputes, in the interest of the public as well as that of the parties, of holding inquiries, and using necessary means of procuring information, and in cases where their intervention should fail to avert a conflict would publish reports which should serve to guide public opinion as to the merits of the contest. It was represented that such boards need not displace existing or future voluntary boards of conciliation, but would fill up the void space not covered by those voluntary boards, and would be especially useful in the case of small trades or unorganized workmen.

"On the other hand, we have had to consider that such boards, by whatever public authority they were established, would have an official character, and might, for that reason, be less popular and less resorted to than the present volun-

tary institutions, yet, at the same time, their presence might have the bad effect of arresting the growth of these institutions. Even if they did not injuriously interfere with the further development of boards of conciliation in large and well-organized trades, they would probably displace or at least check the extension of the district boards which are not limited to particular industries.

"We are of opinion that no central department has the local knowledge which would enable it to attempt with success the creation of such institutions, and that the intervention of local public authorities can not be usefully extended at present beyond the experimental action suggested above with regard to industrial tribunals to decide cases arising out of existing agreements.

"We hope and believe that the present rapid extension of voluntary boards will continue until they cover a much larger part of the whole field of industry than they do at present. This development seems to us to be at present the chief matter of importance, and it has the advantage over any systematic establishment of local boards of greater freedom of experiment and adaptation to special and varying circumstances. If at some future time the success of these voluntary boards throughout the country shall have become well assured, and if any success should attend the experiment previously suggested of giving to local authorities the power of initiating the formation of industrial tribunals, it may be found expedient to confer larger powers either upon voluntary boards or upon such industrial tribunals. But at the present stage of progress we are of opinion that it would do more harm than good either to invest voluntary boards with legal powers or to establish rivals to them in the shape of other boards founded on a statutory basis, and having a more or less public and official character.

"Although we are unable to agree in supporting any proposal for establishing, at the present time, any system of State or public boards for intervening in trade disputes, we think that a central department, possessed of an adequate staff and having means to procure, record, and circulate information, may do much by advice and assistance to promote the more rapid and universal establishment of trade and district boards adapted to circumstances of various kinds. * * *

"We think that this difficulty [as to the selection of arbitrators] might in many cases be met if power were given to a public department to appoint, upon the receipt of a sufficient application from the parties interested, or from local boards of conciliation, a suitable person to act as arbitrator, either alone or in conjunction with local boards or with assessors appointed by the employers and workmen concerned, according to the circumstances of each case. We think that arbitrators thus appointed would be fairly free from suspicion of bias, and that, if the same persons were habitually appointed to act, and their services were frequently required, they would acquire a certain special skill and weight in dealing with industrial questions. Their decisions, however, would not possess legally binding effect any more than those of unofficial arbitrators in industrial questions. Possibly, if the plan proved successful and the work sufficient, such arbitrators *might* hereafter be made permanent, instead of temporary and occasional judicial officers."

3. Opinion of labor members of Royal Commission on Labor.—The labor minority of the Royal Commission doubted the advantage of resort to arbitration as distinguished from conciliation. They naturally opposed, accordingly, any system of State arbitration, nor did they favor even State mediation. They say:

"The only legislation relating to this subject that appears to be required is the grant of adequate power to the labor department to obtain the fullest possible information about the facts of every dispute, the actual net wages earned, the cost of living, the price of the product, the cost of manufacture the salaries and interest paid, the employers' profits, and any other details that they may seem material. We recommend that the labor department should be given power to obtain these facts, voluntarily if possible, but where necessary, by compulsory inspection of accounts, etc., in order that the issues between the contending parties may be impartially and accurately ascertained and put fairly before the combatants and the public. The great and increasing part taken by the press and public opinion in large industrial disputes, even to the extent of contributing large sums in support of one or the other party, not to mention the occasional intervention of the Government, renders the fullest possible investigation by a public department absolutely necessary in the interests of justice."

4. Existing English statute as to arbitration, 1896.—Notwithstanding the negative attitude of the Royal Labor Commission as to State arbitration, there continued to be a considerable amount of agitation on the subject. Various bills, some of wide-reaching scope, were proposed in Parliament. Finally in 1896 Parliament repealed all previous acts and in their place substituted the conciliation act of August 7,

1896 (59 and 60 Vict., chap. 30), which is now in force. As this act is brief it is here reproduced in full:

AN ACT to make better provision for the prevention and settlement of trade disputes [7th August, 1896.]

Be it enacted by * * * Parliament assembled, and by the authority of the same, as follows:

Any board established either before or after the passing of this act, which is constituted for the purpose of settling disputes between employers and workmen by conciliation or arbitration, or any association or body authorized by an agreement in writing made between employers and workmen to deal with such disputes (in this act referred to as a conciliation board), may apply to the board of trade for registration under this act.

The application must be accompanied by copies of the constitution, by-laws, and regulations of the conciliation board, with such other information as the board of trade may reasonably require.

The board of trade shall keep a register of conciliation boards, and enter therein, with respect to each registered board, its name, and principal office, and such other particulars as the board of trade may think expedient, and any registered conciliation board shall be entitled to have its name removed from the register on sending to the board of trade a written application to that effect.

Every registered conciliation board shall furnish such returns, reports of its proceedings, and other documents as the board of trade may reasonably require.

The board of trade may, on being satisfied that a registered conciliation board has ceased to exist or to act, remove its name from the register.

Subject to any agreement to the contrary, proceedings for conciliation before a registered conciliation board shall be conducted in accordance with the regulations of the board in that behalf.

Where a difference exists or is apprehended between an employer, or any class of employers and workmen, or between different classes of workmen, the board of trade may, if they think fit, exercise all or any of the following powers, namely:

1. Inquire into the causes and circumstances of the difference.

2. Take such steps as to the board may seem expedient for the purpose of enabling the parties to the difference to meet together, by themselves or their representatives, under the presidency of a chairman mutually agreed upon or nominated by the board of trade, or by some other person or body, with a view to the amicable settlement of the difference.

3. On the application of employers or workmen interested, and after taking into consideration the existence and adequacy of means available for conciliation in the district or trade and the circumstances of the case, appoint a person or persons to act as conciliator or as a board of conciliators.

4. On the application of both parties to the difference, appoint an arbitrator.

If any person is so appointed to act as conciliator, he shall inquire into the causes and circumstances of the difference by communication with the parties, and otherwise shall endeavor to bring about a settlement of the difference, and shall report his proceedings to the board of trade.

If a settlement of the difference is effected, either by conciliation or by arbitration, a memorandum of the terms thereof shall be drawn up and signed by the parties or their representatives, and a copy thereof shall be delivered to and kept by the board of trade.

The arbitration act, 1889, shall not apply to the settlement by arbitration of any difference or dispute to which this act applies, but any such arbitration proceedings shall be conducted in accordance with such of the provisions of the said act, or such of the regulations of any conciliation board, or under such other rules or regulations as may be mutually agreed upon by the parties to the difference or dispute.

If it appears to the board of trade that in any district or trade adequate means do not exist for having disputes submitted to a conciliation board for the district or trade, they may appoint any person or persons to inquire into the conditions of the district or trade and to confer with the employers and employed, and, if the board of trade think fit, with any local authority or body as to the expediency of establishing a conciliation board for the district or trade.

The board of trade shall from time to time present to Parliament a report of their proceedings under this act.

The expenses incurred by the board of trade in the execution of this act shall be defrayed out of moneys provided by Parliament.

The masters and workmen arbitration act, 1824, and the councils of conciliation act, 1867, and the arbitration (masters and workmen) act, 1872, are hereby repealed.

This act may be cited as the conciliation act, 1896.

The significant features of the foregoing law, it will be noticed, are the official standing given to voluntary boards of arbitration and conciliation through registration, the keeping of records, etc., and the power given to the board of trade to create such boards where they do not exist, and itself actively to intervene where it deems such action advisable to determine the causes and circumstances of the dispute, and to take steps for its adjustment. No provision is made as to the enforcement of awards of arbitrators. The act scarcely goes as far as those in some of our American States.

The statute has scarcely been in force a sufficient length of time to enable a conclusive judgment to be made as to its effects. Moreover, the reports do not show precisely the methods which have been employed in the disputes which have been settled under the act; it is impossible to distinguish between the settlement of disputes by boards established voluntarily and registered under the act and settlement by the initiative of the department of labor itself. The total number of cases of strikes which were brought under the act during the 3 years from August, 1896, to July, 1899, was 67, of which 41 were settled and 26 failed of settlement. Of the cases settled 26 were by conciliation and 15 by arbitration. The total number of disputes settled by all agencies through conciliation and arbitration during these same 3 years was 128, from which it would appear that about one-third of the disputes which have been settled in a peaceable manner have been those under the act of 1896.

The following table shows the disputes acted upon by the British board of trade under the conciliation act from August, 1896, to June, 1899:[1]

Items.	August, 1896, to June, 1897.	July, 1897, to June, 1899.	Total.
Disputes settled under this act:			
By conciliation	14	12	26
By arbitration	5	10	15
Total	19	22	41
Disputes settled between parties during negotiations	4	3	7
Failures to effect settlement	5	2	7
Applications refused by board of trade	7	5	12
Total	35	32	67

III. TRADE CONCILIATION—GENERALLY.

1. **Extent and effects of system.**—The system of peaceful negotiation directly between employers and employees has probably been more highly developed in Great Britain than in the United States. All the methods of negotiation, conciliation, and arbitration which have already been described as existing in the United States find their prototypes in Great Britain, and all of them have been more extensively and more successfully employed than in the United States. We find in Great Britain a very large number of cases in which the general conditions of labor, as well as minor matters, are determined by informal negotiation between individual employers or organized employers and labor organizations. In many instances joint written agreements are adopted establishing the conditions of labor for a given period. This is not only true with regard to particular cities and localities, but frequently such written agreements apply to large sections of a trade throughout the country. These agreements, whether local or more wide reaching, frequently provide for the settlement of minor disputes by joint committees, and quite often with appeal to an impartial arbitrator in case of failure to agree. In some cases these agreements provide for the sliding-scale system of wages. Finally, there are many instances in which formal and permanent boards have been established by organizations of employers and employees, whose duty it is either to determine the general conditions of labor or to settle minor disputes, or to perform both these functions.

In the preceding section we have summarized the work of the more formally organized boards of conciliation and arbitration in Great Britain as regards the settlement of actual strikes and lockouts. As was before intimated, however, the chief work of such boards always consists in preventing strikes and lockouts rather than in settling them. The same is true regarding less formal methods of negotiation between employers and employees. The strike is, after all, in Great Britain as in the United States, a comparatively rare form in which the system of collective bargaining manifests itself. The enormous importance of the various methods of peaceful negotiation between employers and employees in Great Britain may be judged by statistics published by the Labor Department, showing the number of changes in wages from year to year which are brought about by methods of negotiation and conciliation, as compared with changes resulting from strikes.[2] It appears that during the year 1899, 1,175,577 persons were reported as having had their wages changed. Of this number only 34,273 received changes in wages as a result of strikes and lockouts. No less than 97 per cent, accordingly, of all changes in wages took place without strike, by peaceful methods. The corresponding figures for the years 1896 to 1898 are given in the following table:

	Changes in rates of wages arranged.							
	Without strike.				After strike.			
	1896.	1897.	1898.	1899.	1896.	1897.	1898.	1899.
Number of work people	551,933	553,213	963,134	1,141,303	56,721	44,231	52,035	34,273
Percentage	91	93	96	97	9	7	5	3

[1] Bulletin U. S. Department of Labor, No. 28, May, 1900, p. 605.
[2] Report of Labor Department on Changes in Rates of Wages and Hours of Labor, 1899, p. xix.

It will be observed from this table that during recent years there has been a steady decrease in the proportion of wage changes in Great Britain which have taken place as the result of strikes. Apparently peaceful methods of negotiation are more and more supplanting such violent methods as the strike and the lockout.

The British statistics also distinguish between the number of wage changes which are brought about (*a*) by informal negotiation between the parties concerned (or more frequently between labor organizations and employers), (*b*) by the more formally organized joint boards and by mediation and arbitration by outside parties, and (*c*) those which take place automatically under the sliding-scale system. The following table shows the number of persons whose wages were changed by each of these methods from 1896 to 1899, together with the proportion coming under each head:

Agencies by which the changes in wages were arranged.	Number of work people affected.				Percentage number of work people whose wages were arranged by each agency.			
	1896.	1897.	1898.	1899.	1896.	1897.	1898.	1899.
Parties concerned or their representatives	411,112	446,304	813,548	618,273	68	75	80	53
Conciliation boards, joint committees, mediation, or arbitration	60,254	15,522	32,574	379,285	10	2	3	32
Sliding scales	136,288	135,618	169,047	178,018	22	23	17	15
Total	607,654	597,444	1,015,169	1,175,576	100	100	100	100

It will be observed that, except during the year 1899, the wage changes taking place as the result of formal conciliation and arbitration were, comparatively speaking, few in number, ranging from 2 per cent to 10 per cent of the whole number. The exceedingly large figure for 1899, amounting to 32 per cent of all the wage changes, is chiefly due to general changes of wages made by the conciliation board in the federated coal-mining districts. The reason why the number of changes made by these formal boards is usually comparatively small is partly because, after all, these boards exist in comparatively few industries, and partly because, in many instances, their functions do not extend to the determination of the general conditions of employment, the general rate of wages, etc., but are limited to the settlement of minor disputes.

By far the greater number of wage changes, it will be observed, are those which result from informal direct negotiation between the parties concerned or their representatives. Changes made in this way range from 53 per cent to 80 per cent of the entire number. These changes of course include those made by joint written agreement between employers and employees, where such agreements are not adopted by formally constituted permanent boards or by formal arbitration by outside parties.

Finally, a great many wage changes are made by the system of sliding scales. Under the sliding-scale system wages may naturally be expected to change more frequently than under any other system, so that the large numbers in the above table do not indicate that a correspondingly large proportion of the entire number of working people in the country are subject to the sliding-scale system. From 15 to 23 per cent of the entire number of wage changes during the 4 years named took place as the result of the operation of sliding scales.

2. Written agreements as to conditions of labor.—Unfortunately the British statistics above quoted do not permit us to ascertain what proportion of wage changes embody themselves in written agreements between employers and employees. We know from other sources, however, that the system of written agreements is even more widely developed in Great Britain than in the United States. The methods of adopting such agreements and their contents appear to be very similar in both countries. (For description of agreement system in the United States see Introduction, Chapter II.) The majority of such written agreements in Great Britain are local, being adopted by local organizations of workingmen and either individual employers or associations of employers. In a few instances, however, these agreements cover much larger sections, or even virtually an entire trade. Some of them, as is pointed out below, are adopted by formally constituted joint boards of employers and employees of a permanent character. More frequently, however, they are informally adopted, although beyond question, in many instances, temporary joint committees, especially constituted for the purpose, hold more or less formal sessions in the adoption of these agreements.

The reports issued by the British Labor Department from year to year contain long lists of written agreements, some of them establishing time-work rates of wages and others establishing piecework scales. In the list of agreements establishing time wages, no less than 509 are mentioned for the building trades of England alone. The conditions of labor in practically the entire textile, boot and shoe, and glass trades are apparently determined by such joint written agreements, while in the coal-mining, iron and steel, engineering (machinery), pottery, tailoring, and various other trades these agreements are exceedingly common.[1]

3. Joint wages boards and boards of conciliation.—Special interest undoubtedly attaches to those more formal systems of conciliation and arbitration which have been established in many of the leading industries of Great Britain. While these systems have often been referred to by various writers, and are held up as models for adoption in the United States, it can not be said that any one definite form of organization or procedure has commended itself to employers and employees in Great Britain so as to stand forth preeminently. Moreover, these more formal methods of conciliation and arbitration do not apply to such a large proportion of the industries of Great Britain as is sometimes supposed. As the royal labor commission reported in 1894, they as yet cover only some of the more skilled trades where organization is most thorough. Even in the skilled trades it is still in England a comparatively exceptional thing that a trade or a section of a trade should have a joint board of employers and employees of a permanent character, and still more rarely is there provision for arbitration of questions on which the joint boards can not agree. The plan more usually adopted is that of special conferences between representative committees to settle general questions, minor and local questions being settled either directly between the individual employer and his employees, or between officials of different associations, or between trades-union officials and individual employers. Many of the most strongly organized unions appear to prefer these simpler methods to permanent joint boards.

One of the noteworthy facts regarding joint boards of employers and employees in Great Britain is this: That the organization of these boards is very generally established by permanent written agreement or constitution, while in the United States, as we have seen, the methods of organization and procedure are usually left either to unwritten custom or are determined by the annual agreements regarding conditions of labor themselves. The constitution and rules of some of the joint boards of Great Britain, which are set forth more fully below, are highly elaborate and very interesting.

The great majority of the permanent joint boards of employers and employees in Great Britain are more or less local in their character. Notwithstanding the fact that conditions of labor in a country as small as Great Britain may, at least in many trades, properly be relatively uniform everywhere, we find only two or three instances in which these boards take on a national character. On the other hand, few of the permanent boards are small affairs. In general, they cover an entire trade in a city or in a district of considerable extent. Thus, while there are 5 or 6 separate boards of conciliation under various names in the coal-mining industry, each of these covers a very large number of mines.

In discussing the work of the formal boards of employers and employees in Great Britain, we must continually bear in mind the distinction already pointed out between two great classes of industrial disputes.

(1) Those arising out of the existing terms of engagement or contract between employers and employed, largely questions of interpretation, which are for the most part limited to particular establishments and of little importance.

(2) Those arising out of proposals concerning terms of future service. These are frequently of wide interest and affect large bodies of men.

Some of the joint trade boards in Great Britain undertake to settle both of these classes of disputes, but in other trades there are either distinct boards for each class or the one permanent board has to do with only one class of disputes, those of the other class being settled in some more informal manner. Joint boards whose work is confined mainly to settling either general conditions of wages for entire trades, or the particular rates in localities or individual establishments necessary to carry out the general provision, are often known as wages boards. Joint boards are known usually as boards of conciliation when they act chiefly upon minor grievances submitted by employers or employees under their jurisdiction.

[1] Report of Labor Department on Standard Time Rates of Wages, 1899, pp. 176–209; Report on Standard Piece Rates of Wages, 1900, pp. 290–304.

.s to the nature and advantages of wages boards, the British Royal Commission Labor has this to say:

Wages boards[1] are to be distinguished both from mere occasional meetings :onferences between representatives or committees of employers and employed a trade for the purpose of discussing wage rates or other points at issue, and m the joint committees which are frequently constituted in trades for the pur-se of hearing and determining in a judicial manner questions arising between ividual employers and those whom they employ. The object of a true wages ard is to prevent conflicts by means of periodical and organized meetings of presentatives of employers and employed for the purpose of discussing and revis-; general wage rates in accordance with the changing circumstances of the ne. Thus a wages board fulfills the same purpose as a sliding scale, but does t pretend to adopt any automatic principle of regulating wages in exact accord-ce with prices. A wages board in this way avoids some of the difficulties which ve frequently led to the failure of sliding scales. In some cases the two systems ve been advantageously combined, and the principal business of a wages board s been the supervision and occasional revision of a sliding scale. Although the imary purpose of a wages board is the regulation of wages, it may also be made se of for the discussion of other general trade questions, and be, as it were, a arliament of the trade."

The joint boards of conciliation in Great Britain, whose chief function consists n the settlement of minor disputes, are more numerous than the wages boards nd other boards which have more general powers regarding the conditions of abor. Many workingmen and thoughtful economists are disposed to question the dvantage of formal and permanent boards of conciliation for the determination f the general conditions of the labor contract. In many trades occasions calling or discussion as to the general conditions of labor are comparatively rare and a ermanent board is less necessary. If a spirit of conciliation exists, the repre-entatives of the parties can get together informally from time to time to readjust the terms of the labor contract. The chief advantage in having a formally con-stituted board, with power to determine these conditions, lies in the emphasis which it lays upon the thought that resort to peaceful methods is the thing to be expected. The machinery is at hand and refusal to use it becomes conspicuous or is even a direct breach of faith. If, however, boards having power to settle minor disputes exist, the spirit of conciliation is likely to be developed, and even though these boards have no control of general questions and though other boards having such control may not exist, yet it may readily become the rule for employ-ers and employees to meet together in friendly conference when general questions arise. There certainly seems some weight in the contention of various British writers that it is undesirable to grant to the same body power to determine the general conditions of labor and to settle minor disputes regarding the interpreta-tion of those conditions. (See further discussion on this subject, quoted from British writers below, pp. 484 ff, this volume.)

The following table shows for each year from 1894 to 1899 the number of these more formal trade boards of conciliation and arbitration and wages boards known to the labor department of the British Board of Trade, together with the work-ing of the boards for each year.

Work of trade boards of conciliation and arbitration, 1894–1899.[2]

	1894.	1895.	1896.	1897.	1898.	1899.
Total number of boards	64	68	83	75	69	.....
Number reporting cases settled	43	39	49	46	47	53
Cases submitted to boards	1,733	1,282	1,451	1,465	1,320	1,232
Cases withdrawn or settled outside	368	293	582	603	493	506
Cases settled:						
By conciliation	1,142	331	608	628	555	503
By arbitration	223	158	205	186	220	172
Total	1,365	989	813	809	775	675

It will be observed that there has been an apparent decrease in the number of existing boards from 83 in 1896 to 69 in 1898, although the number is still greater than in 1894. This apparent decrease, however, is due to the dropping from the

[1] Royal Commission on Labor, Final Report, secs. 112, 115.
[2] Compiled from Reports of Chief Labor Correspondent on Strikes and Lockouts.

list of all boards which properly never were of any considerable importance and which died a natural rather than a violent death. It is true that in no small number of instances joint boards have been broken up by the dissatisfaction of one side or the other or by the refusal to abide by their decisions. But this is not the history of most important boards which have once become thoroughly established.

The number of cases annually submitted to these boards from 1894 to 1899 has varied from 1,232 to 1,733. By far the greater number of cases, however, are confined to a few boards in the coal mining and boot and shoe industries, and most of these are relatively unimportant. Unfortunately, there is no way of distinguishing in the statistics as to the magnitude or the nature of the questions settled by the various boards.[1] Of the cases which have been brought before the boards each year from one-fourth to two-fifths are withdrawn or settled without final action by the board. The cases actually settled have decreased each year since 1894, ranging down from 1,365 to 675. This decrease, however, by no means indicates a decreasing importance in the work of these boards. It more probably shows that they have resulted in producing greater harmony, so that fewer disputes arise. About three-fourths have been settled by conciliation and one-fourth by arbitration. It is doubtless true that this distinction is hardly applied with exactness in some of the reports made by the various boards to the British labor department.

The system of conciliation and arbitration has been most fully developed in the mining trades, the iron and steel trades, the textile trades, and the boot and shoe trades. The relative importance of the work of the boards in the different trades may be judged somewhat roughly by the following table, showing all of the separate boards and the number of cases settled by them during 1899. It must be remembered, however, that the conditions in different trades vary greatly, so that perhaps a larger number of disputes might be expected to arise in some than in others, while in some trades the disputes are of such a character as to lend themselves more readily to adjustment by conciliation and arbitration than in others.[2]

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[1] A general idea of the nature of the disputes brought before these boards may be gained from the following comment of the chief labor correspondent on the statistics of 1899 (Report of Chief Labor Correspondent on Strikes and Lockouts, 1899, p. liv):

"The number of cases is less than in 1898, when 775 were settled. On the other hand, the magnitude of the interests involved in the cases was probably greater, as they include readjustments of wages over the federation area and in Durham. The two boards in these districts, which were reestablished in 1899, together control the wages of about 400,000 work people. The board for Northumberland, which was also reestablished during 1899, did not effect any general change in wages before the close of that year. Negotiations for the formation of a conciliation board for the Scottish coal trade were in progress during the year, but the board did not come into operation until 1900.

"These boards, controlling the general level of wages, are entirely distinct from the local joint committees, of which those in Northumberland and Durham are the chief, whose function is the local readjustment of rates, with a view to bringing the wages paid to particular classes in individual pits into conformity with those generally paid in the county. The two committees referred to contributed between them 350 cases, or more than half the total number settled by all known permanent conciliation boards.

"Another large contribution to the total came from the boards in the boot and shoe trade, which disposed of 125 cases, mostly of a minor character, such as the classification of sample boots and materials.

"The boards on which employers, shipwrights, and joiners are represented, and which deal with questions of demarcation of work between the two trades, also disposed of a large number of minor cases. Permanent boards of this description are in existence in the Tyne district, at Stockton and Hartlepool, at Middlesbrough, and on the Clyde. These four boards settled 57 cases of disputed work during the year.

"So far as their conciliatory work is concerned, most of the boards in the iron and steel trades settle only questions at individual works, general changes in wages being settled by the sliding scale machinery. The board for the west of Scotland steel trade, however, deals with general wages changes, and three advances were agreed upon during the year.

"Other general wages changes, settled by the boards or their arbitrators, affected house painters at Sunderland, plasterers at Reading and at Edinburgh, marine engineers on the northeast coast, iron founders on time wages in the same district, bedstead workers and cased-tube and stair-rod makers chiefly at Birmingham, tin-plate openers in Monmouth and South Wales, and clickers and pressmen at Northampton. The change in this last case, however, did not take effect until 1st February, 1900."

[2] Report of Chief Labor Correspondent on Strikes and Lockouts, 1899.

ummary of the work of permanent boards of conciliation and arbitration during 1899, with comparative figures for 1898 and 1897.

[Except where expressly stated in a footnote, the figures for 1899 represent the entire work of the ards. In a few cases the figures for earlier years only include cases of which the board of trade s received special information.]

Board.	Number of cases in 1899 reported as—			Number of cases settled during 1899—			Corresponding number settled in—	
	Considered by board.	Withdrawn or otherwise settled independently of board.	Still under consideration at end of 1899.	By conciliation.	By arbitration.	Total.	1898.	1897.
TRADE BOARDS.								
uilding trades:								
National plumbers	3	2	.....	1	.....	1	3	1
Newcastle painters	3	1	.....	2	.....	2	2	.....
Sunderland painters	1	.....	.....	.....	1	1	.....	1
Reading and neighborhood	1	.....	.....	1	.....	1	.....	(1)
Edinburgh plasterers	[2]3	1	.....	2	.....	2	(3)	(3)
Edinburgh and Leith slaters	1	.....	.....	1	.....	1	.....	1
Falkirk carpenters and joiners	1	.....	.....	1	.....	1	2	(3)
lining:								
Federated districts	2	.....	1	1	.....	1	(1)	(1)
Durham conciliation board	1	.....	.....	1	.....	1	(1)	(1)
Northumberland joint committee	74	31	9	28	6	34	45	45
Durham joint committee	731	415	(4)	201	[4]115	316	371	364
Cumberland	2	.....	.....	1	1	2	4	(3)
West Yorkshire	7	.....	2	5	.....	5	4	1
South Yorkshire	(3)	.....	.....	.....	.....	.....	1	1
South Wales and Monmouthshire sliding scale	[2]1	.....	1	.....	.....	.....	(3)	2
South Staffordshire and East Worcestershire	.....	.....	.....	.....	.....	.....	1	.....
Cleveland (iron mines)	11	3	.....	4	4	8	7	2
Iron and steel trades:								
Cleveland blast-furnace men	8	2	.....	4	2	6	18	4
West Cumberland blast-furnace men	12	1	.....	11	.....	11	15	5
Midland iron and steel	2	.....	.....	2	.....	2	3	10
North of England iron and steel	11	5	.....	5	1	6	8	13
West Scotland steel	3	1	.....	2	.....	2	4	1
Scottish manufactured iron	9	5	1	3	.....	3	5	2
Engineering and shipbuilding:								
Northeast coast marine engineers	1	.....	.....	1	.....	1	.....	1
Northeast coast patternmakers	1	.....	.....	1	.....	1	2	1
Northeast coast iron founders	2	.....	.....	.....	2	2	3	2
Wear shipbuilding	.....	.....	.....	.....	.....	.....	1	1
Tyne and Wear boilermakers	5	.....	.....	5	.....	5	3	(3)
Tyne shipwrights and joiners	11	.....	.....	11	.....	11	17	19
Tees boilermakers	28	11	2	15	.....	15	7	10
Stockton and Hartlepool shipwrights and joiners	17	.....	.....	13	4	17	3	8
Middlesbrough shipwrights and joiners	4	.....	.....	4	.....	4	.....	(1)
Clyde shipwrights and joiners	29	3	1	25	.....	25	15	28
Other metal trades:								
Tinplate trade	[2]4	.....	.....	4	.....	4	(1)	(1)
South Staffordshire bolt and nut	1	.....	1	.....	.....	.....	1	1
Brass foundry	.....	.....	.....	.....	.....	.....	.....	2
Gas and electric light fittings	.....	.....	.....	.....	.....	.....	.....	1
Water, steam, and beer fittings	.....	.....	.....	.....	.....	.....	1	(3)
Wages boards in connection with alliances in the following trades—								
Bedsteads	[2]2	.....	.....	2	.....	2	(3)	(3)
Metal rolling, etc	2	.....	.....	2	.....	2	(3)	(3)
Brass and iron fenders	2	.....	1	1	.....	1	(3)	(3)
Bedstead mounts and fender supports	6	.....	1	5	.....	5	8	(3)
Coffin furniture	1	.....	.....	1	.....	1	(3)	(3)
Cased tubes and stair rods	2	.....	.....	2	.....	2	2	2
Textile trades:								
Nottingham lace trade	.....	.....	.....	.....	.....	.....	7	7
Leicester dyeing	.....	.....	.....	.....	.....	.....	2	4

[1] Not in existence.
[2] Principal questions only.
[3] Not stated.
[4] The figures given for this board are not exactly comparable with those for other boards, the number of cases referred to arbitration and not the number actually settled during 1899 being given in the arbitration column of the table.

Summary of the work of permanent boards of conciliation and arbitration during 1899, with comparative figures for 1898 and 1897—Continued.

Board.	Number of cases in 1899 reported as—			Number of cases settled during 1899.			Corresponding number settled in—	
	Considered by board.	Withdrawn or otherwise settled independently of board.	Still under consideration at end of 1899.	By conciliation.	By arbitration.	Total.	1898.	1897.
TRADE BOARDS—continued.								
Textile trades—Continued.								
Leicester trimming							1	3
West Riding—								
Slubbing and yarn dyeing							1	
Cotton-warp dyeing							6	
Tailoring trades:								
Aberdeen	40	1		39		39	53	11
Manchester	1				1	1		
Boot and shoe trade:								
Ansty	2			1	1	2	(1)	(1)
Birmingham	(1)	(1)	(1)	(1)	(1)	(1)	4	2
Bristol	1		1					
Hinckley	24	2	1	9	12	21	7	
Kettering, No. 1							2	3
Leeds	3			3		3	10	5
Leicester	25	11	2	8	4	12	20	1
London machine sewn	30	2	13	11	4	15	4	1
London sew-round	10		1	8	1	9	5	
Northampton lasters and finishers	[2]37	2		27	8	35	46	14
Northampton clickers and pressmen	[2]1				1	1		
Norwich								4
Stafford								4
Glasgow	20	2	2	15	1	16	14	7
East of Scotland	22	2	9	9	2	11	25	2
Pottery trade:								
Stafford								1
Dock and waterside labor:								
Cardiff, Penarth, and Barry coal trimmers	2			2		2	1	3
Newport coal tippers and trimmers							(1)	1
Total for two boards dissolved before commencement of 1899							5	1
Total trade boards	1,223	503	49	500	171	671	769	792
DISTRICT BOARDS.								
London	5	2	1	2		2	3	4
Aberdeen	1				1	1	3	2
Total district boards	6	2	1	2	1	3	6	6
GENERAL BOARDS.								
Trade unionists and cooperators	3	1	1	1		1	(1)	(1)
Grand total	1,232	506	51	503	172	675	775	798

[1] Not stated. [2] Including cases dealt with up to March 31, 1900.

4. Sliding scales.—In a few trades in Great Britain the system of sliding scales has been adopted for the determination of wages. These scales are often established in the first instance by wages boards or of joint boards of conciliation, but they provide for an automatic adjustment of wages thereafter according to some definite relation to the rise and fall of prices or to other elements affecting the prosperity of the industry. The trades in which sliding scales have been most satisfactory are the mining and iron and steel trades.

In connection with the study of individual trades given hereafter various wages boards and sliding scales are described, it being impossible to separate sharply between joint boards of conciliation and arbitration and boards which simply settle wage matters or establish sliding scales.

The following quotations from the final report of the Royal Labor Commission as to wages boards and sliding scales show very clearly the advantages and the difficulties of these arrangements.

As to sliding scales, the Royal Commission expresses the following opinion:[1]

"The advantages claimed for this system are (1) that it obviates disputes about wages, at any rate, during fixed periods; (2) that it promotes a feeling of copartnership and common interest between employers and employed; (3) that it enables employers to calculate what will be the cost of production, in wages, for some time ahead, and therefore to enter into long contracts with some feeling of security; (4) that it causes alterations in the rates of wages to take place gradually and by a series of small steps, instead of suddenly and at a bound.

"The frequent failure of attempts to establish a permanent sliding scale seems to be chiefly due to the difficulties of agreeing on a basis price, many of which, however, are such as may gradually be removed as the real nature of the problem becomes better understood. A common difficulty in settling and revising the basis of sliding scales arises from one party or the other contending that other circumstances besides the average wages and selling prices for a preceding term of years should be taken into consideration, such as changes in the cost of material, or the state of the labor market, or the relative wages of men in other districts and like industries, or competition with other districts and countries. An experienced witness giving evidence on behalf of employers in the iron and steel trade thought that, in view of all this, it would never be possible to have a permanent sliding scale, based upon the price of the product apart from other circumstances, and that any sliding scale would require revision every few years. It also appears that workmen are apt to think that the sliding scale does not operate quickly enough to give them the full advantage of an upward movement of prices. It was explained that this feeling on their part is often due to the fact that the actual average prices which employers are getting frequently by no means correspond with the quoted market prices of the day, because in the coal trade employers have to make large contracts, as a rule, for 3 or 4 months ahead, and in foreign trade often much longer. It was explained by a witness of great experience that the dissatisfaction so often felt by miners with the operation of the sliding scale was due to the fact that the prices, inflated by speculation in a rising market, which they see quoted in newspapers, are usually much in excess of the real average price which is being obtained by coal owners, and represent merely the temporary value of a small part of the coal in the market, so that workmen are apt to think that, under a sliding scale, they do not get the full advantage of rising prices. The only remedy seems to be that there should be a joint standing committee of employers and employed, charged with the supervision of a sliding scale, and working upon frequent periodical reports made by accountants having full power to examine the books of employers, and that the workmen at large should implicitly trust their representatives, and delegate the fullest powers to them. All this implies a trade very highly organized in some respects.

"The system of sliding scales, so far as existing experience shows, is not applicable to all industries, but only to those in which, as in iron smelting, there is a certain simplicity in the product and steadiness in the cost of the raw material, or which, like coal mining, consist in the extraction of the raw material itself. It was represented that it would be very difficult to apply such a system to any complex manufacture in which the varying prices of the ingredient raw materials were a disturbing force in the cost of production. This is no doubt the reason why it has been introduced into so few industries. Even in coal mining, to which it seems specially applicable, it has had only a limited success. But representatives, both of employers and workmen in industries in which this system has been tried, agree that if a satisfactory basis to a scale could be arrived at the system would be one conducive to friendly relations and the good of the trade. It seems, however, to be desirable to notice at this point a fundamental objection taken by many workmen to the principle of a sliding scale, namely, that wages should determine prices and not prices wages. Objection is also made by some to any system of sliding scale which does not provide a minimum below which the wage rate is not to fall, on the ground that the cost of a certain minimum standard of life for the workers should be the first charge upon the produce of industry and should be maintained even in times of depression of trade. This appears to be the principle underlying the great struggle in the coal trade, which arose after we closed the evidence, and was described in that struggle as the maintenance of the 'living wage.' The establishment of a sliding scale is also objected to by some workmen on the ground that, while the scale lasts, it renders the chief work of the union superfluous and so weakens the organization by causing its members to withdraw from it."

[1] Final Report, Royal Labor Commission, secs. 109-115.

IV. ARBITRATION AND MEDIATION BY OUTSIDE PARTIES.

An important distinction which must always be borne in mind in considering the English experience as to industrial disputes is that, already explained, between conciliation and arbitration. Although the words are frequently used as synonymous they properly stand for two very different practices. Boards of conciliation usually consist of an equal number of employers and employees, and their general function is to discuss and bring about agreements to which all the members consent.

Arbitration, on the other hand, implying a definite decision of disputes by some disinterested party, is naturally resorted to for the most part only after failure to bring about an agreement by conciliatory methods.

In a number of the trades in Great Britain which have permanent boards of conciliation the rules provide for the reference of such matters as can not be otherwise settled to an umpire or arbitrator. The practice is indeed much more common in Great Britain than in those trades in the United States which have adopted the conciliation and agreement system on a large scale. Even general questions relating to the future conditions of labor are occassionally referred to outside arbitrators. This is the case under such important systems as that in the manufactured iron and steel trades of the North of England, the mining trade in the federated districts, and the boot and shoe trade. By some of these agreements it is provided that such arbitrators are to be specially chosen for each dispute which arises; more often the arbitrator is agreed upon in advance and retains his position for many years. Arbitrators are usually prominent public men. In some cases they are actively engaged in industry. Thus, Sir David Dale was for many years the umpire in the manufactured iron trade. More often perhaps the arbitrator is a statesman or man of letters not engaged in industry.

In a few trades the decisions of these arbitrators have been frequently called for, but in a greater number of trades the occasions for action by them have proved rare, both sides being far from desirous to have the conditions of employment settled by an outside party. Indeed, it can scarcely be said that either workingmen as a class or employers as a class strongly favor, as an ordinary practice, the calling in of persons from outside the trade to determine the relations of employers or employees. (See expressions on this subject below, p. 484ff.) While apparently the decisions of arbitrators once rendered have been carried out loyally, they have yet often been a source of discontent on one side or both.

So far we have been speaking chiefly of arbitration of disputes in advance of strikes and under previous agreement for their submission to such decision. In the absence of such formal arrangements for arbitration, the parties to particular disputes in Great Britain not infrequently submit them, before or after a strike or lockout has intervened, to impartial arbitrators. Indeed some very important strikes have been settled in this way. Either the disputants have agreed to submit to the decision of outside persons or the latter have themselves taken the initiative in offering mediation. The most remarkable case of this kind was that of the prolonged coal strike of 1893. So great was the public injury from the strike that Gladstone himself, then prime minister, urged the operators and owners to come to an agreement, and finally asked Lord Rosebery to act as the mediator. Through his social position Lord Rosebery was able to bring about a friendly conference between the reprensentatives of the two sides and a mutual agreement was soon effected. Again, in 1895, a great strike in the boot and shoe trade was terminated largely through the mediation of Sir Courtenay Boyle, permanent secretary of the board of trade, and in 1896 Lord James, a cabinet minister, brought about a settlement of the strike in the Clyde and Belfast shipbuilding trades.

Other conspicuous instances of successful interventions of this kind were those in which a committee of distinguished persons terminated the London Dock strike of 1889, and in which the bishop of Durham brought to an end the miners' strike in that county in 1892. It has been not unusual for mayors of towns or other local authorities to offer this kind of intervention. Regular boards for the purpose of mediation have been established in a number of the larger industrial centers. These are more fully described below.[1]

[1] Webb, Industrial Democracy, I, 240.

V. GENERAL BOARDS OF CONCILIATION AND ARBITRATION IN MUNICIPALITIES.

In several English manufacturing centers boards of conciliation, or perhaps more properly of mediation, have recently been established, usually more or less under the influence of the local board of trade, but sometimes apparently at the instance of the city government. Thus there is in Leicester what is known as the mayor's arbitration board, composed of men of entirely different trades. In connection with this general board individual boards of arbitration are provided for in the particular trades, with right of appeal to the higher board. In Bradford and Leeds boards have been established of a somewhat similar nature, under the leadership of the chamber of commerce. These boards, not resting formally upon agreements between employers and employees, have no final power unless disputes be submitted to them by common consent, and their general intention appears to be to bring parties to labor disputes into conference with one another.[1]

The number of these district boards of conciliation and arbitration is fully 20, but their activity has hitherto been very limited. The report of the British board of trade on strikes and lockouts scarcely mentions a single strike which has been settled by these boards during the past five years,[2] and the number of cases of minor disputes not resulting in strikes which have come before them is also insignificant. Nevertheless the movement is interesting, as showing the general desire for industrial peace, and doubtless it has had an influence in bringing about the establishment of trade boards in certain cases. In the opinion of the Royal Labor Commission "the system appears to be especially well adapted to places where a number of different industries are carried on, while trade boards of conciliation seem most suited to those staple industries which are carried on in special districts by large masses of men."

The most important of these district boards of conciliation is the London Conciliation Board, which was a direct outcome of the great strike of dock laborers in London in 1889. It was organized at the instance of the London board of trade. Each of the leading groups of trades in the city has a separate conciliation committee, composed of an equal number of employers and employees, to which any dispute in the trade may be submitted, if both sides agree to do so, with provision for appeal to a central board composed of 12 members chosen by employers and 12 by employees, together with 1 representative of employers and 1 of employees from each body or trade in the city representing more than 1,000 persons. If this board can not reach an agreement, or if its decision is not accepted, it offers to the parties facilities for arbitration, although, of course, there is no compulsion upon them to arbitrate. It has been found that it is considered a sign of weakness for one contestant to appeal for the good offices of the board, so that its activity has chiefly been in the direction of mediation on its own initiative. The amount of work accomplished is therefore somewhat limited.[3]

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[1] Royal Commission, sec. 388. [2] See ante, p. 465.

[3] RULES AND BY-LAWS OF THE LONDON CONCILIATION BOARD.

RULES.

I. That a permanent body be constituted, to be called the London conciliation board, which shall be affiliated to the London chamber of commerce, and that its composition shall be as follows, viz:

(a) Twelve members representing capital or employers to be elected by the council of the chamber.

(b) Twelve members representing labor, to be elected by the employed.

(c) To these shall be added representatives from the separate trade-conciliation committees as hereinafter referred to.

(d) Four members, viz, the lord mayor of London, or some member of the corporation to be nominated by him, the chairman of the London county council, or some member of the council to be nominated by him, and two representatives of London labor organizations to be selected by the labor representatives on the board.

The formation of the board shall date from its first meeting, on December 12, 1890. Its original members shall hold office for not exceeding three years, as may have been or may be from time to time determined by the electing bodies, respectively.

II. The duties of the London Conciliation Board shall be as follows:

(a) To promote amicable methods of settling labor disputes and the prevention of strikes and lockouts generally, and also especially in the following methods:

1. They shall, in the first instance, invite both parties to the dispute to a friendly conference with each other, offering the rooms of the chamber of commerce as a convenient place of meeting. Members of the board can be present at this conference, or otherwise, at the pleasure of the disputants.

2. In the event of the disputants not being able to arrive at a settlement between themselves, they shall be invited to lay their respective cases before the board, with a view to receiving their advice, mediation, or assistance. Or should the disputants prefer it, the board would assist them in selecting arbitrators, to whom the questions at issue might be submitted for decision.

3. The utmost efforts of the board shall in the meantime and in all cases be exerted to prevent, if possible, the occurrence or continuance of a strike or lockout, until after all attempts at conciliation shall have been exhausted.

The London Conciliation Board shall not constitute itself a body of arbitrators, except at the

VI. RESPONSIBILITY OF TRADE UNIONS IN CONNECTION WITH ARBITRATION AND CONCILIATION.

Undoubtedly one of the chief reasons why the system of conciliation and arbitration has been more successful in Great Britain than in any other country is the strong organization of trade unions and their consequent moral responsibility. Employers are willing to negotiate with organizations which are able and likely to carry out their agreements or to abide by the decisions of arbitrators. To be sure, as we shall see elsewhere, p. 619, trade unions in Great Britain are expressly relieved from legal responsibility for their acts and agreements in connection with relation to employers. It is not because of any power to fine or to punish the members of the unions, or the body collectively, for failure to carry out agree-

express desire of both parties to a dispute, to be signified in writing, but shall in preference, should other methods of conciliation fail, offer to assist the disputants in the selection of arbitrators chosen either from its own body or otherwise. Any dispute coming before the board shall, in the first instance, be referred to a conciliation committee of the particular trade to which the disputants belong, should such a committee have been formed and affiliated to the chamber.

(b) To collect information as to the wages paid and other conditions of labor prevailing in other places where trades or industries similar to those of London are carried on, and especially as regards localities either in the United Kingdom or abroad where there is competition with the trade of London. Such information shall be especially placed at the disposal of any disputants who may seek the assistance of the London Conciliation Board.

III. The separate trade conciliation committees shall be composed of equal numbers of employers and of employed.

Each trade shall elect its own representatives, employers, and employed voting separately for the election of their respective representatives. The number of members and the general rules of procedure shall be determined by each particular trade, subject to the approval of the London Conciliation Board.

The trade conciliation committees shall be affiliated to the London Chamber of Commerce, and shall be represented upon the London Conciliation Board. Any trade conciliation committee constituted as above, representing a body or trade in the metropolitan districts of more than 1,000 individuals, shall send 2 representatives to sit on the London Conciliation Board, 1 being an employer and the other an operative workman, each to be separately elected by employers and employed, respectively. In the case of trade conciliation committees representing bodies or trades in the metropolitan districts smaller in number than 1,000 individuals, two or more such committees may unite together to elect joint representatives to the London Conciliation Board.

It shall be the duty of the trade conciliation committees to discuss matters of contention in their respective trades; to endeavor amicably to arrange the same, and in general to promote the interests of their trade by discussion and mutual agreement. In the event of their not being able to arrange any particular dispute, they will refer the same to the London Conciliation Board, and in the meantime use their most strenuous endeavors to prevent any strike or lockout until after the London Conciliation Board shall have exhausted all reasonable means of settlement.

They may from time to time consider and report to the London Conciliation Board upon any matter affecting the interests of their particular trade upon which it may be thought desirable to employ the action or influence of the London Chamber of Commerce as a body.

IV. The London Chamber of Commerce places its rooms at the disposition of the London Conciliation Board of the trade conciliation committees for holding their meetings. Any alterations in the rules and regulations of these bodies, which may be from time to time proposed, shall be submitted for approval to the council of the chamber.

V. The above regulations shall be subject to by-laws, to be specially framed for the purpose, and which shall be open to amendment as required from time to time, on agreement between the council of the chamber of commerce and the London Conciliation Board.

BY-LAWS.

Trade conciliation committees.

1. Any trade carrying on its operations within the metropolis or in any port of London, or within a reasonable distance thereof, can form a conciliation committee of its own trade under the foregoing rules.

2. Each committee shall elect its own chairman, who may be either a member of the committee or a person chosen from outside the committee. Should the chairman be a member of the committee, he shall not have a second or casting vote. If the committee, however, should elect a chairman not being a member of the committee, either as general chairman, or to preside on any special occasion, he shall not vote with the committee, and the committee shall decide at the time of his election whether he shall have a casting vote or otherwise. The committee shall also elect a vice-chairman who shall, in the absence of the chairman, exercise the same power as the chairman.

3. In the event of any question being put to the vote at any meeting where the number of representatives of the employers and employed shall not happen to be equal, any member present shall have the right to claim that the voting power of each order shall be equal, irrespective of the numbers present. In this case the chairman shall call upon the order whose numbers predominate to exclude from the voting such a number of their order for the time being as shall suffice to produce an equality of voting between the two orders, the chairman counting himself as one of the order to which he belongs.

4. A quorum shall consist of not less than one-third of each order.

London Conciliation Board.

5. The board shall elect its own chairman and vice-chairman, who shall vote with the board, but shall not have a second or casting vote.

6. The regulations of by-law 3, as laid down for the guidance of the trade conciliation committees, shall also apply to the London Conciliation Board.

7. The chairman shall be selected from the employers of labor on the board and the vice-chairman from among the employed.

ments or to abide by the decision of arbitrators, that trade unions are more responsible in Great Britain than elsewhere. The responsibility grows out of the fact that the unions, from long experience, recognize that if they desire to retain the respect of their employers they must carry out their agreements. The influence of public opinion is likewise extremely strong in forcing them to do so. Again, the control of the union over its members is made strong in various ways. The organizations are so extensive and so powerful that if any small number of members should leave rather than carry out the order of their officers, these members would probably be unable to find employment in their trades. Moreover, the English unions mostly have an important system of benefits. If a member severs his connection with the union, refusing to carry out its agreements, he forfeits the right to these benefits and loses the advantage of the contributions which he has made from year to year in order to secure them.

There are those, indeed, who advocate an increase in the legal responsibility of trade unions. It is true that agreements have not always been carried out faithfully and that unions as a body, or groups of their members, have at times refused to abide by the decisions of joint boards of conciliation or of outside arbitrators. The Royal Commission on Labor, while recognizing this difficulty, was unable to agree in recommending measures for increasing the legal responsibility of unions. An important minority, headed by the Duke of Devonshire, did strongly urge legislation making unions capable of entering into legally enforceable agreements. This minority, however, was composed wholly of employers or of members of the leisured class, and their proposition was strongly opposed by the labor members of the commission. The views of the royal commission and the other views just referred to are more fully set forth in the section on the legal position of trade unions, p. 622.

VII. UNIONS OF EMPLOYERS AND EMPLOYEES.

Considerable attention has lately been attracted to a new form of industrial combination which is now becoming prominent in Great Britain, and which owes its origin and strength largely to Mr. E. J. Smith, of Birmingham. An important feature of the system is the establishment of joint wages and conciliation boards. The chief trades mentioned in this connection are those engaged in the manufacture of bedsteads, spring mattresses, fenders, electrical fittings, brass cased tubes, and china furniture. Conciliation and arbitration have also been employed extensively by the National Society of Amalgamated Brassworkers. (Bulletin Department of Labor, pp 536–540.)

The following extracts from a statement by Mr. Walter T. Griffin, United States commercial agent at Limoges, summarize the system:[1]

"To prevent manufacturing being carried on at a pecuniary loss, a minimum scale is adopted. A representative article, like a certain pattern of bedstead or one dozen plates of a given size and shape, is taken as a basis to ascertain how much it costs to manufacture; the manufacturers agree on the minimum rate at which it can be made; then a certain percentage is added for profits, and this forms the minimum selling price for that article. The manufacturers bind themselves by the rules of the alliance not to sell without the consent of the alliance below this minimum price. The workmen are also offered certain interests in the success of the business, and, both parties being mutually dependent, there is no occasion for strikes, lockouts, or trade disputes.

"The rules of the alliance, as carefully laid down, are as follows:

"First. A thorough examination into the costs of production is made in every trade. * * * Up to date Mr. Smith has had before him some 20 trades for examination, and he says that he has not yet found a trade in which one-third of the manufacturers had learned or practiced the art of cost taking. * * *

"Second. The cost taking includes the fixing of uniform rates for working expenses, carriage, cash discounts, selling commissions, merchants' allowances, rebates to large buyers, and all the incidental costs of trading. Large buyers are given a rebate according to the amount of their purchases from the combination every 6 months. This is obtained from the secretary of the alliance only, and is granted on all purchases, thus enabling the buyer to distribute his orders throughout the whole alliance if it suits his purpose to do so. The system of fixing transportation charges places every member of the combination on an equal footing all over the world, no matter where his works may be situated. To all of these expenses is added a proportion of profit which is accepted as the minimum.

[1] Quoted in Bulletin of the National Association of Wool Manufacturers, September, 1899, pp. 282–286.

"Third. Rules are drawn up which govern the alliance and arrange for the investigation of complaints (or even suspicions) of underselling or departure from the regulations. * * * The defendant never knows who his complainant is, so that friction is avoided and inquiry encouraged. * * *

"Fourth. In many of the combinations compensation against loss is guaranteed to all members. It is very significant, however, that not a single application has been made. Various grades of selling prices are also adopted whenever a trade depends upon the quality of the goods and the reputation of makers, so that the unknown and less skillful maker may have a fair chance. It is an automatic arrangement, however, which is adjusted every 6 months, so that no one can abuse a privilege by selling in a lower grade and taking away the trade of a competitor.

"Fifth. Every combination has a large fund for fighting and other purposes. This fund is secured by means of a guaranty at a bank, so that the money does not have to be drawn from the business. Each member guarantees in proportion to his standing in the trade, and he is responsible only for the amount against his name. * * *

"Sixth. The ordinary expenses of management are met by quarterly levies, made in the same way.

"Seventh. A foreign committee is appointed for the collection of statistics and examination into competition. It also makes recommendations, from time to time, as to how to meet this competition. * * *

"Eighth. There is no attempt at monopoly or at making a close trade in any of the combinations; due regard is paid to claims of an applicant for admission to a combination. * * *

"Ninth. The inducements offered to the work people are as follows:

"(*a*) The wages, hours, and conditions of labor existing at the time the employers' alliance is completed are guaranteed as long as the alliance lasts.

"(*b*) A wages and conciliation board is formed, in which the workmen have an equal right in every way. This board has absolute power to settle all disputes which can not be arranged in the respective works, on terms in keeping with the rules of each alliance. * * * But in all new questions its power is absolute; and if an agreement can not be reached an arbitrator is called in, whose decision must be accepted by both parties. So far, an arbitrator has never been needed. Until the dispute is settled the workmen accept the employers' terms under protest. When the question is settled by the board the decision is retroactive, so that the delay necessary to adjust the matter is not prejudicial to either party. Strikes and lockouts are thus made impossible.

"(*c*) The first rearrangement of the selling prices carries with it a wage bonus for the workman in proportion to the amount of the average advance. Generally speaking, the first advance on the selling price carries with it a bonus of 10 per cent on the wages, but this varies with the proportion of the wages included in the cost of production; sometimes it is only 5 per cent bonus. * * * Any additional advance in the selling price must be made by the consent of the whole board, and carries with it a bonus on the wages, in a proportion agreed upon by the original alliance, and depending mainly on the proportion which wages bear in the selling prices of the articles. Generally it is a 5 per cent bonus on a 10 per cent advance. This, however, is subject to a sliding scale; i. e., in the event of a reduction being necessary in the selling price, from any reason whatsoever, the bonuses are reduced, proportionately, until the first bonus is reached.

"(*d*) The employers, having formed a union amongst themselves, give their support to trades unionism in every way. They employ none but unionists, so that the workmen must form a union if none exists. On the other hand, the workmen refuse to work for any but associated employers. If, therefore, any member of an alliance leaves it or is expelled for any just reason, his workmen must leave his employment. While such a dispute lasts, the cost is shared equally between the two associations." * * *

Mr. Smith has written a little book known as "The New Trades Combination Movement" defending his proposed plan. Especially as regards its effect upon the condition of the workmen, he uses, in part, the following language:[1]

"The new combination scheme aims at an improvement in the condition of the work people, the recognition of their right to participate in the benefits arising from increased profits, and the drawing into close bonds of unity employers and employed. This object, however, is advanced as being part of a business transaction. Philanthropy, as such, is not pleaded as being part even of the motive. * * *

[1] E. J. Smith, The New Trades Combination Movement, London, 1899, pp. 51-65.

"It is, therefore, as to the making of a bargain that workmen are approached. 'We are helpless without you, and you are helpless without us; shall we help each other?' The work people naturally reply, 'What is it you want us to do, and what are we to get for doing it?' It is to me one of the most extraordinary things imaginable that there are still people living who object to the consummation of such a compact. Day by day we read of the 'Labor war.' Day by day we are deluged by the reflections of well-meaning people as to the suicidal effects of the strife between capital and labor. * * * Why do we not make laws which would strangle the evil at its birth? * * *

"But while our lawgivers are making up their minds, there is nothing to prevent capital and labor from helping each other by methods which our present laws do not, as far as we know, forbid. Yet, as soon as this is mentioned, there are some people who grow angry, and who denounce it as 'un-English' and 'coercive.' Only a week or two ago a daily paper waxed eloquent in its denunciation of any agreement whereby the liberty of the manufacturers might be restricted. The fact that 90 per cent of a whole trade thought it no restriction did not count. The certainty that the other 10 per cent were responsible for bringing down both profits and wages was ignored. The liberty of the subject was everything. * * *

As to the fixing of wages temporarily at formerly existing rates, Mr. Smith says: "I confess that I am sorry that I have no better terms to offer. I should be better satisfied if the alliance could be started on terms which would require no further alteration on either side. That this is impossible I have fully demonstrated. I once spent 6 weeks in joint conferences between masters and workmen, trying to establish some basis upon which we could begin as we meant to go on. It is with a sense of humiliation that I confess that the time was worse than wasted. My critics seem to have missed this, but I give it to them gratis as 'another failure.' The workmen tried to get the *highest* prices paid by anybody *as a minimum;* the employers tried to get the *lowest as a maximum.* I was quite helpless, and we adjourned forever. I am not responsible for the condition of things as I find them when I am consulted by a trade. Each side has done its best to beat the other, and I have to accept things as they are. My first endeavor is to prevent anything from getting worse. * * *

"I am constantly being asked whether the first bonus secures a 'living wage?' My answer is that this depends upon circumstances. If it be in a trade where a strong union has been able to maintain a good wage, the first bonus and the first advance in selling prices may be sufficient on both sides. But if, as is generally the case, there is no union, or only a very weak one, the probability is that the first bonus is not sufficient, any more than the first rearrangement of selling prices is; but whatever it is, it will at least be proportionate to the advance on selling prices, and it is generally higher. * * *

"But the 'living wage' does not depend upon the bonus paid. It is to be found in the result of the friendly conferences held by the wages boards as years go on. Step by step there is accomplished the seeming miracle of a fair wage being paid, without dispute and without strikes. * * *

"And now, what has [the workingman] to do in return? He has simply to keep the compact from breaking down by refusing to work for those who would destroy it. * * *

"Without restrictions of some kind this scheme would be of no more service than any of the others which have been tried without success. It is clear enough that manufacturers must either be left free to sell at what prices they please, or they must be compelled to sell with at least a minimum profit. If the former is conceded, it is absolutely certain that some will sell at prices which will make fair wages impossible. * * *

"The history of every association will show that pledges without the power to insist upon their fulfillment are useless, as they will be broken. Even if they are not broken, buyers would say they were, so that the effect on the minds of the competitors would be just the same. Restriction is, therefore, a positive necessity. * * *

"The whole matter is in the hands of the work people. If they will go on working for manufacturers who sell without profit, the consequences are of their own seeking; if they refuse to do so, they can stop the evil at once. The compact is made without regard to any individual. It is simply an admission as to the wisdom of a principle which will be made to apply all around. So far the cry of the trade-unionists has been that of a 'living wage' only. A living wage is impossible without 'a living profit.' They are asked to demand both, and to refuse to work for anyone who will not comply with the demand."

VIII. BRITISH OPINION AS TO CONCILIATION AND ARBITRATION.

1. Opinion of Royal Commission on Labor regarding trade conciliation and arbitration.—The Royal Commission on Labor in 1894 expressed its opinion in favor of trade conciliation as a means of settling general questions, but not especially favoring arbitration by outside persons, especially as to the general conditions of labor. It said:[1]

"Special attention has been called in this part of the report to the wages boards, which have a permanent character and a written constitution, but in practice they do not, perhaps, differ essentially, except in so far as they may embody a rule for reference to arbitration, from the frequent meetings between representatives of employers and employed for the same purpose, which are held in some trades not in pursuance of formal rule, but as a matter of fact, and in accordance with an established custom. Of this kind are the frequent conferences between the central committees of the coal owners' and miners' organizations in Durham and Northumberland to settle general or 'county' questions. There is, however, an advantage in a permanent organization about which authority grows, and which is always ready to deal with difficulties as they crop up, instead of being called into activity after feelings of dissension have arisen. On the whole, it appears that sliding scales and wages boards, considered as modes of dividing the receipts of industry between employer and employed have met with some success, checkered by failures in a few important trades in which both sides are strongly organized, and the conditions of the industry itself are favorable. It is obvious that this success has not as yet extended to any considerable portion of the whole field of industry, and it is not yet proved by experience that these modes of action can exist without strong organization on the side of the employed, or that such strong organization can permanently exist, except in a class of trades possessing certain natural advantages."

On the other hand, the commission says as to arbitration by outside persons.:[2]

"Questions in many trades and concerning various issues have been from time to time referred to arbitration. In large questions, such as general wage rates, demarcation disputes between trades, hours of labor, or the restriction of apprentices, resort has frequently been made to the decision of eminent persons in the legal, political, or industrial spheres. Where trades are large and strongly organized, the plan of referring such general questions to single individuals has proved, in some cases, to be attended by considerable difficulties. In the first place there is a difficulty in finding suitable arbitrators. Either the arbitrator is quite unconnected with industrial work, and then the process of informing his mind upon the matter is too long and costly, or he is in some way connected with the industrial world, and then one party or the other is apt to suspect him of bias and partiality. A still more fundamental difficulty is this: In general questions, such as those which affect wages or hours, in which interest of considerable magnitude and far-reaching consequences are involved, either the employers or the employed, or both, are frequently indisposed to intrust the decision to any single person. Instances have been brought to our notice in which such awards, when given, have caused the greatest dissatisfaction, although they have for a period been accepted and largely observed. In a few instances the awards of single arbitrators have even been repudiated.

"It may, perhaps, be fairly collected from the evidence that, in cases where very strong organization enables the workmen fully to hold their own, and even gives them advantages in bargaining, they are the more apt to be averse to arbitration by individuals regarding these general questions, while employers are more disposed to resort to it. Certainly the desire for arbitration on general questions, and especially for some form of State arbitration, seems usually to be stronger among workmen of poorly organized trades. But, on the whole, it seems to be a common feeling that these general questions are too important to be referred to what is sometimes known as 'one-man arbitration.' It seems at present that the objection felt by strong trades to submitting large questions concerning wage rates or hours to arbitration resembles that which would prevent Parliament from referring to the decision of an eminent judge some question upon which the two Houses failed to agree. Such questions are in fact not suited for judicial decision. They are questions of practical politics, in which the relative strength of the opposite parties is an element that can hardly be left out of account. The result of these difficulties has been that, in some of the great strongly organized trades at any rate, resort to 'one-man arbitration' is not so

[1] Final Report of Royal Labor Commission, sec. 115. [2] Ibid., secs. 136, 137.

requent now as it once was. If in the case of various industries a desire for arbitration is expressed, it would more often seem to be in the direction of some kind f State tribunal than in that of reference of questions to individual arbitrators."

2. Opinion of labor members of Royal Labor Commission as to trade arbitration.—If the minority report presented by the special representatives of labor upon the British Royal Labor Commission may be considered as indicative of the views of laboring men in Great Britain generally concerning arbitration by outside persons, public or private, there is very little enthusiasm in favor of the system, while conciliation methods meet much more approval. Messrs. William Abraham, Michael Austin, James Mawdsley, and Tom Mann declare their approval of the system of deciding questions as to the interpretation of existing agreements between employers and employees by means of joint boards, but they hold that the fixing of the terms of new agreements is not a proper subject for arbitration, owing to the absence of any settled principles upon which the decision shall be based. The opinion of these gentlemen in full is as follows:[1]

"Trade disputes fall into two distinct classes. On the one hand we have questions as to the proper interpretation of an existing agreement or its application to a particular piece of work. This class of question is in our view well adapted for settlement by joint boards, whether of conciliation or arbitration, similar to those in the boot and shoe making industry. We should welcome the establishment of similar boards in every industry, to be fully recognized by the board of trade, but in no way controlled by it. It is indispensable that they should be composed of equal numbers of employers and employed, and that the latter should be elected by the trade union concerned. As the main purpose of these boards would be conciliation, we see no advantage in giving them any legal functions or compulsory powers. Their decision can only be effective in so far as it brings to bear the common public opinion of either side. One great advantage to be expected from them is, indeed, the breaking down of that repugnance, still unhappily felt by some employers, to expressly recognize the officers of the trade unions and to frankly confer with them on equal terms. Such joint boards might do much to maintain a uniform standard wage in each trade throughout the district and thus serve to prevent that nibbling at wages and cutting of prices by a few unscrupulous employers, which is at present a fruitful source of disputes. They could also render most valuable service in trades in which piecework prevails by the formulation of detail piecework lists and their application to new jobs.

"For the other class of questions—the terms upon which a new agreement should be entered into—which includes all proposals for general advances or reductions of wages, increase or decrease of hours, etc.—arbitration appears to us to be of little real use and to be of equivocal advantage to the workman. The points at issue are not such as admit of decision upon any principles which both sides accept.

"In the recent colossal dispute in the coal trade, for instance, the employers demanded a reduction of rates on the ground that prices and profits had fallen. The men refused to submit to any reduction because, as they alleged, even the former rates did not amount to a "living wage," that minimum necessary for efficient citizenship below which it is to the public interest that no person should sink. Before an arbitrator could have dealt with this case, the prior question must first have been settled of whether wages ought to follow prices, or prices wages, a point of social or industrial policy on which there is no agreement.

"The result of this absence of settled principle has been that, where cases of this description have been referred to arbitration, the issue has usually turned upon a comparison of the period in question with some "normal year," and the decision has been given upon consideration of whether the employers were making profits higher or lower than those of that year. But this, it will be obvious, comes in effect to stereotyping the average position of the workman at that which he enjoyed in the year 1870, 1880, or any other year selected as the normal period. Believing, as we do, that the whole energy of the community should be turned to increasing the share which has hitherto fallen to the wage-earner, we are opposed to any system which tends to accept the past or present standard as a basis for the future. If arbitration is resorted to at all, with regard to this class of questions, we think that it should only take place on a reference which (omitting all mention of fluctuations of prices or profits, or of any normal year) is explicitly based upon an inquiry whether the existing conditions are or are not consistent with efficient citizenship."

3. Opinion of Mr. and Mrs. Webb.—It may not be inappropriate to summarize a criticism upon the organization and working of these joint boards as most com-

[1] Final Report Royal Commission on Labor, p. 145.

monly constituted made by Mr. and Mrs. Webb, who have probably made a more thorough study of trade unionism and of arbitration than any other persons in Great Britain.[1] They are certainly especially familiar with the point of view of unionists concerning these methods.

Conciliation.—Mr. and Mrs. Webb are disposed to doubt whether the ordinary form of joint boards of conciliation is the most satisfactory arrangement for adjusting labor difficulties. They lay great stress upon what they consider the vital distinction which is to be drawn between the function of making a new bargain as to labor conditions and that of interpreting the terms of an existing bargain, and hold that this distinction is often too little regarded.

In the case of the interpretation of an existing bargain they believe that in general decision by experts representing each side is better than resort to arbitration by an outside person unfamiliar with the conditions, or to a general board consisting of prominent employers and employees. Once a general agreement has been reached in a trade as to the broad conditions of labor, the general rate of wages, etc., a multitude of questions arise as to the application of the agreement to particular cases. Especially where methods of production are elaborate the formation of a piecework scale for individual factories, in order to carry out correctly the general agreement as to the rate of wages, involves high technical knowledge. The issues are exclusively those of fact, in which both the desires and the tactical strength of the parties directly concerned must be entirely eliminated. For conciliation, compromise, and balancing of expediencies there is absolutely no room. On the other hand, it is indispensable that the ascertainment of facts should attain an almost scientific precision. Moreover, the settlement should be automatic, rapid, and inexpensive. For this class of questions no person unfamiliar with the trade is fitted to render a decision, and, on the other hand, to require the time of a large body of busy employers and workmen to discuss these minor matters is wasteful, while that system is also likely to lead to unnecessary friction.

The settlement of the terms of a new general agreement, continue these writers, involves an entirely different set of considerations. Questions as to the general level of wages, as to hours of labor, overtime, etc., are not issues of fact, and can not be decided on the basis of principles laid down in advance. There is the fullest possible play for the arts of diplomacy. Each party is anxious to get the best conditions for itself. The question is not to ascertain what are the facts nor even what would be a just decision, according to some ethical standard or view of social expediency, but to find a common basis upon which each side can bring itself to agree rather than to go to open war.

For the decision of this latter class of cases, in the opinion of Mr. and Mrs. Webb, trained experts acting according to fixed principles, have no place. Moreover, arbitration by an outside party is apt to be unsatisfactory to both sides. Negotiations between a joint committee of the employers and the employees is the one effective peaceful method of settling these questions. For this purpose it is not always essential to have a permanently constituted joint board, holding sessions at regular intervals, although these may be desirable in certain trades. In many trades these general questions come up only at rare intervals, and then can best be settled by informal conferences between the employers as a body or their selected representatives and the representatives of the employees.

These views are supported by reference to the experiences of various trades with conciliation and arbitration. The system in the Lancashire cotton-spinning industry is especially held up to approval, as compared with that in the boot and shoe trade and in coal mining. (See opinions as to these systems, post, pp. 492,504,506.)

The conclusions reached by Mr. and Mrs. Webb are thus summarized:

"Taking the trade-union world as a whole, the machinery for collective bargaining must be regarded as extremely imperfect. We do not here discuss whether collective bargaining is or is not economically advantageous to the workmen or to the community. We may, however, assume that it is desirable, if it exists, that it should be carried on without friction. * * * This demands machinery which over the greater part of the trade-union world has not yet been developed. Throughout the great engineering and building trades, and indeed in nearly all the time-work trades, collective bargaining, though practically universal, is carried on in a haphazard way with the most rudimentary machinery, and usually by amateurs in the craft of negotiation. The piecework trades have, in the main, been forced to recognize the importance of commanding the services of salaried professionals to deal with their complicated lists of prices. Only among the cotton

[1] Webb, Industrial Democracy, Part I, chs. ii and iii.

spinners and cotton weavers, however, do we yet find any arrangement for insuring, by a technical examination, for continuity of expert services. Finally, we see the whole machinery for collective bargaining seriously hampered, except in 2 or 3 trades, by the failure to make the vital distinction between interpreting an existing wage contract and negotiating the terms upon which a new general agreement should be entered into. We must, in fact, conclude that among the great unions only the cotton spinners, cotton weavers, and the boiler makers, and, to a lesser extent, north of England and Midland ironworkers and the Northumberland and Durham miners, can be said to be adequately equipped with efficient machinery for collective bargaining."[1]

Arbitration.—The distinction between the interpretation of existing agreements and the establishment of new agreements furnishes also the basis for the criticisms of Mr. and Mrs. Webb upon the practice of arbitration as distinguished from conciliation. They declare that although the general public seems to consider arbitration—that is, reference of disputes which can not be otherwise settled to some disinterested party—a panacea for all labor difficulties, the great mass of employers and employees alike are little disposed to resort to this system.

As to questions of interpretation, they say, there is usually required an expert knowledge not within the reach of any person not directly connected with the trade, nor need there be so much difficulty in reaching an agreement between the representatives of the two sides that reference to an outside person is necessitated. As a matter of fact, the great strikes and lockouts which paralyze whole industries almost always arise, not on issues of interpretation, but on proposals concerning the terms upon which for the future labor shall be engaged. As to such a fundamental matter, for example, as the rate of wages, employers are not willing to allow any outside authority to intervene. The establishment of wages by an arbitrator seems to them as indefensible an interference with industrial freedom as the fixing of wages by law, and even less satisfactory, because it does not apply uniformly to all employers in the trade. Employees, on the other hand, are unwilling to resort to arbitration because they are uncertain as to what will be the fundamental assumptions upon which the arbitrator will base his award.

As a matter of fact, continue Mr. and Mrs. Webb, the difficulty regarding arbitration arises from the failure of the parties to the dispute to agree with regard to the fundamental assumptions upon which it should be settled. Employers are apt to hold that wages should rise or fall with prices; that a certain reasonable profit should be the first consideration, not only for the benefit of their own pocketbooks, but for the permanence and prosperity of national industry. Employees, on the other hand, are more and more taking the view that all other interests ought to be subordinated to the demand for the "living wage." "The arbitrator's award, if it is not a mere 'splitting the difference,' must be influenced by one or the other of these assumptions, either as a result of the argument before him or as the outcome of his education or sympathies. However judicial he may be in ascertaining the facts of the case, the relative importance which he will give to the rival assumptions of the parties can scarcely fail to be affected by the subtle influences of his class and training. The persons chosen as arbitrators have almost invariably been representative of the brain-working class—great employers, statesmen, or lawyers—men bringing to the task the highest qualities of training, impartiality, and judgment, but unconsciously imbued rather with the assumptions of the class in which they live than with those of the workmen."

These writers hold that in those industries in which joint boards of conciliation, with provision for reference of disputed questions to outside arbitrators, have worked successfully, notably in the manufactured iron trade, there has been more nearly an agreement between employers and employees as to the fundamental assumptions upon which conditions of labor should be based than is found in most other trades. Thus it has been in some cases the assumption of both that wages should rise and fall in some proportion to prices, and by the adoption of the system of sliding scales or by a periodical adjustment of wages along the lines of that assumption, the parties have been able to agree among themselves or to abide by the decision of arbitrators as to what was necessary to carry out that general principle.

While thus doubting the advantage of arbitration as ultimately fixing the conditions of labor, Mr. and Mrs. Webb consider the intervention of a third party as extremely useful in many cases to bring about interrupted negotiations between the employers and the employees. The first requisite for efficient collective bargaining is that the parties meet face to face and discuss in an amicable manner. But this

[1] Webb, pp. 204–206.

initial step is often one of difficulty. Employers, especially, consider it in many cases beneath their dignity, or a derogation from their rights, to treat with representatives of their men at all on equal terms. They are unwilling, for example, to declare their profits and losses or even prices—facts upon which they base their decisions as to the demands of their employees. Workmen, on the other hand, are often prejudiced and unreasonable. In order to bring about negotiations recourse to an impartial umpire may be of great assistance. The employer's dignity is not offended by appearing before some eminent statesman or jurist. Material facts can be brought out by the arbitrator. Moreover, if he has tact and experience he can help the disputants to forget the irritating features of their difficulties and to impress upon each that which is strong in the position of the other. The real business of the arbitrator is not to supersede collective bargaining, but to promote it. Thus Lord Rosebery settled the recent miners' strike, not by himself determining the conditions of labor, but by inducing the parties to agree between themselves. The same has been true for the most part with regard to other important instances of the action of arbitrators.

4. Opinion of Mr. J. S. Jeans as to attitude of employers and employees.—We have already referred, in connection with the various methods of peaceable adjustment of the conditions of labor, to the attitude of representatives of employers and employees as to these methods. The following more general opinion as to the attitude of both classes toward these different methods as a whole is quoted from Mr. J. S. Jeans, who has himself had experience in connection with conciliation and arbitration:

The attitude of workmen.[1]—"Generally the proposals for the substitution of some peaceable method of settling labor disputes have emanated from the side of the employers, but this does not necessarily mean that they have always been the best friends of the principle of conciliation. Cases have occurred where the employers have again and again refused to recognize any other solution of the problem to be dealt with than their own will. But if the employers had invariably advocated and stood by the system of conciliation that would only have been what might be expected from their circumstances. Generally speaking, the employers have a better education and a higher intelligence than their employees, so that they are or should be capable of acting rather upon reason than upon impulse, and of appreciating the ultimate as well as the immediate bearing of any action that they might undertake. They have also, as a rule, a great deal more at stake. The workman, if he is involved in a strike or a lockout, can pack up his 'kit' and seek for work elsewhere. The employer, having once planted himself on a particular spot, has generally come to stay, and he must accept all the direct and indirect consequences of any action in which he is concerned.

"Nevertheless, all the evidence that is available as to the attitude assumed by workingmen toward the systems of conciliation and arbitration shows that they are generally alive to its importance, and that they have seldom taken up an antagonistic position toward them. Many cases have even occurred where the workmen have proposed conciliation, and it has been declined by the employers. Several such cases are on the records of the Royal Labor Commission, notably among the cutlers of Sheffield and the miners of Scotland. As a rule, also, the workmen, having once accepted arbitration through their chosen representatives, have faithfully carried out the award of the umpire, however hostile, while cases have occurred where a large body of workmen have raised the funds necessary to recoup an employer for any loss that he may have incurred through the resistance of his men to such an award.

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"In some quarters a great deal has been made of the fact that the workmen have sometimes refused to accept an award, and it has been argued thereupon that their loyalty was not to be depended on. No better witness could be cited on this point than Sir Rupert Kettle, who, in addressing the Social Science Congress in 1870, made the following remarks: 'He knew of arbitration boards established in a great variety of trades—the building trade, the textile-fabric trade, manufacturing trades of various kinds, contract trades, and the various kinds of productive industries, as well as distributing industries—and he had never known a single instance of a workingman breaking his contract. But he was bound to say that he had known of individual masters who had broken the contract. In those cases, however, the public opinion of the district had always been brought to bear for the purpose of supporting the arbitration board. He would tell them further what temptation some of the men were sometimes subjected to to break

[1] J. S. Jeans, Conciliation and Arbitration, pp. 109–122.

eir contract. He had known instances in the building trade, which consisted 3 or 4 branches, where carpenters, bricklayers, and plasterers consented to ide by the court of arbitration, while the masons positively refused to submit. he result of the award was unsatisfactory to the 3 trades, but nevertheless, ough they did not get an advance, they honorably accepted the decision. A eek afterwards the masons struck for an advance, and it was given by the mas- ers; and yet the 3 bodies of men—the carpenters, the bricklayers, and the plas- erers—went on working, and were willing to go on working throughout the hole year, upon the judgment of the court of arbitration, although they were ngaged upon the same building as the masons who had got the advance.'

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"It is, of course, difficult to assemble a considerable number of representatives f two conflicting interests to discuss matters that involve large issues to both ithout some degree of friction occurring or being liable to occur. But the first hing that both sides should resolutely strive for is patience, and the next thing s to studiously avoid anything in the form of discourtesy. If the one side ruffles he feelings or excites the temper of the other, there is generated a disposition to etaliate, which is more or less inherent in our frail human nature, and this dis- osition, it need hardly be added, is quite inconsistent with that calm and judicial rame of mind which alone is suited to the trial of such issues."

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"It is, however, proper to observe that there have been numerous cases where the workmen have recorded emphatic objections to both arbitration and sliding scales."

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"In nearly every instance where a sliding scale has been introduced in the mining industry and abandoned, it has been given up at the instance of the workman. In West Yorkshire a sliding scale was in force for 2 years preceding 1881, but it was terminated in March of that year owing to the men being dissatisfied with it. In the Durham coal trade there have been 4 different scales under which wages were fixed according to the ascertained average selling price of coal. Only one of these, however, lasted for more than 2½ years."

The attitude of employers.—"The whole history of the movement that has resulted in the adoption over a wide area of conciliation and arbitration as means for the settlement of industrial disputes proves that the more liberal and advanced employers have usually recognized the principle as a rational and suitable one to be applied to difficulties of the kind stated."

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"The most valuable and complete record of the views and recommendations of employers on this subject that has hitherto been made available is that contained in the Answers to the Schedules of Questions issued by the Royal Commission on Labor. Arbitration or conciliation is advocated by 38 employers and by 8 employers' associations. Some of these answers recommend that boards of arbitration should have power to enforce their awards. Others recommend that when employers and workmen can not agree over a dispute, either regarding wages or other matters, there ought to be independent arbiters appointed by the Government, each having a separate district, who would be appealed to in such cases. Others, again, appear to be in favor of profit sharing and cooperation, while a few are of opinion that sliding scales are the true solution of the difficulty."

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"It was the employers who introduced conciliation into nearly every industry in which it is now a feature, and in not a few cases the employers have been anxious to use the system when the workmen have been passive or avowedly hostile."

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"But while there have been numerous cases of this kind, large bodies of workmen have, on the other hand, ranged themselves on the side of conciliation, and have * * * been faithful to its mandates, while the cases are by no means rare where individual employers have pronounced against both conciliation and arbitration, and there is a still larger number of cases where they have declared in favor of the former and against the latter."

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IX. CONCILIATION, ARBITRATION, AND SLIDING SCALES IN THE MINING INDUSTRY.[1]

1. **Generally.**—The British mining industry, like that of the United States, has been subject to very great depressions and vicissitudes. Wages have, of necessity, at times been greatly reduced. Strikes not infrequently have resulted from these conditions. Nevertheless, a great deal has been done in the mining industry of Great Britain in the direction of peaceful settlement of disputes. The employees in the mines are very thoroughly organized. No less than 424,783 members of labor organizations in the mining and quarrying industry were reported in 1899.[2] The number of persons employed in mining in 1891 was somewhat over 600,000. It thus appears that labor organizations in this industry are more extensive, as they are also probably more effectively organized than they have been, at least until very recently, in the United States. Over against the organizations of miners, moreover, stand strong organizations of employers, each covering a large district. Under these circumstances joint boards of conciliation and arbitration and other peaceful methods of settling disputes are greatly facilitated. During the most recent years especially these methods have been extended and made more effective.

Some of the joint boards of employers and employees which are found in the mining trades of Great Britain have to do only with the settlement of minor disputes growing out of the interpretation of existing agreements or otherwise arising between individual employers and their men. Boards of this sort have had a longer and more successful experience than those boards having power to determine the general conditions of labor. These more general boards, however, have existed from time to time, although their career has been interrupted. In the past two or three years they have been especially flourishing, and by their decisions the general conditions of labor of a very large proportion of the miners of Great Britain are now determined.

The most important of these boards having power to determine the general condition of labor are found in the Northumberland coal district, the Durham coal district, the great region known as the federated districts, and the South Wales district. The general boards in Northumberland and Durham exist side by side with other boards having to do with minor difficulties, but without authority to determine the general rate of wages.

The sliding-scale system, by which wages fluctuate in some relation to prices, has been employed more generally in the mining industry of Great Britain than in any other. The history of the various sliding scales has not been altogether one of success. In nearly all districts sliding scales have existed at one time or another, but their operation has been from time to time interrupted by discontent, usually on the part of the employees, and most of the scales have lasted for only a few months or a few years.

In the county of Durham there have been four sliding scales and, although the system was not in use in 1894, the secretary of the miners' union then declared his belief that it was the best means of adjusting the relations of employers and employees. In the county of Northumberland there have been three different scales. The last scale was terminated by the employers on account of the great fall in the prices of coal. They desire to reestablish the system, but the miners are shy.

There have been various sliding scales in the less important districts in England and Scotland, and one in the Cumberland iron mines is still in force. The most successful experience with the sliding scale has been, however, in the coal mines of South Wales, where a system, now fixing the wages of about 100,000 persons, has been in force, with some few interruptions, since 1875.

The extent of the sliding-scale system in the mining and quarrying trade may be judged by the fact that in 1898 126,083 persons had their wages changed as the result of the operation of these scales, out of a total of 673,905 persons in these trades who had their wages changed by all methods combined. The proportion in 1899 was approximately the same.[3]

Aside from these permanent methods of furthering peaceful relations between employers and employees, several great disputes between the coal miners and

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[1] Royal Commission on Labor, final report, Part II, summary; Bulletin United States Department of Labor, May, 1900, "Voluntary Conciliation and Arbitration in Great Britain;" Report of Chief Labor Correspondent on Strikes and Lockouts, 1899, page li; Report of Labor Department on Changes of Wages and Hours of Labor, 1899, page lxix; Jeans, Conciliation and Arbitration, chapters viii-xii.

[2] Labor Gazette, 1901, p. 6.

[3] Report on Changes of Wages and Hours of Labor, 1899, p. lxix.

heir employers have been amicably adjusted, though only after prolonged cessaion of employment, by the intervention of prominent individuals. Thus in 1893, vhen nearly 300,000 persons were thrown out of employment by the great strike in he mining industry, Lord Rosebery, at the instance of Mr. Gladstone, intervened nd succeeded in bringing about a settlement. In the great miners' strike of 1898, lso, there was intervention on the part of the Ministry, which hastened the ettlement.

The extent to which peaceful methods of settling points of difference have been arried in the mining and quarrying trades may be understood from the fact hat in 1898 646,238 persons in these trades had their wages changed as the result f various forms of peaceful negotiations, or by the operation of sliding scales, vhile only 27,667 changes in wages resulted in strikes. In 1899 the number of ersons in these industries whose wages were changed as the result of strikes was nly 826, 99.9 per cent of all persons whose wages were changed having secured hose changes through peaceful methods.[1]

It should, of course, be borne in mind in interpreting these figures that previous ttempts to establish permanently peaceful relations between employers and emloyees in the mining trades by means of joint boards and otherwise have succeeded only for a limited period of time. So long as conditions are generally prosperous, as they have been during the past two or three years, there is less difficulty in adjusting wages and conditions of labor, but in times of depression the decisions of joint boards and of independent arbitrators as to such general questions are not always accepted. Nevertheless, it seems probable that the system of joint boards for determining general questions, as well as local and minor questions, has now obtained a more secure foothold in the British mining industry than ever before. A description of the leading methods of conciliation and arbitration in the coal and iron mines will therefore be profitable.[2]

2. Northumberland coal trade.—In the Northumberland coal-mining district there are at present two joint committees of employers and employees, one of which has to do with the settlement of local and minor questions, and the other with the determination of the county rate of wages. The committee having to do with local questions has had a long and successful history, but the other committee was more recently established and has not had a record of continuous success.

The joint committee for the settlement of local questions was established in 1872. At present it consists of six representatives of the Northumberland Miners' Association, and six representatives of the Steam Collieries Defence Association. A chairman is chosen annually by the two associations, and he has a casting vote. Cases may be referred to arbitration; each side appoints one or more arbitrators and these agree upon an umpire, or in case they fail to do so the chairman of the joint committee appoints him. The committee has power to discuss all questions except those of a general nature affecting the whole trade, but its jurisdiction applies only by the consent of the parties concerned. No change in rates for mining will be considered in any particular colliery unless the rate existing is at least 5 per cent above or below the county average.

The system has worked very successfully. Since 1872 work has stopped in no colliery for a single day because of the refusal to accept the decisions of the committee. There has indeed been an increasing tendency to settle disputes locally without resort to the joint board, although both employees and employers have expressed at different times great satisfaction with the working of the board for the settlement of local questions.

There was also established in 1891 a joint committee for the Northumberland district, composed of fifteen representatives on each side with an independent chairman, and having power to fix general scales of wages. This board continued in existence for 2 years, but wages continued to fall, four or five decisions of the board being against the employees, so that finally the board was abandoned. It was revived, however, in practically the same form as before, in 1898, and is still in operation.

3. The Durham coal district.—There are, in the Durham coal district, four separate boards of conciliation for the settlement of local matters, and one large board for the determination of the county rate of wages and of the general conditions of

[1] Report on Changes of Wages and Hours of Labor, 1899, p. lxx.

[2] The British Royal Commission on Labor said in 1894: "Some system of conciliation, either by means of joint boards or informal conferences and negotiations, exists in the greater number of districts engaged in the mining industry. * * * The method of joint committees, which are in some cases supplemented by general conferences between associated employers and employed, has proved very successful, especially where care is taken to prevent any accumulation of work, and to provide, in the case of minor disputes, either for local settlement or for reference to local arbitration." Considerable opposition is, however, says the commission, expressed both by representatives of the mine owners and of the employees to the system of ultimate decision. (Final Report, Part II, p. 82.)

labor. As in Northumberland, the boards for settling local matters have been in existence and have worked most successfully. These four boards represent different classes of employees, which have separate organizations—the miners proper, the coke men, the engine men, and the mechanics, respectively. A similar organization of employers appoints the representatives of the mine owners on each board. The system has been in operation since 1872. These boards have power to deal with all questions referred to them except general or county questions, or those involving the dismissal of workmen. Questions concerning wages may be taken up only if the rates paid at any particular colliery are above or below the county average. The boards each consist of an equal number of employers and employees chosen by their respective associations. The chairman of each board is the judge of the county court, and he has a casting vote. Provision also exists for the appointment of arbitrators, especially as regards local questions. Each side appoints an arbitrator, and if these can not agree they select an umpire; in case of failure to agree upon one, he is selected by the county court judge.

It was reported by witnesses before the Royal Commission on Labor that the system worked with some difficulty, because of the divergent interests of the numerous employers concerned, and because the unions of employees are not sufficiently strong. It has usually been the case that disputes could be settled by joint boards without resort to arbitration, but a considerable number of cases have been referred to local arbitrators. Thus in 1890, out of 1,016 cases brought before the joint committee, 125 were referred to local arbitration.[1]

The general board for the determination of the rate of wages and the general conditions of labor in the Durham district is of more recent origin than the local boards, and has been interrupted in its operation from time to time by discontent on the part of the employees. The board was reestablished in 1898 and is still in active operation. It consists of 36 members, 18 appointed by the Coal Owners' Association, 9 appointed by the organization of the miners proper, 3 by the organization of coke men, 3 by the engine men, and 3 by the mechanics. There are thus an equal number of employers and employees on the board. The members of the boards are to choose annually an independent umpire with power to cast a decisive vote. The objects of the board are stated to be:

"By conciliatory means to prevent disputes and to put an end to any that may arise, and with this view to consider and decide upon all claims that either party may from time to time make for a change in the county rate of wages or county practices."[2]

The success of the boards having to do with minor and local matters in Durham and Northumberland is attributed by Mr. and Mrs. Webb[3] to the fact that "a clear distinction [is] maintained between the machinery for interpretation and that for concluding a new agreement. The earnings of the miners in both counties are determined ultimately by general principles applicable to the whole of each county, which are revised at occasional conferences of representative workmen and employers. * * * These meetings, held only at rare intervals, command the presence of the greatest coal owners in the county, and of the most influential miners' leaders especially elected for the purpose. The board deliberates in private and publishes only its decisions. Resort to the umpire, or, in Northumberland, to the casting vote of the chairman, is rare, the usual practice being for a frank interchange of views to go on until a basis of agreement can be found.

"On the other hand, all questions of interpretation or application are dealt with by another tribunal, which goes on undisturbed even when one or other party has temporarily withdrawn its representatives from the board of conciliation. In marked distinction from the conciliation board, the 'joint committee' in each county meets frequently and is engaged in incessant work."

Mr. and Mrs. Webb, however, consider that these permanent boards for the settlement of local questions, because demanding the time of so many busy men, are not wholly satisfactory.

4. South Wales joint committee and sliding scales.—In the year 1875 a Miners' Sliding Scale and Joint Committee was established in South Wales. It consists of an equal number of representatives of employers and employees. The representatives of coal owners are chosen by the South Wales Coal Owners' Association. This organization comprised, in 1890, 70 colliery companies, owning 207 collieries, which produced in that year more than 21,000,000 tons of coal and employed about 70,000 men. The number of men to whom the system applies is now considerably larger.

This joint board fixes the general conditions of labor chiefly by means of sliding scales, but also decides local and minor matters.

[1] Royal Commission, Final Report, Part II, secs. 65, 66.
[2] Report of the Chief Labor Correspondent on Strikes and Lockouts, 1899, p. 94.
[3] Industrial Democracy, I, pp. 192–194.

Questions coming before the committee are not submitted to vote, and no decision is made unless both sides agree. The representatives of the workmen have generally favored the appointment of umpires, but the employers are usually unwilling to do so. The decisions of the commitee are binding for a certain period of time.

There have been five separate agreements as to the system of sliding scales in South Wales, the dates of which are, respectively, 1875, 1882, 1888, 1890, and 1892. The present scale has been in operation for nearly 10 years. It is based upon the standard rate of wages actually paid in December, 1879, and upon the prices of coal at the seaports in that year. The scale does not actually fix wages. All wages are based on piece prices, and there are considerable differences in these prices in the different collieries, because of the variations in conditions. The system merely provides that for a given change in the price of coal there shall be a certain percentage added to or deducted from all rates of wages. The base price is 7s. 8d. per ton. For every change of 1½d. in the price per ton there shall be a change of 1½ per cent in the standard rate of wages. Changes are made at the end of each period of 2 months. The prices are determined with great care by joint auditors representing the employers and employees. No maximum or minimum is fixed for the fluctuation in wages on the basis of the sliding scale. Anthracite coal is not taken into account in determining prices.

At the time when the agreement of 1892 was adopted the prices were decidedly high, and it was provided that for the current month wages should be at the rate of 46½ per cent above the standard piece price of 1879. Almost immediately after the agreement, however, a great fall of prices set in and, by successive deductions every 2 months, the rate of wages fell by the end of the year to 22½ per cent above the rate of 1879. For several years after this prices still fell gradually, and wages finally, at the end of 1896, stood only 10 per cent above the rates of 1879. The advance in 1897 was very slight and the miners became much dissatisfied with the operation of the scale. They gave the required notice of 6 months for its termination, and in 1898 a strike of 5 months took place. At the end prices of coal having advanced, an agreement was reached to reestablish the scale of 1892. The scale can not be abrogated until 1903, and then only in case 6 months' notice of the desire to terminate it is given by either party. As the result of the increase in the price of coal, wages rose until at the end of 1899 they stood 30 per cent above the standard of 1879.[1]

A prominent writer said of this South Wales system in 1894:[2] "No sliding scale hitherto adopted in the coal-mining industry has been exposed to greater strains, or has stood the test so well, as that which continues to govern the rate of wages to be paid to miners in the collieries of Monmouthshire and the South Wales Coal Owners' Association. * * *

"It must not, however, be supposed that the scale has been an unqualified success, or that it has not had to undergo considerable modification from time to time. As a matter of fact, there have been five different scales introduced since the first one was adopted in May, 1875, and each new scale has represented concessions of one kind or another to meet the views or demands of either side." * * *

This writer says further that the strongest buttress of the sliding scale committee has been the body known as the Monmouthshire and South Wales Coal Owners Association. "This association, which included 67 of the most important coal owners and coal-owning companies in July 1890, and possessed at that time a very large balance in cash, which has been increased to £100,000 at least, is practically a society for mutual assurance and indemnity against loss from strikes. Each member subscribes beforehand—and this is important—in proportion to his output, and the function of the association is to regulate the action of members as to wages. In other words, and in order to escape a tedious description of the practice in given cases, if the men employed by a member ask for an increase of wages the member asks advice of the association. If the association tells him to yield, then yield he must, or be content to lose his share of the benefits of the association; if the association tells him to resist, then he may resist in the full knowledge that he will be indemnified against loss of profits upon an agreed scale so long as the funds of the association last, and that the members of the association are under a legal liability to increase, if necessary, their already large funds." When the sliding scale committee fixes the rate of wages from time to time, if masters of men are refractory, the association is able to enforce the judgment of the committee.

5. **Board of conciliation of the federated districts.**—The latest and most wide-reaching movement toward conciliation and arbitration in the mining industry grew out of the great contest between the operators and miners in 1893. The coal owners

[1] Report of the Labour Department on Standard Piece Rates of Wages, 1900, pp. 10-15.
[2] Jeans's Conciliation and Arbitration, ch. x.

in the great central districts in that year asked for a reduction of 25 per cent in wages in view of the falling prices. The men struck in June and no settlement was reached until November. Fully 300,000 persons were thrown out of employment. There were various negotiations and proposals concerning arbitration, but it was objected that the tendency of arbitrators was to "split the difference." In September the men refused, by a large vote, to arbitrate. Later on Mr. Gladstone urged a settlement of the dispute, and suggested a conference under the chairmanship of Lord Rosebery. The conference was accordingly held, and it was determined to establish a board of conciliation, with an outside chairman having a casting vote. The committee could not agree upon a chairman, and the appointment of one was referred to the speaker of the House of Commons, and the immediate dispute was settled. This board did not work very satisfactorily, and when, in 1896, the coal owners demanded a further reduction of wages it broke up. In 1898, however, the board was reestablished, and the employers and employees readily reached an agreement in naming an independent chairman.

"The board of conciliation for the coal trade of the federated districts" as now constituted consists of 14 members chosen by the federated coal owners and 14 chosen by the miners' federation.[1] The permanent chairman, who has a casting

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[1] The following are the rules of the new board:

1. That the title of the board shall be "The board of conciliation for the coal trade of the federated districts."

2. The board shall determine, from time to time, the rate of wages as from 1st January, 1899.

3. The board shall consist of an equal number of coal owners or coal owners' representatives elected by the federated coal owners, and miners or miners' representatives elected by the Miners' Federation of Great Britain—14 of each, with a chairman from outside, who shall have a casting vote.

4. The present members of the board are and shall be:

Chairman—The Right Honorable Lord James of Hereford.

* * * * * * * *

Whenever a vacancy has arisen, from any cause, on the board, except in the office of chairman, such vacancy shall be filled up within one month of its occurrence by the body which appointed the member whose seat has become vacant. Intimation of such appointment shall be at once sent to the secretaries. On the death, resignation, or removal of the first or any subsequent chairman the board shall endeavor to elect another chairman; and should they fail, will ask the speaker for the time being of the House of Commons to nominate one.

5. The meetings of the board shall be held in London or such other place as the board shall from time to time determine.

6. The constituents of the board—i. e., coal owners or coal owners' representatives, and miners or miners' representatives—are, for brevity, herein referred to as "the parties."

7. The parties shall each, respectively, elect a secretary to represent them in the transaction of the business of the board, and each party shall give written notice thereof to the secretary of the other party, and both such secretaries shall remain in office until they shall resign or be withdrawn by the parties electing them. The secretaries shall attend all meetings of the board, and are entitled to take part in discussion, but they shall have no power to move or second any resolution, or to vote on any question before the board.

8. They shall jointly convene all meetings of the board and take proper minutes of the board and the proceedings thereof, which shall be transcribed in duplicate books, and each such book shall be signed by the chairman, president, or vice-president, or other person, as the case may be, who shall preside at the meeting at which such minutes are read and confirmed. One of such minute books shall be kept by each of the secretaries. The secretaries shall also conduct the correspondence for the respective parties and conjointly for the board.

9. The secretaries shall, on the written application of either of the parties made by the chairman and secretary of either party for an alteration in the rate of wages, or an alteration of the rules, or for any of the objects mentioned in clause 4, call a meeting of the board within 21 days, at such time and place as may be agreed upon by the secretaries. The application for the meeting shall state clearly the object of the meeting.

10. The president, or in his absence the vice-president, shall preside at all the meetings at which the chairman is not present as herein provided. In the absence of both president and vice-president, a member of the board shall be elected by the majority to preside at the meeting. The president or vice-president, or other person presiding, shall vote as a representative, but shall not have any casting vote. When the chairman is present he shall preside and have a casting vote.

11. All questions shall, in the first instance, be submitted to and considered by the board, it being the desire and intention of the parties to settle any difficulties and differences which may arise by friendly conference if possible. If the parties on the board can not agree, then the meeting shall be adjourned for a period not exceeding 21 days, and the matter in dispute shall be further discussed by the constituents of the two parties, and the chairman shall be summoned by the secretaries to the adjourned meeting, when the matter shall be again discussed, and in default of an agreement by the parties on the board, the chairman shall give his casting vote on such matter at that meeting, which shall be final and binding.

12. All questions submitted to the board shall be stated in writing, and may be supported by such verbal, documentary, or other evidence and explanation as the parties may desire, subject to the approval of the board.

13. All votes shall be taken at meetings of the board by show of hands. When at any meeting of the board the parties entitled to vote are unequal in number, all shall have the right of fully entering into the discussion of any matter brought before them; but only an equal number of each shall vote, the withdrawal of the members of whichever body may be in excess to be by lot, unless otherwise arranged.

14. Each party shall pay and defray the expenses of its own representatives and secretary, but the costs and expenses of the chairman, stationery, books, printing, hire of rooms for meeting, shall be borne by the respective parties in equal shares.

THOS. RATCLIFFE ELLIS,
THOMAS ASHTON,
Joint Secretaries of the Board.

JANUARY, 1899.

s, is Lord James of Hereford. All questions must be submitted in the first ance to the board, it being the purpose to prevent strikes if possible. If the rd can not agree at the first meeting an adjournment is taken and the matter iscussed by the respective parties. At the second meeting, if the members of board fail to agree, the chairman shall give his casting vote, which shall be l and binding. The rules prohibit the practice of splitting the difference ween existing rates and those demanded. In connection with this provision ne fixing a minimum wage for 2 years, at not less than 30 per cent above the nage rates of 1888, a provision which makes the employees more content with board than they were as it formerly existed. The agreement further provides t wages shall not be more than 45 per cent above the rates of 1888. The first e established by the reorganized board made an advance of 5 per cent on the es formerly existing.

4. **Cleveland iron miners.**[1]—A board of conciliation has been in existence since 1873, resenting the North Yorkshire and Cleveland Miners' Association on the one nd and the Cleveland Mine Owners' Association on the other. It consists of 6 presentatives chosen by each association. In case of failure to agree on any int one arbitrator is chosen by each side and these select an umpire. The deci- n of the board is binding for 3 months.

This board is also said to have worked very successfully. It meets 5 or 6 times arly and settles on an average about 7 cases at each meeting. In 1890, 29 cases ere disposed of, an umpire being appointed in only 2 cases. Both sides prefer t the whole not to submit matters to arbitration by outside parties.

7. **Other mining districts.**—Joint committees of employers and employed have also een permanently established in South Yorkshire and East Worcestershire, and re, from time to time, temporarily established in West Yorkshire. These boards re also said to work successfully.[2]

In the month of August, 1883, a wages board was constituted in the South Staf- ordshire coal trade.[3] In 1888 the wages board, which had been broken up by the trike in 1884, was reconstituted on similar lines to those existing previously, but vithout a president. Its first act was to draw up an automatic scale, not based, s before, on the price of one class of coal at one particular colliery, but upon the verage selling price of all qualities of coal throughout the district. That price vas to be ascertained by submitting the books of 12 employers—6 selected by the epresentatives of their own body on the board, and 6 by those of the men—to the xamination of a firm of accountants approved by both parties. Alterations in he scale could take effect only after 3 months' notice. It was reported in 1894, hat, subject to a few minor modifications effected without friction by mutual greement, the scale adopted in 1888 still continued to operate, and it was said to be giving perfect satisfaction. Every alteration, however, hitherto made under it in the rate of wages, had resulted in a gain to the men. Apparently, later reductions proved too severe a strain for the system, for the sliding scale is no longer in force in the district.

X. IRON AND STEEL, ENGINEERING, AND SHIPBUILDING TRADES.

1. **Generally.**[4]—Most of the joint committees of employers and employees in the British iron and steel trades, unlike those in the coal trade, have authority to settle general questions, such as the general rate of wages, as well as minor disputes arising out of existing arrangements or those of a purely local character.

[1] Royal Commission, Final Report, Part II, sec. 71; Bulletin, Department of Labor, Vol. V, pp. 503–507.
[2] Royal Commission, Final Report, Part II, sec. 81.
[3] Jeans, Conciliation and Arbitration, ch. 12.
[4] The Royal Commission on Labor reported: "Some system of conciliation, either by means of informal conferences or negotiations between associated employers and employed, or between individual employers and associated employed, or by boards of arbitration and conciliation, joint committees and wages boards, has been established in by far the greater number of industries under consideration. The evidence given shows that this tends to the avoidance of disputes, and to the promotion of a general understanding between employers and employed." The commission describes about ten different boards of conciliation existing in these trades. All but one of these boards, it points out, makes provision for the final reference of disputed questions to independent arbitrators or umpires. The need has been felt for the existence of some final authority to which reference may be made in case of deadlock. The systems are almost universally reported to have worked satisfactorily. It is stated that the existence of these boards lessens the danger and reduces the number of strikes, because it insures great care on both sides with regard to the position taken up. The rules of most of the associations stipulate that all points of dispute shall be referred to arbitration before a strike takes place. It is stated also that the award of the arbitrators is accepted in practically all cases. There are some objections raised on the ground that arbitrators do not understand technical points, and that decisions are not always accepted, but the general opinion seems strongly in favor of the system. (Royal Commission, Final Report, Part II, pp. 125, 135.)

No one of the boards applies to as large a number of employees as some of the leading boards of the mining industry, but all of the joint boards in the iron and steel industry combined bring under their jurisdiction a very large number of employees, and have done much in recent years to prevent strikes and lockouts. It appears that in 1898, 200,918 persons in these trades had their rate of wages changed as a result of peaceful negotiations of one sort or another (not necessarily in every case through the intervention of permanent joint boards of conciliation and arbitration), while only 4,652 persons had their wages changed as a result of strikes. In 1899, 151,130 persons were affected by changes of wages brought about by peaceful negotiation, while only 5,491 were affected by changes resulting from strikes.[1]

It need scarcely be pointed out that, as a necessary condition of the widespread adoption of the methods of conciliation and arbitration, organizations, both of employers and employees in these trades, are numerous and strong. In 1899 there were 881,245 members of labor organizations in the metal, engineering, and shipbuilding trades of Great Britain.

Even where permanent joint boards of conciliation do not exist, we find that the conditions of labor in these industries are very generally determined by joint agreements of organizations of employers and employees covering often very considerable districts. A long list of such agreements is published in the annual reports of the British labor department on wages.

The sliding scale system has been employed with considerable success in certain branches of the metal trades of England. While in some instances the system has been discontinued, it has been in almost continuous operation for many years in several important districts, and in recent years the scope of the system has been considerably extended. Out of 19 different systems of sliding scales which are reported as in operation in Great Britain in 1899, 16 are found in these trades. The total number of persons in these trades whose wages were changed as the result of the operation of sliding scales in that year was 52,399.[2]

The system of sliding scales has proved most effective in determining the wages of pig-iron workers, where the work is relatively simple and the base price easily determined. A considerable number of scales, however, apply to other classes of iron and steel workers. The most important sliding scales in these trades are the following:[3]

Name.	Number of employees affected.
West Cumberland blast-furnace men	1,350
Barrow in Furness blast-furnace men	2,200
Barrow in Furness steel workers	2,300
Midlands iron and steel workers	20,000
North of England iron and steel workers	6,000
South Wales and Monmouthshire iron and steel workers	5,000
Consett & Jarrow steel-mill men	1,000
Eston steel workers	1,200
Cleveland blast-furnace men	5,500

The most important joint boards in these trades are described in detail below. Other trades mentioned as having joint committees are the wrought-nail trade, the brass trade at Birmingham, and the nut and bolt trade.[4] In addition to these, the new system of trades combinations promoted by Mr. E. J. Smith, which provide for joint boards, include several minor finished iron and metal trades. This system is more fully described above (p. 48).

2. North of England manufactured iron and steel trade.—The oldest and most important of the joint boards referred to is that for the manufactured iron and steel trade of the north of England, which dates from 1869. This board consists of 1 employer and 1 operative from each works joining the system. The operatives select their representative by ballot yearly. The board establishes a standing committee consisting of 5 representatives of each side, which has power to take up disputes in the first instance and to settle any question, except such as relates to a general rise or fall of wages, provided the question is submitted by the representatives of both sides from the works affected. Questions as to general wages

[1] Report of Labor Department on Changes of Wages and Hours, 1899, p. LXIX.
[2] Ibid.
[3] Report of Labor Department on Piecework Scales, 1899, pp. 21–34.
[4] Royal Commission, Part II, sec. 149.

must be considered by the board as a whole. A referee is to be chosen yearly by the vote of the majority of the board, and he may be invited to preside, with power to vote, in general board meetings; or, in case of failure of the board to agree as to any matter, a special arbitrator may be appointed. No strike is permitted without effort at conciliation or arbitration, and there are careful rules regulating the manner of presenting grievances, which tend to check unwarranted complaints.

This board is reported to have succeeded admirably in settling trade disputes. It had up to 1891 effected 60 wage settlements—7 by mutual arrangement, 20 by arbitration, and 33 by the operation of sliding scales. The average number of cases brought before the board annually during the 10 years preceding 1891 was 18. In only 4 cases, from 1883 to 1891, was the decision of the referee called for. The decisions have always been loyally carried out by both sides. In only two or three cases since the establishment of the board have there been stoppages of work. Friendly relations have been promoted by its existence. Sliding scales are used wherever conveniently applicable. The first scale[1] was adopted by this board in 1871, but it was operative for 3 months only. The next, which was introduced in 1874, and lasted 12 months, was that known as the "Derby" scale, on account of its details having been settled at a conference at Derby. Under this scale an arrangement was made with the South Staffordshire iron trade for basing a uniform wage on the average net selling prices in the two districts. The third scale came into force in May, 1880, and continued in operation until the end of January, 1882. It was known as the "Dale" scale, because the settlement of its basis had been placed in the hands of Mr. David Dale as arbitrator. It was revised for a short time in 1883, but notice was given by the operatives for its discontinuance after one settlement had taken place. The scale at present in force was adopted on July 1, 1889. Its basis was fixed at a meeting of the board held on April 15, 1889, on receipt of the report drawn up by the committee which had been specially appointed to consider the matter. It had an original binding force of 2 years.

It is true, as pointed out by the Royal Commission, that the number of establishments represented in the board is decreasing, and since the employees can have no representative unless their employer is represented, the number of employees affected is also decreasing. This is partly due to the relatively declining importance of the iron trade as compared with the steel trade and partly to the desire of employers to get the advantage of the board without bearing its expenses.[2]

The following comment upon the working of this board is by Mr. J. S. Jeans, who has himself been actively connected with the board as a representative of the employers:[3]

"No industry has supplied a more remarkable testimony to the merits and advantages of both arbitration and sliding scales than the finished-iron trade of the north of England, where a board has been in uninterrupted operation since 1869, and where wages have for the greater part of the intervening period been regularly varied according to the ascertainment of selling prices. All this has been accomplished without any serious dispute, and without any suspension of labor worth speaking of, in an industry where disputes were previously both frequent and disastrous.

"Since the board was established there have been 60 wage settlements—7 by mutual arrangement, 20 by arbitration, and 33 by sliding scales. The rates have varied between 13s. 3d. per ton, long weight, paid for puddling on 2nd April, 1873, when other work was paid for at 27½ per cent above the standard, and the 6s. 8d. per ton, short weight, paid for puddling on 31st October, 1885, when the wages for other work were 27½ per cent below the standard.

"In making settlements of wages, regard is had to the capability of the works to produce cheaply, the quality of the machinery, and the ability of the men employed. The quality of the machinery is an important element in determining the rate of wages an employer can afford to pay. According to this mode of judgment it may happen that two workmen of equal ability are earning different wages because one of them is so fortunate as to be employed at works possessing better machinery than those at which the other is working. The board, however, endeavors to secure uniformity of wages only in connection with uniformity of conditions."

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[1] Jeans, Conciliation and Arbitration, ch. xiii.
[2] Royal Commission, Final Report, Part II, sec. 149; Bulletin Department of Labor, pp. 497–502.
[3] Jeans, Conciliation and Arbitration, ch. xiii.

The following are the rules and by-laws of the board of conciliation and arbitration for the manufactured iron and steel trade of the north of England in full

RULES.

1. The title of the board shall be The Board of Conciliation and Arbitration for the Manufactured Iron and Steel Trade of the North of England.
2. The object of the board shall be to arbitrate on wages or any other matters affecting the respective interests of the employers or operatives, and by conciliatory means to interpose its influence to prevent disputes and put an end to any that may arise.
3. The board shall consist of one employer and one operative representative from each works joining the board. Where two or more works belong to the same proprietor, each works may claim to be represented at the board, but in all such cases where iron and steel are worked, it is recommended that one representative shall represent iron and one steel; such arrangements shall, however, be optional on the part of the firm and workmen jointly.
4. The employers shall be entitled to send one duly accredited representative from each works to each meeting of the board.
5. The operatives of each works shall elect a representative by ballot at a meeting held for the purpose on such day or days as the standing committee hereafter mentioned may fix, in the month of December in each year, the name of such representative and of the works he represents being given to the secretaries on or before the 1st of January next ensuing.
6. If any operative representative die or resign, or cease to be qualified by terminating his connection with the works he represents, a successor shall be chosen within 1 month, in the same manner as is provided in the case of annual elections.
7. The operative representatives so chosen shall continue in office for the calendar year immediately following their election, and shall be eligible for reelection.
7a. In case of the total stoppage of any works connected with the board, both employer and operative representatives shall, at the end of 1 month from the date of such stoppage, cease to be members of the board, and of any committee on which they may have been elected. Any vacancies so resulting from this or any other cause shall be filled up by the committee affected.
8. Each representative shall be deemed fully authorized to act for the works which has elected him, and a decision of a majority of the board, or in case of equality of votes, of its referee, shall be binding upon the employers and operatives of all works connected with the board.
9. The board shall meet for the transaction of business twice a year, in January and July, but by order of the standing committee the secretaries shall convene a meeting of the board at any time. The circular calling such meeting shall express in general terms the nature of the business for consideration.
10. At the meeting of the board to be held in January in each year it shall elect a referee, a president, and vice-president, two secretaries, two auditors, and two treasurers, who shall continue in office till the corresponding meeting of the following year, but shall be eligible for reelection. The president and vice-president shall be ex-officio members of all committees, but shall have no power to vote.
11. At the same meeting of the board a standing committee shall be appointed, as follows: The employers shall nominate 10 of their number, exclusive of the president (not more than 5 of whom shall be entitled to vote or take part in any discussion at any meeting of the committee), and the operatives 5 of their number, exclusive of the vice-president.
12. The standing committee shall meet for the transaction of business prior to the half-yearly meetings, and in addition as often as business requires. The time and place of meeting shall be arranged by the secretaries in default of any special direction.
13. The president shall preside over all meetings of the board and of the standing committee, except in cases that require the referee. In the absence of the president a temporary chairman, without a casting vote, shall be elected by the meeting.
14. All questions requiring investigation shall be submitted to the standing committee or to the board, as the case may be, in writing, and shall be supplemented by such verbal evidence or explanation as they may think needful.
15. All questions shall, in the first instance, be referred to the standing committee, who shall investigate and have power to settle all matters so referred to it, except a general rise or fall of wages or the selection of an arbitrator to be empowered to fix the same. Before any question be considered by the standing committee an agreement of submission shall be signed by the employer and operative delegate of the works affected and be given to the committee. In case of the standing committee failing to agree, the question in dispute shall be submitted to the referee, who shall be requested to decide the same, but in all such cases witnesses from all the works affected may be summoned to attend and give evidence in support of their case.
16. No subject shall be brought forward at any meeting of the standing committee or of the board unless notice thereof be given to the secretaries 7 clear days before the meeting at which it is to be introduced.
17. All votes shall be taken at the board and standing committee by show of hands, unless any member calls for a ballot. If at any meeting of the board the employer representative or the operative representative of any works be absent, the other representative of such works shall not, under the circumstances, be entitled to vote.
18. When the question is a general rise or fall of wages, a board meeting shall be held, at which the referee may be invited to preside, and in case no agreement be arrived at a single arbitrator shall be appointed, and his decision at or after a special arbitration held for the purpose shall be final and binding on all parties. The referee may by special vote of a majority of the board be appointed arbitrator.
19. Any expense incurred by the board shall be borne equally by the employers and operatives, and it shall be the duty of the standing committee to establish the most convenient arrangements for collecting what may be needed to meet such expenses. The banking account of the board shall be kept in the name of the treasurers, and all accounts shall be paid by check signed by them.
20. The sum of 10s. [$2.43] for each member of the board or standing committee shall be allowed for each meeting of the board or standing committee. This sum shall be divided equally between the employers and operatives, and shall be distributed by each side in proportion to the attendance of each member. In addition, each member shall be allowed traveling expenses at the rate of 3 half pence [3 cents] per mile, and when an operative member is engaged on the night shift following the day on which a meeting is held he shall be allowed payment for a second shift.
21. The operative representative shall be paid for time lost in attending to grievances at the works to which he belongs at the rate of 10s. ($2.43) for each shift actually and necessarily lost. Should he, however, lose more time than reasonably necessary in the opinion of the manager, the latter shall fill up the certificate only for such amount as he considers due before signing it. Whatever sum or sums

in this or any other way be paid to operative representatives in excess of what is paid to employer representatives, railway fares alone excepted, one-half of such excess shall concurrently be credited to the employers collectively. An account of attendances, and fees paid to each representative shall be kept, and the secretaries shall call the attention of the standing committee to any case where the cost of adjusting disputes at any works exceeds, in their opinion, a proper amount in proportion to the number of operatives employed.

22. Should it be proved to the satisfaction of the standing committee that any member of the board has used his influence in endeavoring to prevent the decisions of the board or standing committee from being carried out, he shall forthwith cease to be a representative, and shall be liable to forfeit any fees which might otherwise be due to him from the board.

23. If the employers and operatives at any works not connected with the board should desire to join the same, such desire shall be notified to the secretaries, and by them to the standing committee, who shall have power to admit them to membership on being satisfied that these rules have been or are about to be complied with.

24. No alteration or addition shall be made to these rules, except at the meeting of the board to be held in January in each year, and unless notice in writing of the proposed alteration be given to the secretaries at least 1 calendar month before such meeting. The notice convening the annual meeting shall state fully the nature of any alteration that may be proposed.

25. The standing committee shall have power to make from time to time such by-laws as they may consider necessary, provided the same are not inconsistent with or at variance with these rules.

BY-LAWS.

Rule 5. The secretaries shall, in the month of November in each year, issue a notice to each works connected with the board, requesting the election of representatives in the month of December, and shall supply the requisite forms.

Rule 11. The standing committee shall have power to fill up all vacancies that may arise during the half year.

Rule 14. An official form shall be supplied to each representative, on which complaints can be entered. Either secretary receiving a complaint shall be required to forward a copy of the same to the other secretary, and the complaint shall be considered as officially before the board from the date of such notice.

Rule 16. This rule to be interpreted to mean that no case in which the standing committee are called upon to deal finally with a complaint from any member of the board shall be taken up without 7 days' notice has been received; but this is not to apply to routine business, or to complaints, the investigation of which may be considered necessary by the committee.

Rule 19. The sum of 1d. (2 cents) per head per fortnight shall be deducted from the wages of each operative earning 2s. 6d. ($0.61) per day and upward. Each firm shall pay an amount corresponding to the total sum deducted from the workmen. The contributions shall be forwarded on official forms, to be supplied by the secretaries, to the bankers (the National Provincial Bank of England, Limited) within one week from the pay [day] when the money is deducted from the operatives.

Rule 20. If any member be compelled in the service of the board to attend meetings on two or more days consecutively, the sum of 3s. 6d. ($0.85) each shall be allowed per night. This is not to apply to any members living in the place where the meeting is held. Members attending meetings on any day except Mondays or Saturdays, and being that week employed on the night turn, to be paid for 2 days for each sitting.

The board earnestly invites the attention of all who belong to it, either as subscribers or as members, to the following instructions:

If any subscriber to the board desire to have its assistance in redressing any grievance, he must explain the matter to the operative representative of the works at which he is employed. Before doing so he must, however, have done his best to get his grievance righted by seeing his foreman or the manager himself.

The operative representative must question the complainant about the matter, and discourage complaints which do not appear to be well founded. Before taking action he must ascertain that the previous instruction has been complied with.

If there seem good grounds for complaint, the complainant and the operative representative must take a suitable opportunity of laying the matter before the foreman, or works' manager, or head of the concern (according to what may be the custom of the particular works). Except in case of emergency, these complaints shall be made only upon one day in each week, the said day and time being fixed by the manager of the works.

The complaint should be stated in a way that implies an expectation that it will be fairly and fully considered, and that what is right will be done. In most cases this will lead to a settlement without the matter having to go further.

If, however, an agreement can not be come to, a statement of the points in difference shall be drawn out, signed by the employer representative and the operative representative, and forwarded to the secretaries of the board, with a request that the standing committee will consider the matter. An official form on which complaints may be stated can be obtained from the secretaries.

It will be the duty of the standing committee to meet for this purpose as soon after the expiration of 7 days from receipt of the notice as can be arranged, but not later than the first Thursday in each month.

It is not, however, always possible to avoid some delay, and the complainant must not suppose that he will necessarily lose anything by having to wait, as any recommendation of the standing committee or any decision of the board may be made to date back to the time of the complaint being sent in.

Above all the board would impress upon its subscribers that there must be no strike or suspension of work. The main object of the board is to prevent anything of this sort, and if any strike or suspension of work take place, the board will refuse to inquire into the matter in dispute till work is resumed, and the fact of its having been interrupted will be taken into account in considering the question.

It is recommended that any changes in modes of working requiring alterations in the hours of labor, or a revision of the scale of payments, should be made matters of notice, and as far as possible, of arrangement beforehand, so as to avoid needless subsequent disputes as to what ought to be paid.

3. The West of Scotland manufactured steel trade.—The board of conciliation in this district was established in 1890, with almost precisely the same form of organization as that of the last-named board. On account, however, of the relatively imperfect organization of the employers and employees, and of the ill feeling growing out of earlier strikes, the board did not at first work well. In 1898, however, it was reported that there had been no strikes of importance for the past 5

years, and that there had been no repudiations of the decisions of the board. In September, 1896, a more general agreement was made in the manufactured iron trade of Scotland, and a board of conciliation, precisely similar to that of the West of Scotland steel trade, was established. Sir James Bell, formerly lord provost of Glasgow, was unanimously chosen arbitrator, but during the past 2 years his services have not been needed. (Royal Commission, Part II, sec. 149: Bulletin Department of Labor, Vol. V, pp. 509–515.)

4. Midland Iron and Steel Wages Board.—This board was established in 1876 and was reorganized and extended in 1886, so that it now includes the iron-making district of which Birmingham is the center. Forty-two firms were represented at the time of the report of the Royal Commission on Labor. There are 12 members of the joint board on each side.

In case the board is equally divided on any question, a casting vote is given the chairman, who, though independent and chosen by the other members of the board, must be personally connected with the iron trade.

This board has made very extensive use of the system of sliding scales. Not less than 20,000 persons coming under its jurisdiction have their wages fixed in this way. The method as regards iron puddlers provides that for every increase or decrease of £1 in the price of pig iron per ton there shall be an increase or decrease of 1s. 6d. in wages. The effect of this system in recent years has been to keep wages comparatively uniform until the marked rise in prices in 1899 and 1900. From 1892 to 1898 wages fluctuated only between 7s. 3d. per ton and 7s. 9d. per ton, while during the year 1900 wages reached 9s. per ton.[1]

This joint wages board in the Midland district is reported to have had very successful operation and practically to have prevented general strikes in that district since its establishment.

5. Joint boards and sliding scales in the pig-iron industry.—The manufacture of pig iron is peculiarly well adapted to the application of the sliding-scale system. We find accordingly that there are seven such scales in operation in the pig-iron industry, applying to many thousands of employees. In connection with several of these sliding scales permanent joint boards of employers and employees have been established for the fixing of scales and the interpretation of them. In some cases these boards also have power to settle other classes of disputes.

Perhaps the most important of these sliding scales of the pig-iron industry is that in the Cleveland district. The first sliding scale was adopted in 1879, and the one at present in force, which was adopted in 1897, is the eighth of these scales. There have been some interruptions of the operation of the system, one of which lasted for 18 months, but on the whole it has proved decidedly successful. It applies to about 5,500 workers, all of whom are employed by the Cleveland Iron Masters' Association, which consisted in 1894 of 17 firms owning 108 blast furnaces.

The present scale in the Cleveland blast furnaces is based on a selling price of 34s. per ton for pig iron. For every change of 2.40d. in the price of pig iron, a change of one-fourth of 1 per cent is made in the rate of wages. That is to say, for every fluctuation of 1s. in the price of pig iron there is a change of 1¼ per cent in the various piece rates by which wages are determined. The standard on which wages are based is the rate for 1879. Since 1891 wages have varied from one-fourth of 1 per cent above the standard of 1879 to 28.75 per cent above that standard. Most of the time between 1891 and 1898 the wages were only slightly above the standard, the highest figure being reached in 1899 when there was a marked increase in the price of pig iron.[2]

Great pains are taken to secure fairness and accuracy of the adjustment of wages under this arrangement. The average selling prices of a number of selected firms are taken, and either party may request the omission of one or more of these firms or the inclusion of others for the sake of securing more satisfactory comparison. In case of a difference of opinion as to such a request, it is referred to a committee consisting of not more than 6 on either side, who, if they can not agree, refer the matter to an umpire. The prices are ascertained confidentially by two properly accredited accountants, one chosen by the employers and the other by the employees. The ascertainment of prices and the changes of rates takes place once in 3 months.

The sliding-scale system in the midlands iron and steel trade, which is especially important in its application to puddlers, has already been described. Other sliding-scale systems for determining the wages of pig-iron workers are found in the

[1] Report of Labor Department on Piecework Scales, 1899, pp. 27, 28.
[2] Report on Piecework Scales, 1899, p. 21.

West Cumberland district, in Barrow-in-Furness, and in the South Wales and Monmouthshire district.

Regarding the complexity of the sliding-scale system, even as applied to the relatively simple pig-iron industry, Mr. Jeans, in his book on Conciliation and Arbitration, makes the following statement:

"The conditions of blast-furnace labor may be cited as illustrating the difficulties of framing a sliding scale for the regulation of wages over a large area of operations. On the first blush it might appear as if nothing could be more simple than to fix a scale rate for the remuneration of the labor of men employed about a blast furnace. The labor is not of a character that seems to vary much; it is pretty constant; the requirements to be met do not involve a high degree of skill, and the product is always substantially the same. And yet there are no fewer than 26 different classes of workmen employed about blast furnaces, who are paid under the scale at rates varying according to the nature of their occupation. The question that has to be determined is not alone the relation of a particular wage to a particular price, but the relation which the wages paid to one class of workmen shall bear to the wages paid to 25 other classes, and the relation of each to the realized selling price of the product."[1]

5. **Wear Shipbuilding Board of Conciliation.**—This body was established in 1885. It represents on the part of the men the organizations of shipwrights, joiners, smiths, and drillers. Each of these separate branches of the trade has a departmental board of its own, composed of 6 employers and 6 employees, with power to settle disputes in its own branch. There is also a general board made up of 3 representatives from each section of the workmen and an equal number of employers. Any matter which can not be settled by either a department board or the general board is decided by referees, who are prominent men not connected with the trade and whose decision is binding. This board is reported to have had a very successful career. Its decisions are followed generally by the shipbuilders on the other rivers of England.[2]

XI. CONCILIATION AND ARBITRATION IN TEXTILE AND CLOTHING TRADES.

1. **Generally.**—The Royal Commission on Labor states that there is a very general consensus of opinion in favor of boards of conciliation or joint committees among representatives of the textile and clothing trades. "In the textile trades it is true that comparatively little has yet been done in the actual establishment of such boards. * * * In the clothing trades, upon the other hand, two long-established and very successful boards in the hosiery trade have recently fallen into decay and are practically extinct, but a new group of boards which have arisen in the boot and shoe trade seem to have already had a fair amount of success and to be likely to continue in operation.[3]" Since the report of the Royal Commission, as is shown in a recent paper published by the United States Department of Labor, there has been a further movement toward the establishment of joint boards in the cotton trade and in the dyeing trades, while the boards in the boot and shoe trade have been extended. Very satisfactory results have also been secured by informal negotiations as to the conditions of labor.

2. **Nottingham hosiery and glove trade.**[4]—Perhaps the first permanent board of conciliation established in Great Britain was that in the Nottingham hosiery and glove trade, which dates from 1860. The board consisted of 11 manufacturers, elected by a public meeting of their own body, and 11 operatives, elected by a meeting of the various branches of the trade. The boards chose yearly a chairman, who had a casting vote. There was no provision for reference of disputes to outside arbitrators, but committees of inquiry were established to investigate disputes in the first instance.

This board worked with great success for about 20 years. More recently, however, it has fallen into disuse, and in fact practically no longer exists. The cause of this decline is said to be that the interests of the different classes of workmen represented have ceased to be identical. Apparently also they are not very strongly organized.

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[1] J. S. Jeans, Conciliation and Arbitration, chap. xi.
[2] Royal Commission, Final Report, Part II, sec. 152.
[3] Royal Commission, Final Report, Part II, secs. 386, 387.
[4] Ibid., secs. 384, 385.

There was also formerly a somewhat similar board in the hosiery trade of Leicestershire, but this likewise has fallen into decay.

3. Nottingham lace trade.—A board of conciliation in the lace trade has existed at Nottingham since 1868. It has been considerably modified in its organization and methods at different times. At present the board consists of 13 manufacturers and 13 operatives, the representatives on each side being divided among 3 different branches of the trade. The representatives are chosen by the organizations of employers and employees, respectively. All questions in dispute are submitted in the first instance to that section of the board which represents the branch of the trade concerned, but no settlement can be considered as binding until it is ratified by the full board. Should the board fail to agree on any question, each side has the privilege of consulting its own constituents and of appointing an independent chairman to sit with the board; if, after this, no agreement is reached the question is to be referred to the board of trade of the British Government. No alteration of wages of more than 7½ per cent may be considered by the board.

The provisions concerning the enforcement of the decisions of the board, such as are found in the rules of few other joint committees, are interesting. It is provided that any member of the Lace Manufacturers' Association who fails to comply with a decision regarding the prices to be paid, shall pay the costs of the inquiry into his action, in addition to the difference in wages from the time of the complaint. If he refuses to do so the employers' association must refuse to him any pecuniary assistance, while the association of operatives has full power to withdraw its workmen from the service of the employer. On the other hand, any member of the operatives' association who shall violate a decision must pay the costs of the inquiry. If he fails to do so the operatives' association must pay the costs and must exclude him from all its benefits, or if it gives him any assistance it must pay a fine of £10.

It is stated by the secretary of the Lace Makers' Union that a hard fight has been necessary to uphold the conciliation system. At different times employees have been dissatisfied with decisions and have wished to abolish the board. In two cases the board was unable to control them and was temporarily practically broken up. Nevertheless, the Royal Commission on Labor reported in 1891 that for the past 10 years all disputes had been amicably settled.[1]

4. Cotton trades.[2]—In all branches the cotton trades wages are fixed by the piece, and the great complexity of the operations makes the determination of the rates a matter of extreme difficulty. It becomes especially necessary to distinguish between occasional settlements of the general level of wages and local or temporary adjustments and interpretations necessary to carry out these general principles. The cotton operatives of Lancashire, the greatest cotton manufacturing district in the world, unlike those in this country, are very strongly organized. There has been developed accordingly a complex system of adjusting wages, which has been highly successful in avoiding disputes. No provision is made for resort to outside arbitrators. The settlement of the countless minor technical points of dispute arising in connection with the piecework scales of individual mills is mainly in the hands of the respective secretaries of the local associations of employers and employees, who are practically permanent paid officers.

"The factors which enter into the piecework rates of the Lancashire cotton operatives are so complicated that both the employers and the work people have long since recognized the necessity of maintaining salaried professional experts who devote their whole time to the service, respectively, of the employers' association and the trade union. * * * All the officials who are to concern themselves with these intricate trade calculations are selected by competitive examination."

When it comes to concluding or revising the general agreement itself—a matter in which not one firm or operative alone is interested, but the whole body of employers and workmen—we find the machinery for collective bargaining taking the form of a joint committee composed of a certain number of representatives of each side. Thus for the various districts there are more or less formal boards, usually, however, without a permanent constitution and rules, which revise the details of their lists in periodical conferences in which the leading employers of the district concerned arrange the matter with the leading trade-union officials and representative operatives. When the point at issue is not the alteration of the technical details of the list, but a general reduction or advance of wages by a certain per cent throughout the trade, or a general shortening of the work time, the matter discussed is between appointed representatives of the whole body of the employers, attended by their agents and solicitors, and the central executive officers of the

[1] Royal Commission, Final Report, Part II, p. 263; Bulletin, Department of Labor, Vol. V, pp. 515-519.
[2] Webb, Industrial Democracy, I, 195-200.

Amalgamated Association of Operative Cotton Spinners as representing all the district unions.

The regulations as to these district or general conferences for settling the conditions of labor are covered for the greater part of the cotton operatives by what is known as the "Brooklands agreement." This was adopted in 1893 in settlement of a general strike which lasted 20 weeks.[1]

It is provided that every complaint must be submitted first by the secretary of the local association of employers or of employees to the secretary of the other organization. If these fail to reach an agreement, the point at issue is to be discussed by a committee consisting of the secretary and three representatives chosen by the local organizations on each side. Should these still fail to reach a decision, the matter is referred, if either of the secretaries of the local organizations deem it advisable, to a committee consisting of four representatives of the federated association of employers, with their secretary, and four representatives of the amalgamated association of employees, with their secretary. Until all these nego-

[1] The essential parts of the Brooklands agreement are as follows:

4. That, subject to the last preceding clause, and with the view of preventing the cotton-spinning trade from being in an unsettled state too frequently from causes such as the present dispute, to the disadvantage of all parties concerned, no advance or reduction of such wages as aforesaid shall in future be sought for by the employers or the employed until after the expiration of at least 1 year from the date of the previous advance or reduction, as the case may be, nor shall any such advance or reduction when agreed upon be more or less than 5 per cent upon the then current standard wages being paid. Notwithstanding anything hereinbefore contained in this clause, whenever a general demand for an advance or decrease of wages shall be made, the wages of the male card and blowing room operatives may be increased to such an extent as may be mutually agreed upon.

5. That the secretary of the local employers' association and the secretary of the local trade union shall give to the other of them, as the case may be, 1 calendar month's notice in writing of any and every general demand for a reduction or advance of the wages then being paid.

6. That in future no local employers' association, nor the federated association of employers on the one hand, nor any trade union or federation of trade unions on the other hand, shall countenance, encourage, or support any lockout or strike which may arise from or be caused by any question, difference or dispute, contention, grievance, or complaint, with respect to work, wages, or any other matter, unless and until the same has been submitted in writing by the secretary of the local employers' association to the secretary of the local trade union, or by the secretary of the local trade union to the secretary of the local employers' association, as the case may be; nor unless and until such secretaries or a committee consisting of 3 representatives of the local trade union, with their secretary, and 3 representatives of the local employers' association, with their secretary, shall have failed, after full inquiry, to settle and arrange such question, difference or dispute, contention, complaint, or grievance within the space of 7 days from the receipt of the communication in writing aforesaid; nor unless and until, failing such last-mentioned settlement and arrangement, if either of the said secretaries of the local trade union and the local employers' association shall so deem advisable, a committee consisting of 4 representatives of the federated association of employers, with their secretary, and 4 representatives of the local amalgamated association of the operatives' trade union, with their secretary, shall have failed to settle or arrange, as aforesaid, within the further space of 7 days from the time when such matter was referred to them; provided always that the secretaries or the committee hereinbefore mentioned, as the case may be, shall have power to extend or enlarge the said period of 7 days whenever they may deem it expedient or desirable to do so. Should either the local employers' association or the local operatives' association fail to call such a meeting within 7 days (unless by consent of the other side), then the party which has asked for the meeting shall have the right to at once carry the question before the joint committee of the employers' federation and the operatives' amalgamation without further reference to the local association, and should either the employers' federation or the operatives' amalgamation fail to deal with the matter in dispute within a further 7 days, then either side shall be at liberty to take such action as they may think fit.

7. Should a firm make any change which, when completed, involves an alteration in the work or rate of wages of the operatives which is considered not satisfactory by them, then the firm shall at once place the matter in the hands of their association, who shall immediately take action as per clause 6, failing which the operatives involved shall have the right to tender notices to cease work without further notice to the employers' association. When a settlement is arrived at it shall date from the time the change was made.

8. Every local employers' association or the federated association of employers on the one hand, and every local trade union or the federation of trade unions on the other hand, shall, with as little delay as possible, furnish to the other of them, in writing, full and precise particulars with reference to any and every question, difference or dispute, contention, or grievance that may arise with a view to the same being settled and arranged at the earliest possible date in the matter hereinbefore mentioned.

9. There shall not be placed upon any joint committee of the federated association and the amalgamated association more than one member of the local employers' association and one member of the local trade union, in addition to the respective secretaries of those bodies. The rest of the said joint committee shall consist of persons who have not locally adjudicated upon the matter in question. It is understood that in case of unavoidable absence of secretary a substitute may be present to act in same capacity as secretary.

10. It is agreed that in respect to the opening of new markets abroad, the alteration of restrictive foreign tariffs, and other similar matters which may benefit or injure the cotton trade, the same shall be dealt with by a committee of three or more from each federation, all the associations undertaking to bring the whole of their influence to bear in furthering the general interests of the cotton industry in this country.

11. The above committee shall meet whenever the secretary of either federation shall be of opinion that questions affecting the general interests of the cotton trades should be discussed.

12. The representatives of the employers and the representatives of the employed in the pending dispute do mutually undertake that they will use their best endeavors to see that the engagements hereinbefore respectively entered into by them are faithfully carried out in every respect. (Bulletin, U. S. Dept. of Labor, V, 619-624.)

tiations have been gone through with no strike or lockout may be countenanced. Apparently these rules do not apply to general conferences regarding the conditions of labor for the future throughout the district. These are of a less formal character. It is provided, however, that no change in wages shall be sought by either side until at least one year after the date of the last previous change, and that no change shall be by more than 5 per cent.

This agreement is stated to have had the effect of practically preventing strikes since its adoption. It is especially noticeable that the funds of the operatives' organization spent in supporting strikes and disputes have fallen from an average of from $29,000 per year from 1885 to 1892 to $4,237 in 1898.[1]

Mr. and Mrs. Webb say on this point: "The lists of prices have been so carefully and elaborately worked out that even the district conferences are of only occasional occurrence. The general policy of both employers and operatives is against any but rare and moderate variations of the standard earnings. * * * The joint conferences of the whole trade take place therefore only in momentous crises, and are accompanied by all the solemnity and strenuousness of an assembly on whose decision turns the question of peace or war."[2]

In addition to boards provided for by the Brooklands agreement there is a joint board in the weaving branch of the cotton trade in north and northeast Lancashire. It was first established in 1881. It consists of 6 representatives chosen by each side. Its decision is not final, the rules providing that the employers' section and the operatives' section of the committee shall respectively report to their constituents as to the general results of the various discussions. It is stated that neither side has been willing to appoint arbitrators, but that nevertheless the system has proved exceedingly advantageous to the trade. The greater number of the disputes which have arisen have not been over the general standard of wages, but as to the rates for new and difficult kinds of cloths, and these are peculiarly fitted for settlement by such a committee.

Since its establishment in 1881, reported the Royal Commission on Labor in 1894, it had worked very successfully, having settled 20 or 30 important cases which had come before it.

Mr. and Mrs. Webb say as to the conciliation system [3] in the cotton trade:

"The machinery for collective bargaining developed by the cotton operatives, in our opinion, approaches the ideal. We have, to begin with, certain broad principles unreservedly agreed to throughout the trade. The scale of remuneration, based on these principles, is worked out in elaborate detail into printed lists, which (though not yet identical for the whole trade) automatically govern the actual earnings of the several districts. The application both of the general principles and of the lists to particular mills and particular workmen is made, not by the parties concerned, but by the joint decisions of two disinterested professional experts, whose whole business in life is to secure, not the advantage of particular employer or workmen by whom they are called in, but uniformity in the application of the common agreements to all employers and workmen. The common agreements themselves are revised at rare intervals by representative joint committees, in which the professional experts on both sides exercise a great and even a preponderating influence. The whole machinery appears admirably contrived to bring about the maximum deliberation, security, stability, and promptitude of application."

5. The dyeing trade.—Two boards of conciliation have recently been established in the dyeing trade in Yorkshire. One board, representing the West Riding Dyeing and Finishers' Association on the one hand and the Amalgamated Society of Dyers on the other, has grown out of a smaller organization established in 1891. It now consists of 9 members from each organization, elected annually. No decision of the board is binding upon the parties to a dispute except at the express desire of both parties. By the consent of both parties the board may call in the assistance of 2 or more experts. It may also assist the parties in selecting arbitrators.

The other board, which includes warp dyers in this same district, has very similar rules. It is reported that both boards have worked very successfully and have resulted in friendly relations between employers and employed.[4]

6. Other allied trades.—Attempts have been made to establish boards of conciliation in the tailoring trade, but a mutual distrust and misunderstanding prevented their success. The Royal Commission on Labor reported in 1891 that steps were being taken to establish a board in the woolen trade in Yorkshire, but no other

[1] Bulletin, Department of Labor, pp. 519–524.
[2] Webb, Industrial Democracy, p. 200.
[3] Industrial Democracy, I, p. 208.
[4] Bulletin, Department of Labor, V, pp. 526–530.

nformation as to this board is available. A board of conciliation existed in the ›otteries trade from 1868 to 1891, but it suffered many difficulties and was finally ›roken up. There are still attempts to refer individual cases to the decision of ırbitrators, chosen by each side with power to appoint an umpire.[1]

XII. BOOT AND SHOE TRADE.

A local board of arbitration and conciliation has existed in the boot and shoe trade at Leicester since 1875. Local boards of a similar nature have also existed at Northampton, Kettering, Bristol, and Leeds. These boards have been more or less successful, but about 1895 there were serious difficulties growing out of the introduction of new kinds of machinery and work, which resulted in prolonged strikes. Finally the British Board of Trade offered its services as a mediator and the points at issue were referred to Lord Henry James, by mutual agreement. In connection with the settlement a new system of arbitration and conciliation for the general trade was established.

This agreement between the Federated Association of Boot and Shoe Manufacturers and the National Union of Boot and Shoe Operatives established a joint committee consisting of 4 manufacturers and 4 workmen to determine the precise method on which piecework "statements" shall be based. Joint committees for the local districts, similarly constituted, were established to prepare similar statements for their respective localities. Each of these committees was authorized to appoint an umpire to determine matters on which they should fail to agree. If the committees were unable to agree upon an umpire the appointment should be made by the presidents of the two national organizations or, if they failed to agree, by Lord James. Aside from these boards the agreement provided that previously existing local boards of arbitration and conciliation should be reconstituted, with full power to settle all questions of a local nature concerning wages, hours of labor, and conditions of employment.

No strike or lockout shall be entered into on the part of any member of an organization represented on any of the boards of arbitration. All awards and decisions must specify a date before which neither side shall be permitted to reopen the question. No restriction shall be put on the introduction of machinery or on the output of machinery.

The most interesting feature is the establishment of a fund in the hands of trustees as a guaranty for the carrying out of the agreement and of the decisions of arbitrators under it. The sum of £1,000 was deposited by the representatives of each side. In 1899 a strike occurred in the shoe trade in London. The London branch of the National Union had always been hostile to the terms of settlement and thought that this strike would test the strength of the agreement. Lord James decided that the agreement had been practically broken by the workmen and that the sum of £300 should be forfeited from the fund on deposit.

The full text of the national agreement in the boot and shoe trade is as follows:

We, the undersigned representatives of the Federated Associations of Boot and Shoe Manufacturers and of the National Union of Boot and Shoe Operatives, agree to the following terms of settlement of the dispute in the boot and shoe trade on behalf of those whom we represent:

1. This conference is of opinion that a piecework statement or statements for lasting and finishing machine workers and those working in connection therewith are desirable, such statements to be based on the actual capacity of an average workman, any manufacturer to have the option of adopting piecework or continuing day work; it being understood that the whole of the operatives working on any one process shall be put on one or the other system, which shall not be changed oftener than once in six months. Heeling and sewing to be regarded as separate processes.

2. This conference is of opinion that a piecework statement for welted work at Northampton should be prepared on the principle laid down in the above resolution, viz, "the statement shall be based on the actual capacity of an average workman," employers having option as laid down in that resolution with regard to payment by the time or piece.

3. That for the purpose of carrying into effect the last two resolutions joint committees be appointed as follows:

(a) A joint committee of representatives of the employers and workmen, four of each, to determine the principles and methods of arrangement and classification on which piecework statements for machine workers shall be based, such committee to hold its first meeting on May 5, 1895, at Northampton, for preliminary business.

(b) Joint committees composed of representatives of employers and employed, four of each, to prepare such statements for their respective localities in accordance with the principles laid down by the above joint committee. Such committees to hold their first meetings with the least possible delay after the completion of the work of the above joint committee.

(c) A joint committee to prepare a statement for welted work for Northampton, composed of representatives of employers and employed, four of each, such committee to hold its first meeting on May 5, 1895, for preliminary business.

Such committees shall take such evidence and obtain such information as they may think fit for the purpose, and each shall appoint an umpire to determine points on which they fail to agree.

[1] Royal Commission on Labor, Final Report, Part II, secs. 374, 384, 388; Bulletin Department of Labor, V., p. 524.

Failing agreement on the part of any of the committees as to the appointment of umpires the appointment shall be made by the president of the federation and the general secretary of the union or if they fail to agree by Sir Henry James.

4. That the various local boards of arbitration and conciliation, consisting of equal numbers of representatives of employers and workmen in the district, be immediately reconstituted, and their rules be revised so far as necessary, with a view to greater uniformity, by a joint committee of representatives of employers and employed, four of each to be appointed forthwith. The revised rules to be submitted to and adopted by the local boards, with or without amendment in matters of detail. Pending the completion of this revision the former rules to be in force, but only questions of classification and other minor local questions not involving matters of principle to be entertained in the meantime, with the exception of the question of the minimum wage for clickers and pressmen in centers where notices have already been given to local boards.

5. That such boards when reconstituted shall have full power to settle all questions submitted to them concerning wages, hours of labor, and the conditions of employment of all classes of work people represented thereon within their districts which it is found impossible to settle in the first place between employers and employed, or secondly between their representatives, subject to the following conditions:

(*a*) No board shall require an employer to employ any particular workman, or a workman to work for any particular employer, or shall entertain any question relating to such matters, except for the purpose of enabling a workman to clear his character.

(*b*) No board shall claim jurisdiction over the conditions and terms of employment of work people outside its district; provided that no actual work shall be sent out of a district which has been the subject of an award in that district.

(*c*) No board shall interfere with the right of an employer to make reasonable regulations for time keeping and the preservation of order in his factory or workshop.

(*d*) No board shall put restrictions on the introduction of machinery or the output therefrom, or on the adoption of day or piecework wages by an employer in cases in which both systems have been sanctioned, subject to the conditions prescribed in resolutions 2 and 3. No question referred to in subsections (*a*), (*b*), (*c*), (*d*) shall be made a matter of dispute by the union.

6. That it is desirable and necessary to provide financial guaranties for duly carrying out the provisions of this agreement, and existing and future awards agreements, and decisions of boards, arbitrators, or umpires, so long as they do not contravene the provisions of this agreement; and that a scheme be at once prepared for depositing certain sums in the hands of trustees for that purpose.

7. That the committee intrusted with the revision of the rules of local arbitration boards be instructed to insert provisions—

(*a*) To carry the last resolution into effect forthwith. If not agreed upon by both sides, the conditions and terms of the trust to be referred to and finally settled by Sir Henry James.

(*b*) That in future all awards and decisions shall specify a date before which neither side shall be competent to reopen the question.

(*c*) That where a minimum wage has been fixed and is in operation, and a proposal is made to change it, the board or umpire, in giving a decision or award, shall take into account the length of time which has elapsed since the question was last determined, and the conditions existing at the two dates, respectively.

The notices already given by the union for an advance on the minimum wage to clickers and pressmen shall be held to be good notices to the arbitration boards for the districts to which they refer, and shall be dealt with forthwith.

8. No strike or lockout shall be entered into on the part of any body of workmen, members of the national union, or any manufacturer, represented on any local board of arbitration.

9. That if any provision of this agreement, or of an award, agreement, or decision, be broken by any manufacturer or body of workmen belonging to the federation or national union, and the federation or the national union fail within ten days either to induce such members to comply with the agreement, decision, or award, or to expel them from their organization, the federation or the national union shall be deemed to have broken the agreement, award, or decision.

10. That any question as to the interpretation of these terms of settlement be referred to Sir Courtenay Boyle, whose decision thereon shall be final and binding on both parties.

That Sir Henry James be requested to act as umpire to determine any other disputed points between the federation and the national union arising out of this agreement.

A typical local board in the boot and shoe trade is that of Leicester. As reorganized in April, 1895; it consists of 6 representatives of each side serving for 1 year. The board is to elect an umpire at its first meeting, or if the members can not agree in the selection of an umpire any particular question of dispute which can not be settled by the board shall be submitted to two arbitrators, one appointed by each side, who shall have power to appoint an umpire if necessary. Decisions are final and binding on all parties. There must be no suspension of work on either side, the main object of the board being to prevent this. Any decision of the board shall date back to the time of the complaint.[1]

Mr. and Mrs. Webb[2] consider this elaborate machinery for adjusting disputes in the boot and shoe trade far from satisfactory. It has effected many peaceful settlements, but there has been "endless friction, discontent, and waste of energy among workmen and employers alike." Among other objections "the operatives complain that when a general agreement has been concluded they can not get any speedy or certain enforcement of it throught the local boards. * * * When at last the umpire's decision has been given it has often failed to command the assent and sometimes even to procure the obedience of the workmen. This arises, we believe, from the class of umpires whom it has been necessary to choose. The questions of interpretation necessarily turn, not on any general principle but on extremely technical trade details, which are unintelligible to any person outside the industry.

"The discontent of the employers is directed chiefly to another feature of the

[1] Royal Commission, Final Report, Part II, secs. 384, 388; Bulletin Department of Labor, pp. 488-497.
[2] Webb, Industrial Democracy, I, pp. 186-190.

rganization. The work of the local boards is so laborious and incessant that the reat magnates of the industry can not spare time to attend. * * * Moreover, n a publicly conducted national conference, formed of equal numbers from each arty, neither the representative workmen nor the representative employers dare oncede anything to their opponents, or even submit to a compromise. The esult is that every important issue is inevitably remitted by the conference to he umpire. Lord James has accordingly found himself in the remarkable posi- ion of imposing laws upon the entire boot and shoe making industry, prescribing, or instance, not only a minimum rate of wages but also a precise numerical imitation of the number of boy learners to be engaged by each employer, the onditions under which alone a wholesale trader may give work out to subcon- ractors, and the extent to which employers shall themselves provide workshop ccommodation and the date before which such premises shall be in use. This, t is obvious, goes beyond collective bargaining. The awards of Lord James mount in fact to legislative regulation of the industry, the legislature in this ase being not a representative assembly acting on behalf of the whole com- munity, but a dictator elected by the trade." The employers protest against such far-reaching powers being given to one outside the trade.

CHAPTER V.

ARBITRATION IN OTHER EUROPEAN COUNTRIES.

I. INTRODUCTION.

Conciliation and arbitration of labor disputes, whether by private initiative or by public authorities, have been carried much less far in the continental countries of Europe than in Great Britain or in the United States. The working people are far from being strongly organized in most of these countries, and class distinctions are such that employers are less willing to treat with their workingmen upon an equal plane than they are in Anglo-Saxon countries. To a far greater extent than in England or the United States the conditions of labor on the Continent are settled by the employer without consultation with the employees. Indeed, strikes and lockouts are much less common and on the whole less successful in these countries than in English-speaking lands.

Voluntary systems of conciliation and arbitration are especially lacking upon the Continent of Europe. What has been accomplished in the direction of the peaceful settlement of labor difficulties has been for the most part through the initiative of the Government. This is possibly an indication of the general dependence of the people in the countries of continental Europe upon the public authorities. The most successful experience in the settlement of the relations of employers and employees by voluntary conciliation has been in Belgium in the great mines of Mariemont and Bascoup.

Until very recently the only public machinery for adjusting labor disputes which has existed in most European countries has been after the fashion of the French conseils de prud'hommes (councils of experts), designed merely for the consideration of minor difficulties, chiefly between individual workmen and individual employers, and growing out of the terms of the existing labor contract rather than relating to the terms of future employment. That is, these agencies have nothing to do with settling strikes or with preventing those general disputes which lead to strikes. Their purpose is to avoid the expense, the formality, and the antagonism likely to occur from recourse to ordinary courts of justice for the settlement of minor differences between employers and employees. These councils have compulsory power within their sphere of action, in the same way as ordinary courts.

Within the past 10 or 12 years, however, Belgium, France, and Germany have established systems of public boards or courts of arbitration, with a certain amount of power for the settlement of general labor disputes. It is noteworthy that, notwithstanding the tendency toward compulsory governmental action in so many directions in these countries, no attempt has yet been made to compel employers and employees to submit their general differences to arbitration. Apparently the most successful results through these public agencies for settling general disputes have been secured in France.[1]

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[1] The French Labor Department made a very thorough investigation of arbitration in 1891–92 (published by the Office du Travail, 1893). The report describes in detail the methods employed in different countries, both by public authority and private initiative, and the results accomplished. The following extracts from the introductory letter of transmittal give a very satisfactory view of the progress of the arbitration movement at that time:

"England is the first of all foreign countries where the practice of arbitration has been introduced and rationally developed, the first also of which our study treats. You will note especially in the chapter which concerns it the extent to which recently the chambers of commerce have taken part in initiating the establishment of permanent councils of conciliation and arbitration, as well as the conditions and the results of the use of the system of sliding scales, by means of which, in the mines and metal industries, wages increase or diminish at the same time with the prices of coal and iron.

"Certain English colonies—Australia, Canada—have also already taken the first steps in the direction of arbitration. * * *

"In the United States the legislation of a large number of States intervenes in favor of the practice of arbitration. Four among them have even created, for this object, official and permanent boards. * * * The reports (of these boards) contain the most valuable information concerning the infinite variety of difficulties which are encountered in the matter. * * *

"Belgium, by its Councils of Industry and Labor, created from 1889 on, offers another example of

II. FRANCE.

1. **Councils of experts.**[1]—The first systematic attempt on the part of any government to establish tribunals for the settlement of labor disputes was made in France. The so-called conseils de prud'hommes, or councils of experts, however, by no means correspond to the arbitration boards established in the United States. Their functions seldom if ever extend to the settlement of general labor disputes, strikes, or lockouts. They have to do rather with disputes between individual workmen and their employers, and in many cases regarding matters which would in this country be brought before courts of law.

The first council of experts was created in 1806 for the city of Lyons at the solicitation of the silk merchants, but the law was so framed that similar councils might be organized by executive decree in other cities, and this privilege was quickly availed of. Other laws extending and modifying the system were passed in 1853, 1864, 1880, 1881, 1883, and 1884.

Councils of experts are created for particular localities, and particular industries or groups of industries by decrees of the central government upon the recommendation of local bodies. They must be composed of not less than 6 members, exclusive of the president and vice-president. An equal number of members is elected by employers and by employees. Every employer 25 years of age who has carried on his trade for 5 years is entitled to vote for employer members, while superintendents, foremen, and workingmen of the same age and experience vote for representatives of the employees. Only persons 30 years of age or over are eligible for election. The term of service of members is 6 years, and one-half the members retire every 3 years. The members serve in general without pay.

The president and vice-president of a council are elected by the council itself from among its own members. When the president is a representative of the employers, the vice-president must be a representative of the employees, and vice versa. A "special bureau" is established within each council, consisting of 1 employer and 1 employee, whose duty it is to terminate minor disputes by means of conciliation, if possible, with appeal to the "general bureau or bureau of judgment." This general bureau is composed of the president and vice-president of the council and an equal number, not less than 2, of employer and workingman members. The procedure before both of these bureaus is simple and inexpensive. The decisions are given by a majority vote of the members.

The jurisdiction of these councils of experts relates exclusively to matters arising out of the labor contract or out of apprenticeship. When the amount involved in the dispute does not exceed 200 francs, the judgment of the council is final.

These boards have undoubtedly performed a very useful function in avoiding the expense and the antagonism which would arise if the countless minor disputes between employers and their individual employees were brought before the ordinary law courts. In a large proportion of these cases conciliation is effected without a formal decision of the council, while when such decisions are rendered they have the force of orders of court.

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a legal and official organization of industrial arbitration; but in the same country the collieries of Mariemont and Bascoup possess councils of conciliation and arbitration due to private initiative, the operation of which, constantly improved, dates back 15 years, and has produced the most fortunate results. * * * In the other European States the question which occupies us has been, hitherto, less clearly defined and less clearly solved. Although in the German and Austrian laws concerning industry there are found some provisions regarding arbitration in case of strikes, their application as yet has been only very limited. We can point out only certain instances of recourse to arbitration which have taken place, aside from all legal formalities, in Germany, Austria, Holland, and Sweden, and refer to two industrial establishments at Berlin where councils of conciliation exist, established upon the type of Mariemont.

"The history of arbitration in France ends the volume. This history, although little rich as yet in established and conclusive results, nevertheless presents already numerous and interesting attempts which show the existence of a current of opinion decidedly in favor of the peaceful settlement of industrial disputes. As indicating this general tendency of thought, I cite only the provisions in the by-laws of a large number of unions of employers and unions of workmen, the existence since 1874 of a joint board in the Paris paper industry, the creation in 1877 of a permanent arbitration commission by the printers of Rouen, the persistently pursued efforts during the past 10 years on the part of the French Federation of Book Workers in favor of the methods of conciliation, and, finally, the repeated appeals made to arbitration in the cases of important strikes."

It is interesting to observe that nearly one-third of this report of 600 pages is taken up with an account of arbitration and conciliation in Great Britain, and about as much more with the description of arbitration in the United States. The amount of space given to Belgium is less than one-third as great as that given to either of these countries, while to Germany, Austria, the Netherlands, and Sweden only a few pages each are given.

[1] Bulletin, Department of Labor, vol. iv, pp. 851–854.

The following is an extract from the last official report available as to the working of the councils:

"In 1897 the special bureaus of the councils of experts have had before them 51,326 disputes between employers and workmen, 32,926 being in regard to questions of wages. They have brought about conciliation between the parties in 21,317 cases, or 57 per cent of those decided. In 15,652 cases, or 43 per cent, their efforts have failed. The other cases have been withdrawn or remain unsettled. In the general bureau the councils have had before them 15,881 cases, of which they have decided 6,592, the parties withdrawing in 9,045 cases, and 244 remaining unsettled at the close of the year. There were 803 appeals to the tribunals of commerce; in 195 cases the judgment was affirmed and in 506 it was reversed." (Bulletin de l'Office du Travail, 7me année (1900), p. 690.)

2. Arbitration tribunals under law of 1892.—It must be remembered that the French councils of experts do not undertake to settle general labor disputes or to determine in any way the future conditions of employment. The first attempt to establish in France public tribunals for the settlement of general labor disputes dates from 1892. The law passed in that year provides that any dispute between employers and employees may be submitted to a board of conciliation or of arbitration.[1] The employers or employees may, either jointly or separately, address a declaration to the justice of the peace of the canton setting forth the character of the dispute. The justice of the peace must give notice of the receipt of this declaration to both the opposing parties and they must, within 3 days, send their responses. If they accept the overtures for conciliation each party must designate delegates to represent it, not to exceed 5 persons. The justice of the peace must urge these delegates or the parties to organize a committee of conciliation. The meeting of the committee must take place in the presence of the justice of the peace, who may be appointed by the committee to preside over its discussions. If an agreement can not be reached by such a committee of conciliation, the justice of the peace invites the parties to appoint one or more arbitrators on each side, or to select a common arbitrator. If arbitrators so chosen can not reach a solution of the dispute they may choose a new arbitrator to act as umpire. If they fail to agree upon an umpire he shall be named by the president of the civil tribunal (a higher court than that of the justice of the peace).

Aside from the provisions for the initiation of conciliatory measures by the parties, the law prescribes that the justice of the peace must, in the absence of action on their part, invite the employers and employees to state to him the matter in dispute and to enter upon procedure for conciliation and arbitration.

There is no provision for enforcing the decision of arbitrators, further than a requirement that the decision shall be made a matter of record.

The statute of 1892 in full is as follows:

The Senate and the Chamber of Deputies have adopted, the President of the Republic promulgates the following law:

ARTICLE 1. Employers, workmen, or employees, between whom a dispute of a collective character relating to conditions of employment has arisen, may submit the questions which divide them to a committee of conciliation, or, in default of an agreement of this committee, to a council of arbitration, and these shall be constituted in the following manner.

ART. 2. The employers, workmen, or employees may, together or separately, in person or by proxy, address a declaration in writing to the justice of the peace (juge de paix) of the canton or one of the cantons in which the dispute has arisen, and shall contain—

1. The names, capacities, and domiciles of the applicants or their proxies.
2. The matter of dispute, with a succinct account of the motives pleaded by the other side (parties).
3. The names, capacities, and domiciles of the persons to whom the proposal of conciliation or arbitration should be notified.
4. The names, capacities, and domiciles of the delegates chosen from amongst those concerned by the applicants, in order to assist or represent them, the number of these delegates not exceeding 5.

ART. 3. The justice of the peace delivers acknowledgment of the receipt of this declaration, with indication of the date and hour of the deposit, within 24 hours, to the opposing party or its representatives by letter or, if need be, by notices posted on the gates of the courts of justice of the canton and on those of the mayoralty of the commune in which the dispute has arisen.

ART. 4. On receipt of this notification or within 3 days those concerned must send their reply to the justice of the peace. The period having passed, their silence is taken as a refusal.

If they accept, they give in their reply the names, capacities, and domiciles of the delegates chosen to assist or represent them, the number of these latter not exceeding 5.

If the departure or absence of the persons to whom the proposal is notified or the necessity of consulting the principals (mandants), partners, or an administrative council does not permit of a reply within 3 days, the representatives of the said persons should within the 3 days declare what is the delay necessary for arrangement of a reply. This declaration is transmitted by the justice of the peace to the applicants within 24 hours.

ART. 5. If the proposal is accepted, the justice of the peace urges (invite d'urgence) the parties or their delegates to form among them a committee of conciliation. The meetings take place in the presence of the justice of the peace, who may be appointed by the committee to preside at the debates.

ART. 6. If an agreement is arrived at as to the conditions of conciliation, the conditions are set down in a report drawn up by the justice of the peace and signed by the parties or their delegates.

[1] Bulletin Department of Labor, Vol. IV, p. 854.

ART. 7. If an agreement is not arrived at, the justice of the peace invites the parties to appoint either one or more arbitrators each or a common arbitrator.

If the arbitrators do not agree as to the solution of the dispute, they may choose a new arbitrator to act as umpire.

ART. 8. If the arbitrators can neither decide on the solution of the dispute nor agree as to the new arbitrator, they must declare the fact in the report, and this arbitrator will be named by the president of the civil tribunal after inspection of the report, which shall be sent to him forthwith by the justice of the peace.

ART. 9. The decision on the points at issue (fond) which has been arrived at, revised and attested by the arbitrators, is sent to the justice of the peace.

ART. 10. When a strike occurs, in default of initiative on the part of those concerned in it, the justice of the peace, ex officio, and by the means indicated in article 3, invites the employers, workmen, or employed, or their representatives, to make known to him within 3 days—

1. The matter of dispute with a succinct account of the alleged motives.
2. The acceptance or refusal of conciliation and arbitration.
3. The names, capacities, and domiciles of the delegates chosen, where the case occurs (le cas echeant), by the parties, the number of the persons chosen by each side not exceeding 5.

The delay of 3 days may be increased for the reasons and under the conditions indicated in article 4. If the proposal is accepted, it shall proceed conformably to articles 5 and following.

ART. 11. The reports and decisions mentioned in articles 6, 8, and 9 above are preserved in the minutes at the office of the justice of the peace, who sends a copy free of charge to each of the parties and addresses another to the minister of commerce and industry through the prefect.

ART. 12. The demand for conciliation and arbitration, the refusal or failure to reply of the opposing party, the decision of the committee of conciliation or of the arbitrators notified by the justice of the peace to the mayor of each of the communes over which the dispute is spread, are made public by each of these mayors, who post them up in the place assigned to official notices.

The posting up of these decisions may be done by the parties concerned. The notices are exempted from stamp duty.

ART. 13. The premises necessary for the meetings of the committees of conciliation or councils of arbitration are provided, heated, and lighted by the communes in which they meet.

The expenses arising therefrom are included among the compulsory expenses of the communes.

The outlay of the committees of conciliation and arbitration shall be fixed by a notice of the prefect of the department, entered among the compulsory departmental expenses.

ART. 14. All deeds executed in carrying out the present law are exempt from stamps and registered gratis.

ART. 15. The arbitrators and the delegates nominated under the present law must be French citizens.

In professions or trades where women are employed they may be chosen as delegates on the condition that they are of French nationality.

ART. 16. The present law applies to the colonies of Guadaloupe, Martinique, and the Reunion.

3. Working of arbitration law of 1892.—This new French law has already proved very advantageous. The French people are probably somewhat more disposed to accept Government intervention than those of Saxon descent.

The following statement gives a summary in the cases in which recourse has been had to the law of 1892 regarding conciliation and arbitration for the year 1898 and for the preceding 5 years collectively:[1]

Summary of cases in France in which recourse was had to conciliation and arbitration, 1893 to 1897, and 1898.

Items.	1893 to 1897.	1898.	1899.
Total number of strikes	2,262	368	740
Cases in which the law of 1892 was applied	[1]487	94	197
Disputes settled—			
Before the creation of committees of conciliation	41	4	9
After refusal of demands for conciliation	26	4	4
Directly by committees of conciliation	[2]129	18	36
By arbitration	16	2	6
Directly by parties after having recourse to conciliation	9	2	4
Total cases settled through application of law	218	30	59
Strikes resulting or continuing—			
After refusal of demand for conciliation	145	34	72
After failure of recourse to conciliation and arbitration	[2]122	30	59
Total cases of failure after application of the law	268	64	131

[1] The 487 cases of recourse to the law related to but 486 disputes.
[2] There were but 126 disputes settled by committees of conciliation, 3 of them being counted twice, because 2 committees were formed in each of these 3 cases.
[3] Figures here apparently should be 123; those given, however, are according to the original.

This table shows that the law was applied in 197 cases during the year 1899. As there were in all 740 strikes during the year, these cases constituted 26.6 per cent of all disputes. The proportion for the 5 years, 1893–1897, taken collectively, in

[1] Bulletin Department of Labor, V, p. 400.

which the law was applied, was 21.53 per cent. In the 94 cases which were reported for 1898 (corresponding figures for 1899 not being available), the initiative in demanding the application of the law was taken by the employees 57 times, by the employers 3 times, by the employers and employees twice, and in 32 cases the initiative was taken through the intervention of the justices of the peace.

As regards the results of the application of the law, it was found that in 4 of the 94 cases in 1898 work was resumed before committees of conciliation were constituted. In two of these the employees abandoned their claims, in one they were successful, and in the fourth case they obtained employment elsewhere. In 38 of the remaining 90 cases the demands for conciliation were refused, in 32 by employers, in 1 by the employees, and in 5 by both employers and employees. In 4 of these 38 cases the workingmen renounced their demands, receiving partial satisfaction in one instance. In the remaining 34 cases of refusal of conciliation strikes were declared, 3 of which were successful, 10 partly successful, and 21 failed.

Deducting the 42 cases above mentioned from the total number, there remain 52 cases, for the settlement of which 52 committees of conciliation were created. In 18 of these cases the disputes were settled directly by the committees of conciliation, in two cases they were settled by arbitration, and in two other cases they were adjusted by the parties themselves after having had recourse to committees of conciliation. This leaves 30 cases in which the attempted conciliation and arbitration failed and strikes resulted or continued, which succeeded in 3 cases, succeeded partly in 15, and failed in 12. This showing is somewhat unfavorable when compared with the figures of the 5 preceding years.

Of the 30 disputes settled, in 1898, as a result of the application of the law, 4 were favorable to the demands of the employees, 20 resulted in a compromise, and 6 were unfavorable to the employees. In the 64 disputes which continued after the failure of attempts at conciliation and arbitration, the workmen succeeded in 6, succeeded partly in 25, and failed in 33.

In 1899, out of the 197 cases brought under the law, 59 were successfully settled. Of these, 21 decisions were favorable to the demands of the employees, 34 resulted in a compromise, and 4 were unfavorable to the employees. In the 131 disputes which continued after the failure of attempts at conciliation and arbitration, the employees succeeded in 15, succeeded partly in 77, and failed in 39.

For the 5 years from 1893 to 1897 the cases decided under this system of conciliation and arbitration resulted as follows: In favor of workmen, 41, or 18.8 per cent; in favor of employers, 59, or 27 per cent; compromised, 118, or 54.13 per cent.

During the 6 years from 1893 to 1898, out of 581 cases of attempts at conciliation and arbitration the initiative was taken in 22 instances by employers, in 214 instances by the workers, in 12 cases by both parties, and in 232 cases by a justice of the peace. Of the 209 cases of refusal to submit to conciliation and arbitration, 180 were by employers, 16 by workers, and 13 by both parties.

For the year 1898, 33 of the 94 cases of the application of the law were in the textile industries, 20 in the building trades, 14 in the metal trades, 10 in the leather trades, 5 in the carrying trades, 3 among miners, and not more than 1 in any other group of industries.[1]

The importance of the new system of arbitration may be well understood from the success in the settlement by this method of the important strike of the machinists and metal workers at Creusot in 1899, and of the strike of the miners in the valley of the Loire in 1900.

The Creusot strike.—This strike began September 20, 1899, and included all the the workers in the great artillery factories and machine shops at Creusot, as well as those in the mines near at hand, making a total of fully 10,000. The head of the company, M. Schneider, refused to receive, among the delegates who presented the case of the workmen, the secretary of the workers' union, who was not at that time an employee. The chief demands of the strikers were: Recognition of the union; freedom of conscience and better treatment by foremen; fulfillment of promises made in June, 1899, as to advances in wages, particularly for piecework. The company had failed to raise wages on the ground that expected increases in the prices of products had failed to materialize.

The company refused these demands, and although the justice of the peace brought together a committee of conciliation, the representatives of the employers on the committee declared themselves bound to adhere to the reply given by the head of the company. The strikers even proposed the plan of marching to Paris. Finally, however, on October 4 they decided to submit to government arbitration. The company agreed to this, and M. Waldeck-Rosseau, president of

[1] Office du Travail, Statistique des Grèves, 1899, pp. xiv-xvii.

e council of state and minister of the interior, accepted the request to act as bitrator. His decision was rendered on the 7th and the strike was ended on e 9th, both parties accepting the terms laid down. The chief features of the cision were as follows:

The company was directed, in the establishment of wages, to have regard to e increases promised in June, 1899, without allowing the rates thus determined be modified on account of bargains between the company and furnishers of aterial or buyers.

The company was forbidden to make any differences in its treatment between orkmen belonging to the union and nonunion men.

The union demanded that the company receive its representatives, but the arbiator decided that, while the intervention of the union might be advantageous both parties consented to it, it could not be forced upon the employers. The orkmen had demanded in the course of the strike that they should be permitted) formally present their complaints each month. The arbitrator decided that epresentatives for this purpose could not properly be chosen exclusively by the nion, but that each shop should have a delegate for each class of workers. The ethod of electing these was later prescribed in detail by the company in accordnce with the decision. They are chosen yearly and are to confer bimonthly, nless in the case of emergency, with the representatives of the employers. While his does not amount to a formal board of conciliation, it provides for a systematic ethod of presenting and discussing grievances and the general relations of mployers and employees.

The arbitrator further decided that no workman should be discharged on account f participation in the strike just closed. It was also ordered that in case of insufficient work for the entire force, the workers of each class should be laid off in urn, the idleness being divided between union and nonunion men in shops of the ame character in proportion to their number, regard, however, being had to the ituation of the families of the individual workers.[1]

The miners' strike.—There is a powerful federation of miners' unions in the lepartment of the Loire. As early as October, 1898, it had demanded from the arious employing companies increases in wages, which were refused. Partial trikes took place during 1899, for the most part resulting in advantages to the workmen. The steady rise in the price of coal favored the demands of the workers, and on December 20, 1899, a general circular was presented to the employing companies demanding (1) recognition of the miners' federation; (2) wages for pickmen 6 francs per day and for others one-half franc increase; (3) reduction of the length of the working day. The company offered an increase of wages of only 5 per cent, and this being refused a strike was ordered on December 25, and soon became general. The effect was serious, threatening many industries on account of the shutting off of the supply of coal. Almost immediately, however, the representatives of the miners submitted to the prefect of the department a request for arbitration. The company agreed to the proposition, and after some negotiation MM. Gruner and Jaures were chosen arbitrators, the former by the companies and the latter by the workmen. M. Jaures is the well-known socialist leader and a member of the Chamber of Deputies.

The question of the hours of labor, which was the most difficult one, was not definitely settled by the arbitrators, but they agreed that hours should not be increased, directly or indirectly, on account of the increase in wages, and that experiments should be made to see if better arrangements of hours could not be made without reducing the production per capita, with a provision for arbitration of the question later on if necessary.

The arbitrators further decided that there should be a general increase of 9 per cent in wages, the increase, however, not to be less in any case than 30 centimes (6 cents) per day or more than 50 centimes. These rates were to be retained until June 30, 1901, at which time, if 3 months' notice should be given, the question whether the whole or part of the increase can be maintained should be decided by an arbitration procedure similar to that in the present case. These increases in wages were not to be additional to the increases granted by certain individual companies during 1899.

This decision of the arbitrators was accepted by both parties and work was begun again on January 8, 1900.[2]

[1] Bulletin de l'Office du Travail, 1899, p. 840; 1900, p. 18.
[2] Bulletin de l'Office du Travail, 1900, p. 15.

III. BELGIUM.

1. Councils of experts.[1]—The conseils de prud'hommes, or councils of experts, in Belgium originated in the same statute of 1806 which established these councils in France, Belgium being at that time a dependency of France. Councils were created in Bruges in 1809 and in Ghent in 1810. Later acts were passed by the Belgian Government, and finally, on the recommendation of the Labor Commission of 1886, a new general law regulating the councils was adopted in 1889.[2] The general character and organization of these councils of experts in Belgium is very nearly the same as in France.

Councils are established by royal decree for particular trades or groups of trades in particular districts. The number of members is also fixed by the decree, but must be not less than 6, exclusive of the president and vice-president, if they are selected from outside the councils, as may be the case. The president and vice-president are appointed by royal decree, not elected by the councils, as in France. The qualifications of electors for members of the councils are an age of 25 years and 4 years' connection with the industry. An equal number of representatives of employers and of employees are elected by these classes, respectively. Nominations for members of the council must be signed by at least 25 electors in districts having 1,000 electors and by at least 10 in districts having a smaller number. The term of office is 6 years, one-half of the members being elected every 3 years.

The councils of experts in Belgium have jurisdiction concerning disputes either among employees or between employers and their employees, their scope being thus somewhat wider than in France. Parties to a dispute not coming technically under the jurisdiction of the council may also by common accord refer the matter to it for conciliation. Where the claim does not exceed 200 francs in value the decision of the council is final. Each council establishes within itself a board of conciliation consisting of 2 members, before whom all disputes must be brought in the first instance, with provision for appeal to the general board. Either party to a dispute may take the initiative before the board, and the other party is summoned formally as in a suit at law, but the first endeavor of the council is to bring about a voluntary agreement between the parties. The council has power to summon witnesses to establish facts as to which the parties disagree. The decisions of the council are enforceable in the same way as those of courts. The members of the council are allowed a small per diem, the expenses of maintaining the council being met by the communes in proportion to the number of working people employed in each commune represented within the jurisdiction of the council.

As in France, the work of these bodies practically does not extend at all to those general questions which cause strikes and lockouts.

2. Councils of industry and labor.[3]—Belgium first undertook to establish bodies for the settlement of general labor disputes by arbitration and conciliation in 1887,[4] on the basis of the recommendations made by the labor commission established in the preceding year. As at first proposed these bodies were to have only powers regarding the settlement of labor disputes, but later on the measure was modified so that they have many important duties connected with labor matters, particularly duties of an advisory nature.

Such a council of industry and labor may be created by royal decree in any locality in which its utility is demonstrated. The council may consist of a number of different sections representing different industries. The number of members in each section shall not be less than 6 nor more than 12, and shall be equally divided between employers and employees. The qualifications for electors are the same as for electors of the councils of experts, a separate electoral body being constituted for the selection of the employers' representatives and of the employees' representatives in each section of the council. Elections are held by general ticket. No person is elected on the first ballot unless he receives two-thirds of the number of votes cast. If a sufficient number of persons are not elected upon the first ballot a list of the candidates receiving the most votes is prepared and a second election is held. The term of office of the members is 3 years. Each section chooses from among its members a president and secretary.

The powers of these boards regarding arbitration and conciliation are very

[1] Bulletin, Department of Labor, Vol. V, p. 119.
[2] Act of July 31, 1889.
[3] Bulletin, Department of Labor, V, 129.
[4] Act of August 16, 1887.

indefinitely stated, no provision being made regarding the methods to be employed in settling disputes and no power to enforce their decisions being given.

The law simply provides: "When the circumstances seem to require it, the governor of the province, the mayor of the commune, or the president shall, upon the request of the employers or employees, convoke the section relating to an industry in which a conflict seems imminent. This section shall use its efforts to terminate the difficulty."

These councils of industry and labor have accomplished relatively little in the way of settlement of labor disputes. Indeed, there has been a considerable degree of indifference regarding the establishment of the councils, and it is only because of the activity of the Government in setting them up that they have become comparatively numerous. In 1892 the French Office du Travail, after making a careful study of the working of the Belgium law during the 2 years it had been in force, declared that "in spite of the efforts of the Government, it has been very difficult to overcome the indifference or silent hostility of both the employers and the workmen. Everywhere, it is stated, the number of persons who refrain from voting for the election of members for the councils has been large on the part of both the workmen and the employers, while in the case of several councils some of the sections could not be continued because of the entire absence of candidates and of voters." Statistics concerning the election of the councils which actually have been established were presented, and these showed that in many instances not more than one-fourth or one-fifth of the workers entitled to vote took the pains to do so, while in few instances did the proportion reach one-half.[1]

In 1899 one of the sections of the council of industry at Ghent, in an address to the other sections, lamented that out of the 14 sections originally established 6 were inactive on account of the neglect of the employers to present candidates.[2]

It appears, also, that even where boards have been constituted their chief function, and one in which they have doubtless served a valuable end, has been that of furnishing information and expressions of opinion to the Government, rather than in settling disputes. From time to time the Government has summoned the councils of particular districts, or sections of the same industries in different councils, to hold special sessions and furnish information or recommendations upon particular subjects. Thus, in 1899, the coal-mining sections were required to give information as to the existing rates of wages compared with those of previous years.

Two years after the system had been introduced the French bureau of labor reported that only in rare instances had there been any attempt on the part of these councils to settle labor disputes, and a study of individual instances showed that little success had attended these efforts.[3] The reason for this failure is attributed by the French authorities to the fact that the sections frequently include several really distinct trades, so that their representatives are not fitted to decide disputes relative to a particular trade, and also to the fact that the councils attempt to unite two properly distinct functions, that of acting as a consultative body to the Government and that of conciliation and arbitration. The reports of the Belgian bureau of labor for 1899 show only two or three instances of the intervention of the councils in labor disputes, and these apparently of little importance, since they are dismissed with a brief paragraph, and since they affected comparatively few workers.[4]

In 1892 there was established in Belgium a higher council of labor (Conseil Superieur du Travail), whose chief object is to constitute a center for the action of the various councils of industry and labor and to act as an advisory body regarding industrial matters. It is composed of 48 members, 16 of whom are employers, 16 workingmen, and 16 persons who have a special knowledge of economic and labor matters.[5]

3. Conciliation in the collieries of Mariemont and Bascoup.[6]—A very elaborate and apparently very satisfactory system of joint boards of conciliation has existed for some time in the great collieries of Mariemont and Bascoup, operated by the same company and located in the province of Hainault. These companies employ more than 6,000 men. The main credit for the establishment of the system belongs to M. Julien Weiler, who was for many years the manager of the companies. The movement was started in 1876, after a prolonged strike in the Mariemont mines. M. Weiler was influenced by Crompton's book on industrial conciliation. He

[1] Rapport de l'Office du Travail, Conciliation et Arbitrage, pp. 447–449.
[2] Belgian Revue du Travail, 1899, p. 1311.
[3] Conciliation et Arbitrage, pp. 451–459.
[4] Belgian Revue du Travail, 1899, pp. 372, 894, 1310.
[5] Bulletin, Department of Labor, Vol. V, p. 134.
[6] See on this subject paper of Mrs. J. S. Lowell before Congress on Industrial Conciliation and Arbitration, 1894.

first established what he called chambers of explanation (chambres d'explications) in the workshops and construction departments of the company. Each of the different trades represented in these shops was to have its own joint committee, composed of 6 workmen and 6 of the officers or foremen of the company.

M. Weiler says that at first the system did not work satisfactorily. The workmen distrusted the purpose of the employers and felt shy in the presence of the representatives of the company. The meetings were not sufficiently informal. Later on the practice was somewhat modified, and the workmen became more familiar with it and more inclined to present their views and grievances. The system was gradually extended to other departments of the service, though not to the mines themselves. As the result, various grievances which the company had scarcely known to exist have been remedied. M. Weiler reported in 1888 that the boards had been in operation 12 years, to the complete satisfaction of both parties.

In the latter year a more formal method of conciliation and arbitration was established for the two great collieries themselves. In each a board was established, half of whose members were workingmen and half officers of the company. These boards have definitive power to settle certain questions arising between employers and employees, especially as to wages, and are not, as in case of the chambres d'explications, mere meetings for the explanation of grievances.

Records of the work of these new boards of conciliation for the years 1889 and 1891 have been made available by the researches of Mrs. Josephine Shaw Lowell. It appears that they have worked very successfully and have decided many important questions. All questions must first be submitted to the chambres d'explications, and are only brought before the boards of conciliation in case of failure to reach a settlement. During 1890 there were before the Bascoup board 39 questions of general interest bearing upon the condition of more than one group of workmen, 15 special questions relating to one group or one shop, and 3 individual questions.

Various expressions of opinion have been made by members of the company and by prominent workmen, and apparently all are extremely favorable as to the working of this system in the collieries of Mariemont and Bascoup.

IV. GERMANY.[1]

As in France and most other European countries, the main purpose of the arbitration tribunals established in Germany is to settle the minor disputes between employers and employees growing out of the labor contract itself, rather than to settle general disputes involving the terms and conditions of employment. Two sets of tribunals are established by the German law for this purpose.

Hand industry is still much more common in Germany than in England or the United States. The old system of trade guilds among hand workers still prevails, and is encouraged by a statute providing for the incorporation of such guilds and for their regulation. The German law of 1897 concerning guilds provides that persons who carry on trades on their own account can form guilds for the advancement of their common trade interests. One of the functions of these guilds is the adjustment of disputes between members of the guilds and their apprentices. For this purpose arbitration tribunals may be organized by them, whose jurisdiction excludes that of the local arbitration boards provided for by the law of 1890, described below. These tribunals must be composed of a president, designated by the Government, and not necessarily a member of the guild, and at least 2 other members, half chosen from among guild members by the guild itself, and half chosen by journeymen and other employees of guild members. The decisions of these bodies are enforceable as civil judgments, although an appeal may be taken to the ordinary arbitration authorities, except in certain cases where the matter in dispute does not exceed 100 marks in value.

Prior to 1890 various local arbitration tribunals had grown up in different parts of Germany. Some of these tribunals had been organized by the local authorities themselves. They were lacking, however, in efficiency, and the absence of uniformity in their character and methods was a considerable disadvantage. This evil was remedied by the general arbitration law of July 29, 1890.

This measure does not compel the establishment of arbitration tribunals, but permits local authorities, whether of communes or provinces, to establish them with the approval of the central government. Once established, however, the organization and procedure of the tribunals must be essentially uniform. The

[1] Bulletin, Dept. of Labor, Vol. V, pp. 319, 371–378.

arbitration tribunals may be established for single communes, parts of communes, or unions of communes, and for all of the industries of the district or only for particular groups of industries. The law contains special provisions concerning arbitration courts for the industries of coal mining, salt manufacture, quarrying, etc. The law relates only to factory employees, not applying to the handicraft trades above referred to.

Each arbitration tribunal must consist of a president and deputy president, who are elected by the local authorities for a term of not less than 1 year, neither of whom may be an employer or employee, and of not less than 4 associates. These associates must be elected in equal numbers by the employers and employees. Only those persons are electors who have completed their twenty-fifth year and who have been employed at least 1 year within the jurisdiction of the court and in the industries covered by it. The members of the court must be at least 30 years of age, and their term of office must be not less than 1 nor more than 6 years. Associates are not paid a salary, but are recompensed for time lost and for traveling expenses.

When actually exercising its functions an arbitration board must consist of the president, 1 employer, and 1 employee, unless by local statute it is provided that a larger number of associates shall be called. Parties may not be represented by counsel or persons who make a business of court proceedings. If the parties duly appear, effort must first be made by the arbitration tribunal to bring about an amicable settlement. If such agreement is reached, its terms must be recorded in the minutes. If no agreement is reached, the case goes to trial, and after taking evidence the court renders its judgment, which is enforceable according to the general rules relating to civil procedure. The costs of procedure are made very low.

The power of these boards to render enforceable decisions extends only to matters growing out of the labor contract, to claims on account of services rendered or for indemnities arising out of the relation of employer and employee, and similar matters. If the amount in dispute exceed 100 marks, an appeal may be taken to the district court.

The German arbitration tribunals are also given power, however, to act as boards of conciliation in more general labor disputes, where their services are jointly requested by the parties. When sitting as such a board of conciliation, a tribunal must consist of the president, 2 employer associates, and 2 employee associates. This number may, however, be increased by the addition of an equal number of experts (Vertrauensmänner) for employers and employees. The board first endeavors to effect conciliation. In case of failure to do so it renders a decision on the points of dispute by majority vote. If, however, it is found that all the employer associates and experts voted one way, and all the employee associates and experts voted another way, the president may withhold his vote and declare that a decision has not been reached. When a decision is announced, the parties must declare within a specific time whether they will abide by it or not.

V. AUSTRIA.[1]

The laws of Austria, like those of Germany, provide for the organization of trade guilds in the handicraft trades, and require them to establish arbitration committees for the adjustment of disputes between guild members and their employees.

In addition to these provisions, a law of 1869 was designed to permit the establishment of arbitration tribunals after the model of the French councils of prud-hommes. This law, however, proved ineffective, since the creation of councils was entirely voluntary with members of industries. A new law of 1896[2] accordingly provided for the compulsory establishment of such arbitration tribunals whenever deemed desirable by the local authorities or central government. In general, it is expected that the initiative in the creation of the courts will come from the provincial councils or from local boards of trade and industry, factory inspectors, and other industrial bodies. If the recommendation of these authorities be approved by the minister of justice, acting in conjunction with the other ministers concerned with the branches of industry to which the courts specially relate, an order is issued establishing a court. Its jurisdiction may include a commune, part of a commune, or a number of communes, and may cover all classes of industries or one particular class.

[1] Bulletin, Dept. of Labor, Vol. V, pp. 590–596.
[2] Act of November 27, 1896.

Each court consists of a president, a substitute, and not less than 10 associates representing employers and 10 representing employees. The president and his substitute are appointed by the minister of justice and must have the qualifications necessary for judges. The associates must be at least 30 years old. They are elected for 4 years, one-half retiring from office every 2 years. If either the employers or employees entitled to elect members of the court refrain from doing so, the public authorities may appoint representatives for them. Associates are not salaried, but are granted their actual expenses, while those chosen from among the workingmen are indemnified for loss of time.

For the purpose of transacting business each industrial court consists of the president and 1 employer and 1 employee associated. Parties may be represented by an agent or other employee.

The jurisdiction of these arbitration tribunals is minutely defined in the law, but may be stated in general to include only such matters as grow out of the labor contract. The original jurisdiction of the courts is not limited by the amount in dispute, but its judgment as to all matters involving more than 50 gulden ($20.30) is subject to appeal to the civil courts. There is no provision as in Germany for conciliatory action by these tribunals in regard to general labor disputes.

CHAPTER VI.

ARBITRATION IN AUSTRALASIAN AND OTHER BRITISH COLONIES.

Experiments in legislation have been peculiarly numerous in recent years in the Australasian colonies. Labor legislation has been enacted in the various colonies, much of which goes further in its regulation of the conditions of labor than the legislation of any other country. During the past decade the movement in these colonies in favor of peaceful methods of settling labor disputes has been a very marked one. Here it is that the first attempt at compulsory arbitration has been made. New Zealand established this system as early as 1894 and Western Australia followed in 1900. Elaborate arbitration acts have also been adopted in South Australia and in New South Wales, and in the last-named colony the question of adopting compulsory arbitration is being seriously considered along the lines of the New Zealand measure, having received strong support during the legislative session of 1900. Voluntary arbitration has also made considerable progress in these colonies.

I. NEW ZEALAND.

1. **History of movement.**[1]—It was by the great maritime strike, which spread over the whole of Australasia, that Mr. Reeves, the New Zealand minister of labor, was led to make a thorough study of arbitration as a remedy for labor disputes. He examined all the arbibration laws which had been passed and studied their workings. He declared that he had found the Massachusetts Board of Conciliation and Arbitration to be "the one voluntary State tribunal that seems to do good work." The intervention of this board had been successful in many small cases in which strong passions had not been aroused; but Mr. Reeves declared that the experience of other countries, not excepting the experience of Massachusetts, confined as it had been to voluntary conciliation and arbitration, was a record of failure wherever it was most important that it should succeed and a success only when success was of comparatively little consequence.

The compulsory arbitration bill was first submitted to the New Zealand parliament in 1892. It was offered again in 1893 and 1894. It passed the lower house 3 times before it was got through the upper house. At last, in 1894, it was passed without change in its fundamental principles and with the concurrence of the leader of the opposition and several of his most important followers. The leader of the opposition said: "I believe that we have to a great extent the very best bill that can be devised in the interests of the colony." The bill took effect in January, 1895. The first case under it was tried in May, 1896.

2. **Description of New Zealand law.**—For the information of those who may desire to make a more detailed study of the New Zealand arbitration legislation the full text of the law, as amended, is given as a note at the end of this section.[2]

[1] Lloyd, A Country Without Strikes. See especially introduction by W. Reeves, author of arbitration bill.

[2] Mr. Lloyd summarizes the main points of the New Zealand law as follows:
"1. It applies only to industries in which there are trade unions.
"2. It does not prevent private conciliation or arbitration.
"3. Conciliation is exhausted by the State before it resorts to arbitration.
"4. If conciliation is unsuccessful, the disputants must arbitrate.
"5. Disobedience of the award may be punished or not at the discretion of the court.
"The compulsion of the law is threefold—compulsory publicity; compulsory reference to a disin-

It is especially to be observed that the law applies only to disputes in which associations of workingmen are concerned. While an individual employer may demand the arbitration of a dispute between himself and a labor organization, whether that organization be registered under the new law or otherwise, employees may bring their demands before the arbitration tribunals only in case they have registered under the arbitration law or under the trade-union law and have made themselves subject to their respective obligations. The New Zealand parliament recognized the practical impossibility of carrying on effective arbitration, or even effective conciliation, where one party is an unorganized body of workingmen.

The provisions regarding the registry of industrial unions, the term applied to organizations of employees and employers alike, are more fully described elsewhere.[1] In general, it may be said that any organization may register on complying with certain requirements, and thereby becomes a body corporate, with power to sue and be sued, to hold property, and to make enforceable agreements regarding conditions of labor or other matters. The provisions regarding industrial agreements are especially important. They are to be duly filed with the supreme court, and may be enforced in the same manner as awards of the court of arbitration. Any union so registered or registered under the trade-union act has the power to compel others with whom it has industrial relations to submit matters in dispute to arbitration.

The New Zealand law makes provision for conciliation as a first means for bringing about the settlement of disputes, and it was the thought of the framers of the measure that disputes would seldom be carried to the actual decision of the arbitration court. The governor of the colony may divide it into industrial districts, in each of which a board of conciliation shall be established, to consist of not less than 4 nor more than 6 members. One-half of the members shall be employers and shall be elected by the employers' unions in the district, and the other half shall be employees and elected by the registered labor unions. It is especially noteworthy that only registered unions of employers and employees partake in the selection of these boards of conciliation. If for any reason the majority or all of the employers in a district see fit to refrain from forming organizations of employers, those refraining have no share in selecting the board of conciliation, although they do have the right to bring disputes before the boards when once they are established, and may be compelled to submit to its intervention. So, too, unorganized workingmen, or labor organizations not registered under the act, have no share in the election. In case, for any reason, organizations of employers or employees fail to elect the members whom they are entitled to choose, the governor may appoint fitting persons to complete the membership of the board. The members of each board are required to select an impartial person, not one of their own members, to act as chairman.

In addition to these boards of conciliation, which have no final authority to decide disputes, there is a court of arbitration for the whole colony. This consists of 3 members, all appointed by the governor, but 1 chosen from among candidates to be recommended by the councils of the industrial associations of employers (each council being entitled to recommend a candidate), and another appointed similarly from candidates recommended by the industrial associations of employees. Local unions of employees do not take part in these recommendations, but only central organizations comprising several local unions. So, too, associations of unions of employers only take part in the nomination, unless there be no such associations, in which case local unions of employers may do so. The third member of the court, who is its president, is to be a judge of the supreme court selected by the governor. This latter provision is important as giving a judicial character and standing to the proceedings.

Any employer or association of employers may apply to a board of conciliation to intervene in a dispute with their employees, provided such employees are organized under the arbitration law or the trade-union law. Similarly any organization of employees, which is duly registered, may apply to the board of conciliation. If the board of conciliation considers that there is a sufficient reason for

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terested arbiter, provided the disputants will not arbitrate voluntarily; compulsory obedience to the award.

"It does not forbid nor prevent disputes, but makes the antagonists fight their battles in court according to a legal code instead of the ordinary 'rules of war.'

"There is no 'making men work by law' and no 'fixing of wages by law.' The law says only that if they work it must be without strikes and lockouts, and that, if they can not agree as to prices, the decision shall be left to some impartial person and not fought out."

No disputes can be considered except in trades in which there are trade unions, and then only if the unions have registered under the law. Any 7 persons can form a trade union under the act and claim all its privileges. (Lloyd, A Country Without Strikes, pp. 16–18.)

[1] See p. 620.

action on its part, it may give notice to the other party and may proceed with its investigations. The compulsory feature here has to do with initiation of investigations; the boards of conciliation have no power to compel obedience to their awards. The proceedings before these boards are very informal and inexpensive; no counsel or solicitor is allowed to appear unless all the parties consent thereto. Each board has ample power to summon witnesses. It may appoint experts to assist in the investigation of technical questions, and these are deemed members of the board for the purpose of settling these particular matters. The chief function of the board is to ascertain facts and to endeavor to reconcile the parties. It may from time to time make suggestions to the parties and endeavor to bring about an agreement. If no settlement is finally reached by the consent of the disputants, the board shall decide the question according to its merits, and shall make a report or recommendation in writing. Each party, however, may appeal to the court of arbitration for a further investigation and the rendering of a binding decision. In the absence of such an appeal, the effect of the action of the board of conciliation depends altogether on the will of the parties, who may or may not agree to be bound by it. Any board of conciliation may refer matters upon which it can not agree to the court of arbitration, or if the board can not agree, it may simply report that fact, leaving it to the parties to appeal to the higher court if they see fit.

The court of arbitration conducts its proceedings with greater formality than the boards of conciliation, the methods being in some regards similar to those in a law court, but simpler and less expensive. Technical errors in the proceedings may not be allowed to invalidate the decision. Counsel or solicitors may appear for the parties. The court has full power to summon witnesses and secure books and papers. The court may refer matters to a local board of conciliation for investigation and report and shall, in such case, base its award on the report of the board.

The most interesting provisions are those regarding the enforcement of the award of the court of arbitration. The award must define clearly the persons or organizations to which it applies, and is binding upon them for such time, not exceeding two years, as the court shall fix. If an organization is named in the decision, all persons who are members at the time or who thereafter become members are bound by it. An award may direct the payment of money by one party to the other, and in such case the payment may be enforced by order of court. Awards may also prescribe the conditions of labor. A special provision declares that the court may prescribe a minimum rate of wages, with special permission for the payment of a lower rate in the case of any worker unable to earn the prescribed minimum. Any person or organization thereafter violating the terms of the award is subject to penalty, the amount to be determined by the court of arbitration on the application of the aggrieved party after proper hearing. The amount of penalty which may be assessed against any person shall not exceed £500, nor shall the aggregate of penalties and costs, as regards all parties, exceed £500. All property belonging to the judgment debtor, including the property of organizations of employers or employees, may be seized in payment of the judgment, and if the property of an organization is insufficient to meet any penalty assessed against it, its members may be held liable for the deficiency, provided that no member shall be liable for more than £10 under this provision.

While the provisions regarding the enforcement of awards are not altogether clear, it is apparently the case that penalties for the violation of awards on the part of workingmen could be assessed in the first instance only against the organization as such, not directly against individual members. The organization would be able to hold its members in line by the provision that no member may withdraw without giving 3 months' notice or without paying all his dues. It is, nevertheless, obvious that circumstances might arise under which a large number of members of an organization might, against the will of the organization, violate the terms of an award and withdraw from membership after giving the required notice and before any penalties could be collected from them. As yet there has been no experience of this sort.

When the law was first passed the only penalty for violation of the judgments of the court was imprisonment. This seemed so harsh a penalty that the judges evaded it by every possible technicality, and the workingmen would not ask for the imprisonment of their employers even when they felt themselves aggrieved. The law has been amended so that a fine not exceeding $2,500 may be inflicted, and this is found greatly to increase the efficacy of the act.[1]

[1] Lloyd, A Country without Strikes, pp. 29.

[Note.]

THE NEW ZEALAND INDUSTRIAL CONCILIATION AND ARBITRATION ACT AS AMENDED.

[Act of August 31, 1894, as amended October 18, 1895, October 17, 1896, and November 5, 1898. Amendments incorporated in original law by Dr. W. F. Willoughby in Bulletin of the Department of Labor VI, pp. 207–230, from which this text is taken.]

AN ACT to facilitate the settlement of industrial disputes by conciliation and arbitration [31st August, 1894]. [1]

Be it enacted by the general assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:

1. The short title of this act is "The Industrial Conciliation and Arbitration Act, 1894." It shall come into force on the first day of January, 1895.

2. In this act, unless the context otherwise requires—

"Association" means an industrial association registered pursuant to this act.

"Board" means a board of conciliation for an industrial district constituted under this act, and includes a special board of conciliation.

"Court" means the court of arbitration constituted under this act.

"Employer" includes persons, firms, companies, and corporations employing workers. [2]

"Industrial dispute" means any dispute arising between one or more employers or industrial unions, trade unions, or associations of employers and one or more industrial unions, trade unions, or associations of workers in relation to industrial matters as herein defined.

"Industrial matters" means all matters or things affecting or relating to work done or to be done, or the privileges, rights, or duties of employers or workers in any industry, and not involving questions which are or may be the subject of proceedings for an indictable offense; and, without limiting the general nature of the above definition, includes all or any matters relating to—

(a) The wages, allowances, or remuneration of any persons employed in any industry, or the prices paid or to be paid therein in respect of such employment.

(b) The hours of employment, sex, age, qualification or status of workers; and the mode, terms, and conditions of employment.

(c) The employment of children or young persons, or of any person or persons or class of persons in any industry, or the dismissal of or refusal to employ any particular person or persons or class of persons therein.

(d) Any established custom or usage of any industry, either generally or in the particular district affected.

(e) Any claim arising under an industrial agreement.

"Industrial union" means an industrial union registered and incorporated under this act.

"Industry" means any business, trade, manufacture, undertaking, calling, or employment of an industrial character.

"Officer" of a trade union, industrial union, or association of workers, means only the president, vice-president, secretary, or treasurer of such body.

"Prescribed manner" means the manner prescribed by regulations made pursuant to this act.

"Registrar" means the registrar of friendly societies.

"Supreme court office" means the office of the supreme court in the district constituted under the supreme court act, 1882, wherein any matter arises to which such expression relates; and, where there are two such offices in any such district, it means that one of such offices which is nearest to the place or locality wherein any such matter arises.

"Trade union" means any trade union registered under the trade-union act, 1878.

Words in this act referring to any clerk, person, officer, office, place, locality, union, association, or other matter or thing shall be construed distributively as referring to each clerk, person, officer, office, place, locality, union, association, or matter or thing to whom or to which the provision is applicable.

PART I.

REGISTRATION OF INDUSTRIAL UNIONS AND ASSOCIATIONS.

(1) *Industrial unions.*

3. A society consisting of any number of persons, not being less than 5, [3] residing within the colony, lawfully associated for the purpose of protecting or furthering the interests of employers or workers in or in connection with any industry in the colony, and whether formed before or after the passing of this act, may be registered as an industrial union pursuant to this act on compliance with the following provisions:

(1) An application for registration, stating the name of the proposed industrial union, shall be made to the registrar, signed by two or more officers of the society.

(2) Such application shall be accompanied by (a) a list of the members and officers of the society; (b) two copies of the rules of the society; (c) a copy of a resolution passed by a majority of the members present at a general meeting of the society specially called in accordance with the rules for that purpose only and desiring registration as an industrial union.

(3) Such rules shall specify the purposes for which the society is formed, and shall provide for—

(a) The appointment of a committee of management, a chairman, secretary, and any other necessary officers, or, if thought fit, of a trustee or trustees; and for supplying any vacancy occurring through any cause prescribed by the rules, or by death or resignation.

(b) The powers, duties, and removal of the committee, and of any chairman, secretary, or other officer or trustee of the society, and the control of the committee by general or special meetings.

(c) The manner of calling general or special meetings, the quorum thereat, and the manner of voting thereat.

(d) The mode in which industrial agreements and any other instruments shall be made and by whom executed on behalf of the society, and in what manner the society shall be represented in any proceedings before a board or the court.

(e) The custody and use of the seal, including power to alter or renew the same.

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[1] The words "to encourage the formation of industrial unions and associations and" appearing immediately after the word "act" in the principal act were suppressed by the amendment act of 1898.

[2] The principal act uses the word "workmen." The amendment act of 1895 provides that the word "workers" shall be substituted for "workmen" throughout the act.

[3] Changed from 7 in the principal act to 5 by the amendment act of 1895.

') The control of the property of the society, and the investment of the funds thereof; and for an
nual or other periodical audit of the accounts.
g) The inspection of the books and the names of members of the society by every person having
interest in the funds thereof.
h) A register of members and the mode in which and the terms on which persons shall become or
se to be members, and so that no member shall discontinue his membership without giving at
st 3 months' previous written notice to the secretary of intention so to do, nor until such member
paid all fees or other dues payable by him to the union under its rules, and which fees or dues,
o far as they are owing for any period of membership subsequent to the registration of the society
der this act, may be sued for and recovered in any court of competent jurisdiction by any person
authority empowered to do so by law or by such rules.
i) The conduct of the business of the society at some convenient address to be specified, and to be
ted the registered office of the society.
. (1) The rules may also provide for any other matters not contrary to law, and for their amend-
nt, repeal, or alteration, but so that the requisites of subsection three of the last preceding section
ll always be provided for.
2) Copies of all amendments or alterations of any rules shall, after being verified by the secretary
some other officer of the society, be sent to the registrar, who shall record the same.
3) A printed copy of the rules of the society shall be delivered by the society to any person requir-
g the same on payment of a sum not exceeding one shilling [24 cents].
Notwithstanding anything to the contrary contained in section three of the principal act, it is
reby enacted as follows: Where a copartnership firm is a member of any such society, each indi-
dual partner residing in New Zealand shall be deemed an individual member of the society, and
o of the industrial union when such society is registered as a union; any incorporated or registered
mpany may be registered as an industrial union of employers.[1]
Each industrial union shall be deemed to be in the industrial district wherein its registered office
situate, and shall exercise its right of voting at the election of the board of that district accordingly,
in any industrial district in which such industrial union shall carry on its business, or any branch
part of its business; and for such purpose any such union may be also registered in any or every of
ch industrial district or districts.[2]
In the case of any incorporated or registered company the directors shall sufficiently represent the
embers for the purpose of the application to register as an industrial union of employers, and the
solution prescribed by subsection one of section three of the principal act may accordingly be a
solution of the directors.[3]
5. On being satisfied that the provisions of section three in relation to an application for registra-
on have been complied with, the registrar shall register the society, without fee, as an industrial
nion pursuant to the application, and shall issue a certificate of registry and incorporation, which,
nless proved to have been canceled, shall be conclusive evidence of the fact of such registration and
ncorporation, and of the validity thereof.
6. Upon receiving such certificate every such industrial union shall become a body corporate, by
he registered name, having perpetual succesdon until dissolved or the registration thereof is can-
eled as hereinafter provided, and shall have a common seal. There shall be inserted in the regis-
ered name of every industrial union the word "employers" or "workers" according to whether
uch union shall be a union of employers or workers, as thus: The Bootmakers' Industrial Union of
Workers.
7. Any industrial union may purchase or take on lease, in the name of the union or of trustees for
uch union, any house or building and any land, and may sell, mortgage, exchange, or let the same,
r any part thereof; and no purchaser, assignee, mortgagee, or tenant shall be bound to inquire
whether the union or the trustees have authority for such sale, mortgage, exchange, or letting; and
he receipt of such trustees shall be a discharge for the money arising therefrom.
8. Any trade union registered under the trade-union act, 1878, may be registered by the same name
(with the insertion of such additional words as aforesaid) under this act by making application to
the registrar for the purpose; and the registrar shall register such trade union as an industrial union
accordingly, and issue a certificate of registration and incorporation as hereinbefore provided.
For the purposes of this act every branch of a trade union shall be considered as a distinct union,
and may be separately registered as an industrial union under this act: and the rules for the time
being of any trade union, with such addition or modification as may be necessary to give effect to
this act, shall be deemed to be the rules of the industrial union when registered under this enact-
ment: Provided that the registrar shall not refuse to register a trade union the rules of which contain
such addition or modification as aforesaid, unless such rules are distinctly contrary to some express
provision of this act.
9. No industrial union shall be registered under a name identical with that by which any other
industrial union has been registered under this act, or by which any other trade union has been
registered under the trade-union act, 1878, or so near resembling any such name as to be likely to
deceive the members or the public.
10. The effect of registration shall be to render the industrial union, and all persons who may be
members of any society or trade union registered as an industrial union at the time of registration, or
who after such registration may become members of any society or trade union so registered, subject
to the jurisdiction by this act given to a board and the court respectively, and liable to all the provi-
sions of this act, and all such persons shall be bound by the rules of the industrial union during the
continuance of the membership.
11. Any industrial union may at any time apply to the registrar in the prescribed manner for a
cancellation of the registration thereof, and the registrar, after giving six weeks' public notice of his
intention so to do, may cancel such registration; but no registration shall be canceled during the
progress of any conciliation or arbitration affecting such union until the board or court has given its
decision or made its award, nor in any case unless the registrar shall be satisfied that the cancellation
is desired by a majority of the members of the union; and no cancellation of any registration shall
relieve any industrial union, or any member thereof, from the obligation of any industrial agreement
or award of the court.

(2) *Industrial associations.*

12. Any council or other body, however designated, representing any number of industrial unions
established within the colony may be registered as an industrial association pursuant to this act.
All the provisions of this act hereinbefore contained in sections three to eleven, inclusive, shall,

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[1] This paragraph was inserted by the amendment act of 1895. The clause making five the minimum membership of an industrial union is not reproduced, as the change has already been noted.
[2] This paragraph was inserted by the amendment acts of 1895 and 1896, the latter amending the former by adding the part beginning with "or in any industrial district," etc.
[3] This paragraph was inserted by the amendment act of 1896.

III. BELGIUM.

1. Councils of experts.[1]—The conseils de prud'hommes, or councils of experts, in Belgium originated in the same statute of 1806 which established these councils in France. Belgium being at that time a dependency of France. Councils were created in Bruges in 1809 and in Ghent in 1810. Later acts were passed by the Belgian Government, and finally, on the recommendation of the Labor Commission of 1886, a new general law regulating the councils was adopted in 1889.[2] The general character and organization of these councils of experts in Belgium is very nearly the same as in France.

Councils are established by royal decree for particular trades or groups of trades in particular districts. The number of members is also fixed by the decree but must be not less than 6, exclusive of the president and vice-president, if they are selected from outside the councils, as may be the case. The president and vice-president are appointed by royal decree, not elected by the councils, as in France. The qualifications of electors for members of the councils are an age of 25 years and 4 years' connection with the industry. An equal number of representatives of employers and of employees are elected by these classes, respectively. Nominations for members of the council must be signed by at least 25 electors in districts having 1,000 electors and by at least 10 in districts having a smaller number. The term of office is 6 years, one-half of the members being elected every 3 years.

The councils of experts in Belgium have jurisdiction concerning disputes either among employees or between employers and their employees, their scope being thus somewhat wider than in France. Parties to a dispute not coming technically under the jurisdiction of the council may also by common accord refer the matter to it for conciliation. Where the claim does not exceed 200 francs in value the decision of the council is final. Each council establishes within itself a board of conciliation consisting of 2 members, before whom all disputes must be brought in the first instance, with provision for appeal to the general board. Either party to a dispute may take the initiative before the board, and the other party is summoned formally as in a suit at law, but the first endeavor of the council is to bring about a voluntary agreement between the parties. The council has power to summon witnesses to establish facts as to which the parties disagree. The decisions of the council are enforceable in the same way as those of courts. The members of the council are allowed a small per diem, the expenses of maintaining the council being met by the communes in proportion to the number of working people employed in each commune represented within the jurisdiction of the council.

As in France, the work of these bodies practically does not extend at all to those general questions which cause strikes and lockouts.

2. Councils of industry and labor.[3]—Belgium first undertook to establish bodies for the settlement of general labor disputes by arbitration and conciliation in 1887,[4] on the basis of the recommendations made by the labor commission established in the preceding year. As at first proposed these bodies were to have only powers regarding the settlement of labor disputes, but later on the measure was modified so that they have many important duties connected with labor matters, particularly duties of an advisory nature.

Such a council of industry and labor may be created by royal decree in any locality in which its utility is demonstrated. The council may consist of a number of different sections representing different industries. The number of members in each section shall not be less than 6 nor more than 12, and shall be equally divided between employers and employees. The qualifications for electors are the same as for electors of the councils of experts, a separate electoral body being constituted for the selection of the employers' representatives and of the employees' representatives in each section of the council. Elections are held by general ticket. No person is elected on the first ballot unless he receives two-thirds of the number of votes cast. If a sufficient number of persons are not elected upon the first ballot a list of the candidates receiving the most votes is prepared and a second election is held. The term of office of the members is 3 years. Each section chooses from among its members a president and secretary.

The powers of these boards regarding arbitration and conciliation are very

[1] Bulletin, Department of Labor, Vol. V, p. 119.
[2] Act of July 31, 1889.
[3] Bulletin, Department of Labor, V, 129.
[4] Act of August 16, 1887.

...ction of that officer, and shall in the presc...
...or done by or before him.
...may be held either separately or in conjunc...
...ernor may determine, and he shall be paid...
...ks fit.
...ty of the clerk—
...ter, and deal with all applications withi...
...to the board for the district, or to the cou...
...board or court for the purpose of dealing w...
...in which shall be entered the particula...
...de to and by the board, and of all referen...

...mouses to witnesses to give evidence befo...
...ll other acts in connection with the sittin...

...all such things and to take all such procee...
...by this act or in the prescribed manner, o...
...gistrar.
...the court, and, being authorized in writing...
...respectively, or any officer of such board...
...time between sunrise and sunset—
...any manufactory, building, workshop, factor...
...ses of any kind whatsoever, wherein or in r...
...being or has been done or commenced, or a...
...been made the subject of a reference to suc...
...view any work, material, machinery, app...
...such manufactory, building, workshop, factor...
...premises as aforesaid;
...any person or persons who may be in or upon an...
...mine workings, ship or vessel, shed, place,...
...to any matter or thing hereinbefore mentioned,...
...shall hinder or obstruct the board or court, or any...
...rcise of any power conferred by this section, or w...
...or officer thereof, respectively, duly authorized as...
...said to any such manufactory, building, workshop, ...
...place, or premises, or shall refuse to answer any...
...such offense be liable to a penalty not exceeding £...
...ons shall be disqualified from being appointed or e...
...a member of any board, or as president or a member...
...shall be incapable of continuing to be such member, pres...
...has not obtained his final order of discharge;
...ted of any crime for which the punishment is death o...
...of 3 years or upward; or
...sound mind.
...ding a seat on one board shall hereafter be eligible for, no...
...board, and if he is so elected his election shall be void.[1]
...himself to be nominated for election as member of more b...
...void.[1]
...person's election becoming void under this section the gov...
...nt, in the same manner as if the prescribed number of me...
...tion 36 of the principal act to the contrary notwithstandin...
...ply both to boards of conciliation and to special boards of c...
...affect the operation of section 41 of the principal act, nor...
...before the coming into operation of this act.)
...ustrial dispute shall be referred to a board or court as herein...
...ciation, trade union, or society, whether of employers o...
...a party to the proceedings before the board or court shall, o...
...any act or thing in the nature of a strike or lockout, or suspe...
...in any industry affected by such proceedings, but each party...
...as the case may be, until the board or court shall have come...
...act. But nothing herein shall be deemed to prevent any...
...industry, or from working therein, for any other good cause.
...shall be referred for settlement to a board by an industrial a...
...ion, and no application shall be made to the court for the en...
...nce of a resolution passed by a majority of the members pre...
...notice being posted to each member, stating the nature of t...
...ing.[2]

(2) *Boards of conciliation.*

...industrial district there shall be established a board of conc...
...ment of industrial disputes occurring in such district which...
...the parties to an industrial dispute or by industrial agreemen...
...determine the number of persons who (together with the c...
...such district, subject, however, to the express provisions of th...
...in the notice of the constitution of the district.
...first and subsequent elections of boards, the following p...
...consist of such equal number of persons as the governor m...
...nor less than four persons, who shall be chosen by the indus...
...kers in the industrial district respectively, such unions voting...
...of such members.
...such board shall be in addition to the number of members befo...
...quarter provided.
...be elected in the following manner:
...as returning officer, and do the acts and things hereinafter m...
...board shall be held within 30 days after the constitution of th...

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[1] ...paragraph was inserted by the amendment act of 1896.
[2] ...paragraph was inserted by the amendment act of 1898.

the returning officer shall give 14 days' notice in one or more newspapers circulating in the district of the day and place of election, which shall be so arranged that the industrial unions of employers shall vote at one time and the industrial unions of workers at another time on the day fixed: Provided that the governor may from time to time extend the period within which any elections shall be held for such time as he thinks fit.

(c) Persons shall be nominated for election in such manner as the rules of the industrial union may prescribe, or, if there be no such rule, nominations shall be made in writing by the chairman of the union, and lodged with the returning officer at least 3 days before the date of election. Each nomination shall be accompanied by the written consent of the person nominated, and forms of nomination shall be provided by the returning officer on application to him for that purpose.

(d) When all the nominations have been received the returning officer shall give notice of the names of persons nominated by affixing a list thereof on the door of his office at least one clear day before the day of election.

(e) If it shall appear that no greater number of persons are nominated than require to be elected the returning officer shall at once declare such persons elected.

If the number of persons so nominated exceeds the number required to be elected, then votes shall be taken as hereinafter provided.

(f) The returning officer shall preside at the election by each division of industrial unions entitled to vote, and the vote of each such union shall be signified in writing in the prescribed manner, and on being tendered by the chairman of the union, or by some person appointed by the union for that purpose in accordance with its rules, the returning officer shall record the vote in such manner as he thinks fit.

(g) Each industrial union shall have as many votes as there are persons to be elected by its division, and the persons having the highest aggregate number of votes in such division, not exceeding the number to be elected, shall be deemed elected.

(h) If it shall happen that two or more candidates have an equal number of votes the returning officer, in order to complete the election, shall give such votes to one or more of such candidates as he thinks fit: Provided that any candidate may in any such case agree to withdraw from the election.

(i) As soon as possible after the votes of each division of industrial unions have been recorded the returning officer shall ascertain what persons have been elected, as before provided, and shall state the result in writing, and forthwith post the same in some public place at the place of election.

(j) In case of any dispute touching the sufficiency of the nomination, the mode of election, or the result thereof, or any matter incidentally arising in or in respect of such election, the same shall be decided by the returning officer, whose decision shall be final.

(k) In case any election is not completed for any cause on the day appointed the returning officer may adjourn the election, or the completion thereof, to the next or any subsequent day, and may then proceed with the election.

(l) The whole of the voting papers shall be securely kept by the returning officer during the election, and thereafter shall be put in a packet and kept for 1 month, when he shall cause the whole of them to be effectually destroyed.

(m) Neither the returning officer nor any person employed by him shall (except in discharge of his duty) disclose for whom any vote has been given or tendered, either before or after the election is completed, or retain possession of or exhibit any voting paper used at the election, or give any information to any person as to all or any of the matters herein mentioned; and if any person shall commit a breach of this provision he shall be liable to a penalty not exceeding twenty pounds ($97.33).

But nothing herein contained shall be deemed to forbid the disclosure of any fact or the doing of any act hereby prohibited if the same be required in obedience to the process of any court of law.

(4) The clerk shall, after the completion of the election, appoint a day for the first meeting of the members elected, and shall give at least 3 days' notice in writing to each member. At such meeting the members shall elect some impartial person, not being one of their number and willing to act, to be chairman of the board.

33. As soon as may be after the election of the chairman the clerk shall transmit to the governor a list of the names of the respective persons elected as members and as chairman of the board, and the governor shall cause notice thereof to be published in the Gazette, and the date on which such notice is so published shall be deemed to be the date of election, and such notice shall be final and conclusive for all purposes.

34. The members of the board and the chairman shall hold office for the period of 3 years from the date of the publication of such notice in the Gazette, and until their successors are elected.

35. On the expiration of every third year after the first election of members of a board or a chairman thereof a new election shall be held, on such day as the governor may appoint, and new members and a chairman shall be elected in the manner hereinbefore provided in respect of first elections. Any retiring member or chairman shall be eligible for reelection, and all proceedings in and about such new election may be had and taken accordingly.

36. If the chairman or any member of a board shall die, resign, or be disqualified or incapable to act his office shall be vacant, and the vacancy shall be supplied in the same manner as the original election was made, and the person so elected shall hold office in the board only for the residue of the term of his predecessor therein. Members shall resign office by letter addressed to the chairman, and the chairman by letter to the board.

37. Upon any casual vacancy being reported to the clerk in the office of a member of a board he shall take all such proceedings as may be necessary to have an election by the class of industrial union entitled to vote in the election of such member, and the provisions as to general elections shall apply accordingly as far as applicable. In the case of a casual vacancy in the office of chairman the board shall meet on such day and time as they may appoint and elect a chairman to supply such vacancy.

38. (1) The presence of the chairman and of not less than one-half in number of the other members of a board shall be necessary to constitute a quorum.

(2) But in case of the illness or absence of a chairman the members may elect one of their own number to be chairman during such illness or absence.

(3) In all matters coming before any board the decision of the board shall be determined by a majority of the votes of the members present, exclusive of the chairman, except in the case of an equality of such votes, in which case only the chairman shall vote, and his vote shall decide the question.

39. If at any time the industrial unions entitled to vote shall neglect or refuse to vote at the election of a member of the board, whether in respect of a general election or a casual vacancy, or if the members of a board shall neglect or refuse to elect a chairman, the governor may in any such case appoint such fitting persons as members of the board or as chairman as may be necessary in any case to give effect to this act.

If and as often as for any reason the prescribed number of members of the board is not duly elected, or the prescribed number of members of the court is not duly recommended, as provided

by the principal act, the governor shall, by notice in the Gazette, appoint as many fit persons to be members of the board or court as may be necessary in order to make the prescribed number. The Gazette notice of such appointment shall be conclusive evidence of the happening of the events entitling the governor to make such appointment.[1]

Every person appointed by the governor to be member or chairman of a board shall be deemed to be elected within the meaning and for the purposes of section 33 of the principal act.[2]

This section shall take effect as from the date of the coming into force of the principal act.[2]

40. (1) No act of a board shall be questioned on the ground of any informality in the election of a member, nor on the ground that the seat of any member is vacant, or that any supposed member thereof is incapable of being a member.

(2) In the event of the period of office of any board expiring whilst such board is engaged in the investigation of any industrial dispute the governor may, by notice in the Gazette, continue such board in office for any time not exceeding one month, in order to enable its members to take part in the settlement of such dispute, and on the expiration of such month an election of a new board shall be held in the manner hereinbefore provided.

41. (1) Notwithstanding the election of a board under the provisions hereinbefore contained, or where no district shall have been constituted, a special board of conciliators may be appointed from time to time to meet any case of emergency or any special case of industrial dispute. Such board shall consist of an equal number of persons not exceeding six, all or any of whom may be members of the board of the district, and shall be chosen separately in equal numbers by employers and industrial unions of employers directly interested in such dispute and by industrial unions of workers so interested.

(2) The members of any such special board, together with a chairman, to be elected as provided in section 32, shall, except in respect of the duration of their office, be deemed to possess all the jurisdiction and powers of a board elected for an industrial district.

42. Any industrial dispute may be referred for settlement to a board either by or pursuant to an industrial agreement, or in the manner hereinafter provided:

(1) Any party to such a dispute may, in the prescribed manner, lodge an application with the clerk requesting that such dispute be referred for settlement to a board.

(2) The parties to such dispute may comprise—

(a) An individual employer, or several employers, and an industrial union, trade union, or association of workers.

(b) An industrial union, trade union, or association of employers, or an individual employer, or several employers, and an industrial union, trade union, or association of workers, or several such unions or associations.

But the mention of the various kinds of parties shall not be deemed to interfere with any arrangement thereof that may be necessary to insure an industrial dispute being brought in a complete shape before the board; and a party or parties may be withdrawn or removed from the proceedings and another or others substituted after the reference to the board and before any report is made, as the board shall allow or think best adapted for the purpose of giving effect to this act, and the board may make any recommendation or give any direction for any such purpose accordingly.

(3) An employer, being a party to a reference, may appear in person, or by his agent duly appointed in writing for that purpose, or by counsel or solicitor where allowed as hereinafter provided.

(4) An association, trade union, or industrial union, being party to a reference, may appear by its chairman or secretary, or by any number of persons (not exceeding three) appointed in writing by the chairman of the association or union for that purpose, or by counsel or solicitor where allowed as hereinafter provided.

(5) Every party appearing by a representative or representatives shall be bound by his or their acts.

(6) The clerk on receipt of any application for a reference to a board shall forthwith lay the same before the board mentioned in such application at a meeting of such board to be convened by him in the prescribed manner, and, subject to the provisions of this act, shall carry out all directions of the board in order to effect a settlement of the industrial dispute referred to it.

(7) No counsel or solicitor shall be allowed to appear or be heard before a board, or any committee thereof, unless all the parties to the reference, or interested in the matter referred to a committee, shall expressly consent thereto.

When any industrial dispute has been referred for settlement to a board or the court, any employer, association, trade union, or industrial union may, on application, if the board or the court deem it equitable, be joined as party thereto at any stage of the proceedings, and on such terms as the board or the court deems equitable.[2]

43. Every board shall, in such manner as it shall think fit, carefully and expeditiously inquire into and investigate any industrial dispute of which it shall have cognizance, and all matters affecting the merits of such dispute or the right settlement thereof, and, for the purposes of any such inquiry, shall have all the powers of summoning witnesses, and hearing and receiving evidence and preserving order at any inquiry, which are by this act conferred on the court of arbitration.

Whenever an industrial dispute involving technical questions is referred to a board or the court for settlement two experts may be nominated, one by each party to the dispute; and such experts shall sit as assessors with and be deemed to be members of the board or court for the purposes of such dispute.[1]

If there are more than two parties to any such dispute one assessor shall be nominated by the parties whose interests are with the employers, and the other by the parties whose interests are with the workers.[1]

The assessors shall be nominated in the prescribed manner and subject to the prescribed conditions.[1]

Where an industrial dispute relates to employment or wages, the jurisdiction of the board or court to deal therewith shall not be voided or affected by the fact that the relationship of employer and employed has ceased to exist, unless it so ceased at least 6 weeks before the industrial dispute was first referred to the board or to the court, if there has been no prior reference to the board.[1]

44. In the course of any such inquiry and investigation the board shall make all such suggestions and do all such things as shall appear to them as right and proper to be made or done for securing a fair and amicable settlement of the industrial dispute between the parties, and may adjourn the proceedings for any period the board thinks reasonable, to allow the parties to agree upon some terms of settlement, and if no such settlement shall be arrived at shall decide the question according to the merits and substantial justice of the case, and make their report or recommendation in writing, under the hand of the chairman of the board, which shall be delivered to and filed by the

[1] This paragraph was inserted by the amendment act of 1895.
[2] This paragraph was inserted by the amendment act of 1896.

Each court consists of a president, a substitute, and not less than 10 associates representing employers and 10 representing employees. The president and his substitute are appointed by the minister of justice and must have the qualifications necessary for judges. The associates must be at least 30 years old. They are elected for 4 years, one-half retiring from office every 2 years. If either the employers or employees entitled to elect members of the court refrain from doing so, the public authorities may appoint representatives for them. Associates are not salaried, but are granted their actual expenses, while those chosen from among the workingmen are indemnified for loss of time.

For the purpose of transacting business each industrial court consists of the president and 1 employer and 1 employee associated. Parties may be represented by an agent or other employee.

The jurisdiction of these arbitration tribunals is minutely defined in the law, but may be stated in general to include only such matters as grow out of the labor contract. The original jurisdiction of the courts is not limited by the amount in dispute, but its judgment as to all matters involving more than 50 gulden ($30.30) is subject to appeal to the civil courts. There is no provision as in Germany for conciliatory action by these tribunals in regard to general labor disputes.

CHAPTER VI.

ARBITRATION IN AUSTRALASIAN AND OTHER BRITISH COLONIES.

Experiments in legislation have been peculiarly numerous in recent years in the Australasian colonies. Labor legislation has been enacted in the various colonies, much of which goes further in its regulation of the conditions of labor than the legislation of any other country. During the past decade the movement in these colonies in favor of peaceful methods of settling labor disputes has been a very marked one. Here it is that the first attempt at compulsory arbitration has been made. New Zealand established this system as early as 1894 and Western Australia followed in 1900. Elaborate arbitration acts have also been adopted in South Australia and in New South Wales, and in the last-named colony the question of adopting compulsory arbitration is being seriously considered along the lines of the New Zealand measure, having received strong support during the legislative session of 1900. Voluntary arbitration has also made considerable progress in these colonies.

I. NEW ZEALAND.

1. **History of movement.**[1]—It was by the great maritime strike, which spread over the whole of Australasia, that Mr. Reeves, the New Zealand minister of labor, was led to make a thorough study of arbitration as a remedy for labor disputes. He examined all the arbitration laws which had been passed and studied their workings. He declared that he had found the Massachusetts Board of Conciliation and Arbitration to be "the one voluntary State tribunal that seems to do good work." The intervention of this board had been successful in many small cases in which strong passions had not been aroused; but Mr. Reeves declared that the experience of other countries, not excepting the experience of Massachusetts, confined as it had been to voluntary conciliation and arbitration, was a record of failure wherever it was most important that it should succeed and a success only when success was of comparatively little consequence.

The compulsory arbitration bill was first submitted to the New Zealand parliament in 1892. It was offered again in 1893 and 1894. It passed the lower house 3 times before it was got through the upper house. At last, in 1894, it was passed without change in its fundamental principles and with the concurrence of the leader of the opposition and several of his most important followers. The leader of the opposition said: "I believe that we have to a great extent the very best bill that can be devised in the interests of the colony." The bill took effect in January, 1895. The first case under it was tried in May, 1896.

2. **Description of New Zealand law.**—For the information of those who may desire to make a more detailed study of the New Zealand arbitration legislation the full text of the law, as amended, is given as a note at the end of this section.[2]

[1] Lloyd, A Country Without Strikes. See especially introduction by W. Reeves, author of arbitration bill.

[2] Mr. Lloyd summarizes the main points of the New Zealand law as follows:

"1. It applies only to industries in which there are trade unions.

"2. It does not prevent private conciliation or arbitration.

"3. Conciliation is exhausted by the State before it resorts to arbitration.

"4. If conciliation is unsuccessful, the disputants must arbitrate.

"5. Disobedience of the award may be punished or not at the discretion of the court.

"The compulsion of the law is threefold—compulsory publicity; compulsory reference to a disin-

It is especially to be observed that the law applies only to disputes in which associations of workingmen are concerned. While an individual employer may demand the arbitration of a dispute between himself and a labor organization, whether that organization be registered under the new law or otherwise, employers may bring their demands before the arbitration tribunals only in case they have registered under the arbitration law or under the trade-union law and have made themselves subject to their respective obligations. The New Zealand parliament recognized the practical impossibility of carrying on effective arbitration, or even effective conciliation, where one party is an unorganized body of workingmen.

The provisions regarding the registry of industrial unions, the term applied to organizations of employees and employers alike, are more fully described elsewhere.[1] In general, it may be said that any organization may register on complying with certain requirements, and thereby becomes a body corporate, with power to sue and be sued, to hold property, and to make enforceable agreements regarding conditions of labor or other matters. The provisions regarding industrial agreements are especially important. They are to be duly filed with the supreme court, and may be enforced in the same manner as awards of the court of arbitration. Any union so registered or registered under the trade-union act has the power to compel others with whom it has industrial relations to submit matters in dispute to arbitration.

The New Zealand law makes provision for conciliation as a first means for bringing about the settlement of disputes, and it was the thought of the framers of the measure that disputes would seldom be carried to the actual decision of the arbitration court. The governor of the colony may divide it into industrial districts, in each of which a board of conciliation shall be established, to consist of not less than 4 nor more than 6 members. One-half of the members shall be employers and shall be elected by the employers' unions in the district, and the other half shall be employees and elected by the registered labor unions. It is especially noteworthy that only registered unions of employers and employees partake in the selection of these boards of conciliation. If for any reason the majority or all of the employers in a district see fit to refrain from forming organizations of employers, those refraining have no share in selecting the board of conciliation, although they do have the right to bring disputes before the boards when once they are established, and may be compelled to submit to its intervention. So, too, unorganized workingmen, or labor organizations not registered under the act, have no share in the election. In case, for any reason, organizations of employers or employees fail to elect the members whom they are entitled to choose, the governor may appoint fitting persons to complete the membership of the board. The members of each board are required to select an impartial person, not one of their own members, to act as chairman.

In addition to these boards of conciliation, which have no final authority to decide disputes, there is a court of arbitration for the whole colony. This consists of 3 members, all appointed by the governor, but 1 chosen from among candidates to be recommended by the councils of the industrial associations of employers (each council being entitled to recommend a candidate), and another appointed similarly from candidates recommended by the industrial associations of employees. Local unions of employees do not take part in these recommendations, but only central organizations comprising several local unions. So, too, associations of unions of employers only take part in the nomination, unless there be no such associations, in which case local unions of employers may do so. The third member of the court, who is its president, is to be a judge of the supreme court selected by the governor. This latter provision is important as giving a judicial character and standing to the proceedings.

Any employer or association of employers may apply to a board of conciliation to intervene in a dispute with their employees, provided such employees are organized under the arbitration law or the trade-union law. Similarly any organization of employees, which is duly registered, may apply to the board of conciliation. If the board of conciliation considers that there is a sufficient reason for

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terested arbiter, provided the disputants will not arbitrate voluntarily; compulsory obedience to the award.

"It does not forbid nor prevent disputes, but makes the antagonists fight their battles in court according to a legal code instead of the ordinary 'rules of war.'

"There is no 'making men work by law' and no 'fixing of wages by law.' The law says only that if they work it must be without strikes and lockouts, and that, if they can not agree as to prices, the decision shall be left to some impartial person and not fought out."

No disputes can be considered except in trades in which there are trade unions, and then only if the unions have registered under the law. Any 7 persons can form a trade union under the act and claim all its privileges. (Lloyd, A Country Without Strikes, pp. 16–18.)

[1] See p. 620.

ction on its part, it may give notice to the other party and may proceed with its nvestigations. The compulsory feature here has to do with initiation of investi-;ations; the boards of conciliation have no power to compel obedience to their ;wards. The proceedings before these boards are very informal and inexpensive; 10 counsel or solicitor is allowed to appear unless all the parties consent thereto. Each board has ample power to summon witnesses. It may appoint experts to assist in the investigation of technical questions, and these are deemed members of the board for the purpose of settling these particular matters. The chief function of the board is to ascertain facts and to endeavor to reconcile the parties. It may from time to time make suggestions to the parties and endeavor to bring about an agreement. If no settlement is finally reached by the consent of the disputants, the board shall decide the question according to its merits, and shall make a report or recommendation in writing. Each party, however, may appeal to the court of arbitration for a further investigation and the rendering of a binding decision. In the absence of such an appeal, the effect of the action of the board of conciliation depends altogether on the will of the parties, who may or may not agree to be bound by it. Any board of conciliation may refer matters upon which it can not agree to the court of arbitration, or if the board can not agree, it may simply report that fact, leaving it to the parties to appeal to the higher court if they see fit.

The court of arbitration conducts its proceedings with greater formality than the boards of conciliation, the methods being in some regards similar to those in a law court, but simpler and less expensive. Technical errors in the proceedings may not be allowed to invalidate the decision. Counsel or solicitors may appear for the parties. The court has full power to summon witnesses and secure books and papers. The court may refer matters to a local board of conciliation for investigation and report and shall, in such case, base its award on the report of the board.

The most interesting provisions are those regarding the enforcement of the award of the court of arbitration. The award must define clearly the persons or organizations to which it applies, and is binding upon them for such time, not exceeding two years, as the court shall fix. If an organization is named in the decision, all persons who are members at the time or who thereafter become members are bound by it. An award may direct the payment of money by one party to the other, and in such case the payment may be enforced by order of court. Awards may also prescribe the conditions of labor. A special provision declares that the court may prescribe a minimum rate of wages, with special permission for the payment of a lower rate in the case of any worker unable to earn the prescribed minimum. Any person or organization thereafter violating the terms of the award is subject to penalty, the amount to be determined by the court of arbitration on the application of the aggrieved party after proper hearing. The amount of penalty which may be assessed against any person shall not exceed £500, nor shall the aggregate of penalties and costs, as regards all parties, exceed £500. All property belonging to the judgment debtor, including the property of organizations of employers or employees, may be seized in payment of the judgment, and if the property of an organization is insufficient to meet any penalty assessed against it, its members may be held liable for the deficiency, provided that no member shall be liable for more than £10 under this provision.

While the provisions regarding the enforcement of awards are not altogether clear, it is apparently the case that penalties for the violation of awards on the part of workingmen could be assessed in the first instance only against the organization as such, not directly against individual members. The organization would be able to hold its members in line by the provision that no member may withdraw without giving 3 months' notice or without paying all his dues. It is, nevertheless, obvious that circumstances might arise under which a large number of members of an organization might, against the will of the organization, violate the terms of an award and withdraw from membership after giving the required notice and before any penalties could be collected from them. As yet there has been no experience of this sort.

When the law was first passed the only penalty for violation of the judgments of the court was imprisonment. This seemed so harsh a penalty that the judges evaded it by every possible technicality, and the workingmen would not ask for the imprisonment of their employers even when they felt themselves aggrieved. The law has been amended so that a fine not exceeding $2,500 may be inflicted, and this is found greatly to increase the efficacy of the act.[1]

[1] Lloyd, A Country without Strikes, pp. 29.

[Note.]

THE NEW ZEALAND INDUSTRIAL CONCILIATION AND ARBITRATION ACT AS AMENDED.

[Act of August 31, 1894, as amended October 18, 1895, October 17, 1896, and November 5, 1898. Amendments incorporated in original law by Dr. W. F. Willoughby in Bulletin of the Department of Labor, VI, pp. 207–230, from which this text is taken.]

AN ACT to facilitate the settlement of industrial disputes by conciliation and arbitration [31st August, 1894]. [1]

Be it enacted by the general assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:

1. The short title of this act is "The Industrial Conciliation and Arbitration Act, 1894." It shall come into force on the first day of January, 1895.

2. In this act, unless the context otherwise requires—

"Association" means an industrial association registered pursuant to this act.

"Board" means a board of conciliation for an industrial district constituted under this act, and includes a special board of conciliation.

"Court" means the court of arbitration constituted under this act.

"Employer" includes persons, firms, companies, and corporations employing workers. [2]

"Industrial dispute" means any dispute arising between one or more employers or industrial unions, trade unions, or associations of employers and one or more industrial unions, trade unions, or associations of workers in relation to industrial matters as herein defined.

"Industrial matters" means all matters or things affecting or relating to work done or to be done, or the privileges, rights, or duties of employers or workers in any industry, and not involving questions which are or may be the subject of proceedings for an indictable offense; and, without limiting the general nature of the above definition, includes all or any matters relating to—

(a) The wages, allowances, or remuneration of any persons employed in any industry, or the prices paid or to be paid therein in respect of such employment.

(b) The hours of employment, sex, age, qualification or status of workers; and the mode, terms, and conditions of employment.

(c) The employment of children or young persons, or of any person or persons or class of persons in any industry, or the dismissal of or refusal to employ any particular person or persons or class of persons therein.

(d) Any established custom or usage of any industry, either generally or in the particular district affected.

(e) Any claim arising under an industrial agreement.

"Industrial union" means an industrial union registered and incorporated under this act.

"Industry" means any business, trade, manufacture, undertaking, calling, or employment of an industrial character.

"Officer" of a trade union, industrial union, or association of workers, means only the president, vice-president, secretary, or treasurer of such body.

"Prescribed manner" means the manner prescribed by regulations made pursuant to this act.

"Registrar" means the registrar of friendly societies.

"Supreme court office" means the office of the supreme court in the district constituted under the supreme court act, 1882, wherein any matter arises to which such expression relates; and, where there are two such offices in any such district, it means that one of such offices which is nearest to the place or locality wherein any such matter arises.

"Trade union" means any trade union registered under the trade-union act, 1878.

Words in this act referring to any clerk, person, officer, office, place, locality, union, association, or other matter or thing shall be construed distributively as referring to each clerk, person, officer, office, place, locality, union, association, or matter or thing to whom or to which the provision is applicable.

PART I.

REGISTRATION OF INDUSTRIAL UNIONS AND ASSOCIATIONS.

(1) *Industrial unions.*

3. A society consisting of any number of persons, not being less than 5, [3] residing within the colony, lawfully associated for the purpose of protecting or furthering the interests of employers or workers in or in connection with any industry in the colony, and whether formed before or after the passing of this act, may be registered as an industrial union pursuant to this act on compliance with the following provisions:

(1) An application for registration, stating the name of the proposed industrial union, shall be made to the registrar, signed by two or more officers of the society.

(2) Such application shall be accompanied by (a) a list of the members and officers of the society; (b) two copies of the rules of the society; (c) a copy of a resolution passed by a majority of the members present at a general meeting of the society specially called in accordance with the rules for that purpose only and desiring registration as an industrial union.

(3) Such rules shall specify the purposes for which the society is formed, and shall provide for—

(a) The appointment of a committee of management, a chairman, secretary, and any other necessary officers, or, if thought fit, of a trustee or trustees; and for supplying any vacancy occurring through any cause prescribed by the rules, or by death or resignation.

(b) The powers, duties, and removal of the committee, and of any chairman, secretary, or other officer or trustee of the society, and the control of the committee by general or special meetings.

(c) The manner of calling general or special meetings, the quorum thereat, and the manner of voting thereat.

(d) The mode in which industrial agreements and any other instruments shall be made and by whom executed on behalf of the society, and in what manner the society shall be represented in any proceedings before a board or the court.

(e) The custody and use of the seal, including power to alter or renew the same.

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[1] The words "to encourage the formation of industrial unions and associations and" appearing immediately after the word "act" in the principal act were suppressed by the amendment act of 1898.

[2] The principal act uses the word "workmen." The amendment act of 1895 provides that the word "workers" shall be substituted for "workmen" throughout the act.

[3] Changed from 7 in the principal act to 5 by the amendment act of 1895.

(f) The control of the property of the society, and the investment of the funds thereof; and for an annual or other periodical audit of the accounts.

(g) The inspection of the books and the names of members of the society by every person having an interest in the funds thereof.

(h) A register of members and the mode in which and the terms on which persons shall become or cease to be members, and so that no member shall discontinue his membership without giving at least 3 months' previous written notice to the secretary of intention so to do, nor until such member has paid all fees or other dues payable by him to the union under its rules, and which fees or dues, in so far as they are owing for any period of membership subsequent to the registration of the society under this act, may be sued for and recovered in any court of competent jurisdiction by any person or authority empowered to do so by law or by such rules.

(i) The conduct of the business of the society at some convenient address to be specified, and to be called the registered office of the society.

4. (1) The rules may also provide for any other matters not contrary to law, and for their amendment, repeal, or alteration, but so that the requisites of subsection three of the last preceding section shall always be provided for.

(2) Copies of all amendments or alterations of any rules shall, after being verified by the secretary or some other officer of the society, be sent to the registrar, who shall record the same.

(3) A printed copy of the rules of the society shall be delivered by the society to any person requiring the same on payment of a sum not exceeding one shilling [24 cents].

Notwithstanding anything to the contrary contained in section three of the principal act, it is hereby enacted as follows: Where a copartnership firm is a member of any such society, each individual partner residing in New Zealand shall be deemed an individual member of the society, and also of the industrial union when such society is registered as a union; any incorporated or registered company may be registered as an industrial union of employers.[1]

Each industrial union shall be deemed to be in the industrial district wherein its registered office is situate, and shall exercise its right of voting at the election of the board of that district accordingly, or in any industrial district in which such industrial union shall carry on its business, or any branch or part of its business; and for such purpose any such union may be also registered in any or every of such industrial district or districts.[2]

In the case of any incorporated or registered company the directors shall sufficiently represent the members for the purpose of the application to register as an industrial union of employers, and the resolution prescribed by subsection one of section three of the principal act may accordingly be a resolution of the directors.[3]

5. On being satisfied that the provisions of section three in relation to an application for registration have been complied with, the registrar shall register the society, without fee, as an industrial union pursuant to the application, and shall issue a certificate of registry and incorporation, which, unless proved to have been canceled, shall be conclusive evidence of the fact of such registration and incorporation, and of the validity thereof.

6. Upon receiving such certificate every such industrial union shall become a body corporate, by the registered name, having perpetual succession until dissolved or the registration thereof is canceled as hereinafter provided, and shall have a common seal. There shall be inserted in the registered name of every industrial union the word "employers" or "workers" according to whether such union shall be a union of employers or workers, as thus: The Bootmakers' Industrial Union of Workers.

7. Any industrial union may purchase or take on lease, in the name of the union or of trustees for such union, any house or building and any land, and may sell, mortgage, exchange, or let the same, or any part thereof; and no purchaser, assignee, mortgagee, or tenant shall be bound to inquire whether the union or the trustees have authority for such sale, mortgage, exchange, or letting; and the receipt of such trustees shall be a discharge for the money arising therefrom.

8. Any trade union registered under the trade-union act, 1878, may be registered by the same name (with the insertion of such additional words as aforesaid) under this act by making application to the registrar for the purpose; and the registrar shall register such trade union as an industrial union accordingly, and issue a certificate of registration and incorporation as hereinbefore provided.

For the purposes of this act every branch of a trade union shall be considered as a distinct union, and may be separately registered as an industrial union under this act: and the rules for the time being of any trade union, with such addition or modification as may be necessary to give effect to this act, shall be deemed to be the rules of the industrial union when registered under this enactment: Provided that the registrar shall not refuse to register a trade union the rules of which contain such addition or modification as aforesaid, unless such rules are distinctly contrary to some express provision of this act.

9. No industrial union shall be registered under a name identical with that by which any other industrial union has been registered under this act, or by which any other trade union has been registered under the trade-union act, 1878, or so near resembling any such name as to be likely to deceive the members or the public.

10. The effect of registration shall be to render the industrial union, and all persons who may be members of any society or trade union registered as an industrial union at the time of registration, or who after such registration may become members of any society or trade union so registered, subject to the jurisdiction by this act given to a board and the court respectively, and liable to all the provisions of this act, and all such persons shall be bound by the rules of the industrial union during the continuance of the membership.

11. Any industrial union may at any time apply to the registrar in the prescribed manner for a cancellation of the registration thereof, and the registrar, after giving six weeks' public notice of his intention so to do, may cancel such registration; but no registration shall be canceled during the progress of any conciliation or arbitration affecting such union until the board or court has given its decision or made its award, nor in any case unless the registrar shall be satisfied that the cancellation is desired by a majority of the members of the union; and no cancellation of any registration shall relieve any industrial union, or any member thereof, from the obligation of any industrial agreement or award of the court.

(2) *Industrial associations.*

12. Any council or other body, however designated, representing any number of industrial unions established within the colony may be registered as an industrial association pursuant to this act.

All the provisions of this act hereinbefore contained in sections three to eleven, inclusive, shall,

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[1] This paragraph was inserted by the amendment act of 1895. The clause making five the minimum membership of an industrial union is not reproduced, as the change has already been noted.

[2] This paragraph was inserted by the amendment acts of 1895 and 1896, the latter amending the former by adding the part beginning with "or in any industrial district," etc.

[3] This paragraph was inserted by the amendment act of 1896.

mutatis mutandis, extend and apply to an industrial association, and shall be read and construed accordingly, so far as applicable.

(3) General.

13. In the months of January and July in every year there shall be forwarded to the registrar by every association a list of the unions constituting such association, and in the same months in every year there shall be forwarded to the registrar by every industrial union a list of the members of such union. Each such list shall be verified by the statutory declaration of the president or chairman of each such association and union, and such statutory declaration shall be *prima facie* evidence of the truth of the matters therein set forth.

Each such list shall specify the names of all the officers (including trustees) of each such association or union.[1]

14. Every association or industrial union making default in forwarding to the registrar any list required to be forwarded by the last-preceding section shall be guilty of an offense against this Act punishable by a penalty not exceeding two pounds [$9.73] for every week during which such default continues, and every member of the council of any such association or committee of any such union who willfully permits such default shall be guilty of a similar offense, punishable by a penalty not exceeding five shillings [$1.22] for every week during which he willfully permits such default.

15. Every association or industrial union may sue or be sued for the purposes of this act by the name by which it is registered, and service of any process, notice, or document of any kind may be effected by delivering the same to the chairman or secretary of such union or association, or by leaving the same at the registered office of such union or association.

16. All deeds and instruments of any kind which the union or association is required to execute for the purposes of this act, or any regulations in force thereunder, may be made and executed under the seal of such union or association and signed by the chairman and secretary thereof, or in such other manner as may be provided in the rules of the union or association.

PART II.

INDUSTRIAL AGREEMENTS.

17. The parties to industrial agreements may be (1) trade unions, (2) industrial unions, (3) industrial associations, (4) employers, and any such agreement may provide for any matter or thing affecting any industrial matter, or in relation thereto, or for the prevention or settlement of an industrial dispute.

18. Every industrial agreement may be varied, renewed, or canceled by any subsequent industrial agreement made by and between the parties thereto, or any additional parties, but so that no person shall be deprived of the benefit of any industrial agreement to which he is a party by any subsequent industrial agreement to which he is not a party.

19. Every industrial agreement shall be for a term to be specified therein, not exceeding three years from the date of the making thereof, and shall commence as follows: "This agreement, made in pursuance of the industrial conciliation and arbitration act, 1894, this ——— day of ———, between ———," and then set out the matters agreed upon; and the date of the making of such agreement shall be the date when such agreement shall be first signed or executed by any party thereto; and such date, and the names of all industrial unions, trade unions, associations, or employers, parties to such agreement, shall be truly stated therein.

20. A duplicate of every industrial agreement shall be filed in the supreme court office within thirty days of the making thereof, and a fee of five shillings [$1.22] shall be paid in respect of every agreement so filed.

21. Every industrial agreement duly made and executed shall be binding on the parties thereto and on every person who at any time during the term of such agreement is a member of any industrial union, trade union, or association party thereto, and on every employer who shall in the prescribed manner signify to the registrar of the supreme court where such agreement is filed concurrence therein, and every such employer shall be entitled to the benefit thereof, and be deemed to be a party thereto.

22. (1) For the purpose of enforcing industrial agreements, whether made before or after the coming into operation of this act, the provisions of the last-preceding section hereof [see sections 75-81] shall, *mutatis mutandis*, apply in like manner in all respects as if an industrial agreement were an award of the court, and the court shall accordingly have full and exclusive jurisdiction to deal therewith.[2]

(2) Any industrial agreement may fix and determine what shall constitute a breach of an agreement within the meaning of this act.

(3) Nothing herein contained shall deprive any person who may be damnified of his right of action for redress or compensation in respect of any breach of an agreement.

23. [Repealed by the amendment act of 1898. See footnote to section 22.]

PART III.

CONCILIATION AND ARBITRATION.

(1) Preliminary.

24. (1) The governor may from time to time divide New Zealand, or any portion thereof, into such districts as he shall think fit, to be called "industrial districts," and notice of the constitution of every such district shall be given in the Gazette as occasion requires.

(2) If any such district is constituted by reference to, or be included within, the limits or boundaries of any other portion of the colony defined or created under any act, then, in case of the alteration of the boundaries of such portion of the colony, such alteration shall take effect in respect of the district constituted under this section without any further proceeding, unless the governor shall otherwise determine.

25. In and for every industrial district the governor shall appoint a clerk of awards (hereinafter referred to as "the clerk"), who shall be attached to the office of the registrar, and shall be subject

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[1] This paragraph was inserted by the amendment act of 1895.

[2] The provisions of this paragraph are in substitution of the provisions of subsection (1) of section 22, and of section 23, of the principal act, according to the amendment act of 1898.

to the control and direction of that officer, and shall in the prescribed manner report to the registrar all proceedings taken or done by or before him.

The office of clerk may be held either separately or in conjunction with any other office in the public service, as the governor may determine, and he shall be paid such salary or other remuneration as the governor thinks fit.

26. It shall be the duty of the clerk—

(1) To receive, register, and deal with all applications within his district lodged for reference of any industrial dispute to the board for the district, or to the court;

(2) To convene the board or court for the purpose of dealing with any such dispute;

(3) To keep a register in which shall be entered the particulars of all references and settlements of industrial disputes made to and by the board, and of all references and awards made to and by the court;

(4) To issue all summonses to witnesses to give evidence before the board or court, and to issue all notices and perform all other acts in connection with the sittings of the board or court in the prescribed manner; and

(5) Generally to do all such things and to take all such proceedings as may be required in the performance of his duties by this act or in the prescribed manner, or, in the absence of regulations, with the directions of the registrar.

27. Any board and the court, and, being authorized in writing by the board or court, any member of such board or court respectively, or any officer of such board or court, without any other warrant than this act, at any time between sunrise and sunset—

(1) May enter upon any manufactory, building, workshop, factory, mine, mine workings, ship or vessel, shed, place, or premises of any kind whatsoever, wherein or in respect of which any industry is carried on or any work is being or has been done or commenced, or any matter or thing is taking or has taken place, which has been made the subject of a reference to such board or court;

(2) May inspect and view any work, material, machinery, appliances, article, matter, or thing whatsoever being in such manufactory, building, workshop, factory, mine, mine workings, ship or vessel, shed, place, or premises as aforesaid;

(3) May interrogate any person or persons who may be in or upon any such manufactory, building, workshop, factory, mine, mine workings, ship or vessel, shed, place, or premises, as aforesaid, in respect of or in relation to any matter or thing hereinbefore mentioned.

And any person who shall hinder or obstruct the board or court, or any member or officer thereof, respectively, in the exercise of any power conferred by this section, or who shall refuse to the board or court, or any member or officer thereof, respectively, duly authorized as aforesaid, entrance during any such time as aforesaid to any such manufactory, building, workshop, factory, mine, mine workings, ship or vessel, shed, place, or premises, or shall refuse to answer any question put to him as aforesaid, shall for every such offense be liable to a penalty not exceeding £50 [$243.33].

28. The following persons shall be disqualified from being appointed or elected or from holding office as chairman or as a member of any board, or as president or a member of the court, and if so elected or appointed shall be incapable of continuing to be such member, president, or chairman:

(1) A bankrupt who has not obtained his final order of discharge;

(2) Any person convicted of any crime for which the punishment is death or imprisonment with hard labor for a term of 3 years or upward; or

(3) Any person of unsound mind.

No person whilst holding a seat on one board shall hereafter be eligible for nomination or election to a seat on any other board, and if he is so elected his election shall be void.[1]

If any person allows himself to be nominated for election as member of more boards than one, both nominations shall be void.[1]

In the event of any person's election becoming void under this section the governor shall fill the vacancy by appointment, in the same manner as if the prescribed number of members had not been elected, anything in section 36 of the principal act to the contrary notwithstanding.[1]

This section shall apply both to boards of conciliation and to special boards of conciliators inter se, but shall not otherwise affect the operation of section 41 of the principal act, nor shall it in any way affect any election held before the coming into operation of this act.[1]

29. Whenever an industrial dispute shall be referred to a board or court as hereinafter provided, no industrial union or association, trade union, or society, whether of employers or workers, and no employer who may be a party to the proceedings before the board or court shall, on account of such industrial dispute, do any act or thing in the nature of a strike or lockout, or suspend or discontinue employment or work in any industry affected by such proceedings, but each party shall continue to employ or be employed, as the case may be, until the board or court shall have come to a final decision in accordance with this act. But nothing herein shall be deemed to prevent any suspension or discontinuance of any industry, or from working therein, for any other good cause.

No industrial dispute shall be referred for settlement to a board by an industrial association, industrial union, or trade union, and no application shall be made to the court for the enforcement of any award, except in pursuance of a resolution passed by a majority of the members present at a meeting specially summoned by notice being posted to each member, stating the nature of the proposal to be submitted to the meeting.[2]

(2) *Boards of conciliation.*

30. In and for every industrial district there shall be established a board of conciliation, to have jurisdiction for the settlement of industrial disputes occurring in such district which may be referred to it by one or more of the parties to an industrial dispute or by industrial agreement.

31. The governor may determine the number of persons who (together with the chairman) shall compose the board of such district, subject, however, to the express provisions of this act, and such number shall be stated in the notice of the constitution of the district.

32. With respect to the first and subsequent elections of boards, the following provisions shall have effect:

(1) Every board shall consist of such equal number of persons as the governor may determine, being not more than six nor less than four persons, who shall be chosen by the industrial unions of employers and of workers in the industrial district respectively, such unions voting separately and electing an equal number of such members.

(2) The chairman of such board shall be in addition to the number of members before mentioned, and be elected as hereinafter provided.

(3) Every board shall be elected in the following manner:

(a) The clerk shall act as returning officer, and do the acts and things hereinafter mentioned.

(b) First elections of a board shall be held within 30 days after the constitution of the district, and

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[1] This paragraph was inserted by the amendment act of 1896.

[2] This paragraph was inserted by the amendment act of 1898.

the returning officer shall give 14 days' notice in one or more newspapers circulating in the district of the day and place of election, which shall be so arranged that the industrial unions of employers shall vote at one time and the industrial unions of workers at another time on the day fixed: Provided that the governor may from time to time extend the period within which any elections shall be held for such time as he thinks fit.

(c) Persons shall be nominated for election in such manner as the rules of the industrial union may prescribe, or, if there be no such rule, nominations shall be made in writing by the chairman of the union, and lodged with the returning officer at least 3 days before the date of election. Each nomination shall be accompanied by the written consent of the person nominated, and forms of nomination shall be provided by the returning officer on application to him for that purpose.

(d) When all the nominations have been received the returning officer shall give notice of the names of persons nominated by affixing a list thereof on the door of his office at least one clear day before the day of election.

(e) If it shall appear that no greater number of persons are nominated than require to be elected, the returning officer shall at once declare such persons elected.

If the number of persons so nominated exceeds the number required to be elected, then votes shall be taken as hereinafter provided.

(f) The returning officer shall preside at the election by each division of industrial unions entitled to vote, and the vote of each such union shall be signified in writing in the prescribed manner, and on being tendered by the chairman of the union, or by some person appointed by the union for that purpose in accordance with its rules, the returning officer shall record the vote in such manner as he thinks fit.

(g) Each industrial union shall have as many votes as there are persons to be elected by its division, and the persons having the highest aggregate number of votes in such division, not exceeding the number to be elected, shall be deemed elected.

(h) If it shall happen that two or more candidates have an equal number of votes the returning officer, in order to complete the election, shall give such votes to one or more of such candidates as he thinks fit: Provided that any candidate may in any such case agree to withdraw from the election.

(i) As soon as possible after the votes of each division of industrial unions have been recorded the returning officer shall ascertain what persons have been elected, as before provided, and shall state the result in writing, and forthwith post the same in some public place at the place of election.

(j) In case of any dispute touching the sufficiency of the nomination, the mode of election, or the result thereof, or any matter incidentally arising in or in respect of such election, the same shall be decided by the returning officer, whose decision shall be final.

(k) In case any election is not completed for any cause on the day appointed the returning officer may adjourn the election, or the completion thereof, to the next or any subsequent day, and may then proceed with the election.

(l) The whole of the voting papers shall be securely kept by the returning officer during the election, and thereafter shall be put in a packet and kept for 1 month, when he shall cause the whole of them to be effectually destroyed.

(m) Neither the returning officer nor any person employed by him shall (except in discharge of his duty) disclose for whom any vote has been given or tendered, either before or after the election is completed, or retain possession of or exhibit any voting paper used at the election, or give any information to any person as to all or any of the matters herein mentioned; and if any person shall commit a breach of this provision he shall be liable to a penalty not exceeding twenty pounds ($97.33).

But nothing herein contained shall be deemed to forbid the disclosure of any fact or the doing of any act hereby prohibited if the same be required in obedience to the process of any court of law.

(4) The clerk shall, after the completion of the election, appoint a day for the first meeting of the members elected, and shall give at least 3 days' notice in writing to each member. At such meeting the members shall elect some impartial person, not being one of their number and willing to act, to be chairman of the board.

33. As soon as may be after the election of the chairman the clerk shall transmit to the governor a list of the names of the respective persons elected as members and as chairman of the board, and the governor shall cause notice thereof to be published in the Gazette, and the date on which such notice is so published shall be deemed to be the date of election, and such notice shall be final and conclusive for all purposes.

34. The members of the board and the chairman shall hold office for the period of 3 years from the date of the publication of such notice in the Gazette, and until their successors are elected.

35. On the expiration of every third year after the first election of members of a board or a chairman thereof a new election shall be held, on such day as the governor may appoint, and new members and a chairman shall be elected in the manner hereinbefore provided in respect of first elections. Any retiring member or chairman shall be eligible for reelection, and all proceedings in and about such new election may be had and taken accordingly.

36. If the chairman or any member of a board shall die, resign, or be disqualified or incapable to act his office shall be vacant, and the vacancy shall be supplied in the same manner as the original election was made, and the person so elected shall hold office in the board only for the residue of the term of his predecessor therein. Members shall resign office by letter addressed to the chairman, and the chairman by letter to the board.

37. Upon any casual vacancy being reported to the clerk in the office of a member of a board he shall take all such proceedings as may be necessary to have an election by the class of industrial union entitled to vote in the election of such member, and the provisions as to general elections shall apply accordingly as far as applicable. In the case of a casual vacancy in the office of chairman the board shall meet on such day and time as they may appoint and elect a chairman to supply such vacancy.

38. (1) The presence of the chairman and of not less than one-half in number of the other members of a board shall be necessary to constitute a quorum.

(2) But in case of the illness or absence of a chairman the members may elect one of their own number to be chairman during such illness or absence.

(3) In all matters coming before any board the decision of the board shall be determined by a majority of the votes of the members present, exclusive of the chairman, except in the case of an equality of such votes, in which case only the chairman shall vote, and his vote shall decide the question.

39. If at any time the industrial unions entitled to vote shall neglect or refuse to vote at the election of a member of the board, whether in respect of a general election or a casual vacancy, or if the members of a board shall neglect or refuse to elect a chairman, the governor may in any such case appoint such fitting persons as members of the board or as chairman as may be necessary in any case to give effect to this act.

If and as often as for any reason the prescribed number of members of the board is not duly elected, or the prescribed number of members of the court is not duly recommended, as provided

by the principal act, the governor shall, by notice in the Gazette, appoint as many fit persons to be members of the board or court as may be necessary in order to make the prescribed number. The Gazette notice of such appointment shall be conclusive evidence of the happening of the events entitling the governor to make such appointment.[1]

Every person appointed by the governor to be member or chairman of a board shall be deemed to be elected within the meaning and for the purposes of section 33 of the principal act.[2]

This section shall take effect as from the date of the coming into force of the principal act.[2]

40. (1) No act of a board shall be questioned on the ground of any informality in the election of a member, nor on the ground that the seat of any member is vacant, or that any supposed member thereof is incapable of being a member.

(2) In the event of the period of office of any board expiring whilst such board is engaged in the investigation of any industrial dispute the governor may, by notice in the Gazette, continue such board in office for any time not exceeding one month, in order to enable its members to take part in the settlement of such dispute, and on the expiration of such month an election of a new board shall be held in the manner hereinbefore provided.

41. (1) Notwithstanding the election of a board under the provisions hereinbefore contained, or where no district shall have been constituted, a special board of conciliators may be appointed from time to time to meet any case of emergency or any special case of industrial dispute. Such board shall consist of an equal number of persons not exceeding six, all or any of whom may be members of the board of the district, and shall be chosen separately in equal numbers by employers and industrial unions of employers directly interested in such dispute and by industrial unions of workers so interested.

(2) The members of any such special board, together with a chairman, to be elected as provided in section 32, shall, except in respect of the duration of their office, be deemed to possess all the jurisdiction and powers of a board elected for an industrial district.

42. Any industrial dispute may be referred for settlement to a board either by or pursuant to an industrial agreement, or in the manner hereinafter provided:

(1) Any party to such a dispute may, in the prescribed manner, lodge an application with the clerk requesting that such dispute be referred for settlement to a board.

(2) The parties to such dispute may comprise—

(a) An individual employer, or several employers, and an industrial union, trade union, or association of workers.

(b) An industrial union, trade union, or association of employers, or an individual employer, or several employers, and an industrial union, trade union, or association of workers, or several such unions or associations.

But the mention of the various kinds of parties shall not be deemed to interfere with any arrangement thereof that may be necessary to insure an industrial dispute being brought in a complete shape before the board: and a party or parties may be withdrawn or removed from the proceedings and another or others substituted after the reference to the board and before any report is made, as the board shall allow or think best adapted for the purpose of giving effect to this act, and the board may make any recommendation or give any direction for any such purpose accordingly.

(3) An employer, being a party to a reference, may appear in person, or by his agent duly appointed in writing for that purpose, or by counsel or solicitor where allowed as hereinafter provided.

(4) An association, trade union, or industrial union, being party to a reference, may appear by its chairman or secretary, or by any number of persons (not exceeding three) appointed in writing by the chairman of the association or union for that purpose, or by counsel or solicitor where allowed as hereinafter provided.

(5) Every party appearing by a representative or representatives shall be bound by his or their acts.

(6) The clerk on receipt of any application for a reference to a board shall forthwith lay the same before the board mentioned in such application at a meeting of such board to be convened by him in the prescribed manner, and, subject to the provisions of this act, shall carry out all directions of the board in order to effect a settlement of the industrial dispute referred to it.

(7) No counsel or solicitor shall be allowed to appear or be heard before a board, or any committee thereof, unless all the parties to the reference, or interested in the matter referred to a committee, shall expressly consent thereto.

When any industrial dispute has been referred for settlement to a board or the court, any employer, association, trade union, or industrial union may, on application, if the board or the court deem it equitable, be joined as party thereto at any stage of the proceedings, and on such terms as the board or the court deems equitable.[2]

43. Every board shall, in such manner as it shall think fit, carefully and expeditiously inquire into and investigate any industrial dispute of which it shall have cognizance, and all matters affecting the merits of such dispute or the right settlement thereof, and, for the purposes of any such inquiry, shall have all the powers of summoning witnesses, and hearing and receiving evidence and preserving order at any inquiry, which are by this act conferred on the court of arbitration.

Whenever an industrial dispute involving technical questions is referred to a board or the court for settlement two experts may be nominated, one by each party to the dispute; and such experts shall sit as assessors with and be deemed to be members of the board or court for the purposes of such dispute.[1]

If there are more than two parties to any such dispute one assessor shall be nominated by the parties whose interests are with the employers, and the other by the parties whose interests are with the workers.[1]

The assessors shall be nominated in the prescribed manner and subject to the prescribed conditions.[1]

Where an industrial dispute relates to employment or wages, the jurisdiction of the board or court to deal therewith shall not be voided or affected by the fact that the relationship of employer and employed has ceased to exist, unless it so ceased at least 6 weeks before the industrial dispute was first referred to the board or to the court, if there has been no prior reference to the board.[1]

44. In the course of any such inquiry and investigation the board shall make all such suggestions and do all such things as shall appear to them as right and proper to be made or done for securing a fair and amicable settlement of the industrial dispute between the parties, and may adjourn the proceedings for any period the board thinks reasonable, to allow the parties to agree upon some terms of settlement, and if no such settlement shall be arrived at shall decide the question according to the merits and substantial justice of the case, and make their report or recommendation in writing, under the hand of the chairman of the board, which shall be delivered to and filed by the

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[1] This paragraph was inserted by the amendment act of 1895.
[2] This paragraph was inserted by the amendment act of 1896.

clerk in his own office with all papers and proceedings relating to the reference. Such report shall be delivered as aforesaid within 2 months of the day on which the application was lodged with the clerk.

45. In particular, but without limiting the general power given to a board by the last preceding section, any board may—

(1) Refer the matters in dispute, upon such terms as the board thinks fit, to a committee of their number, consisting of an equal number of representatives of employers and workers, who shall endeavor to reconcile the parties; or,

(2) Refer any matter before them to be settled by the court.

46. If the board shall report that they have been unable to bring about any settlement or any dispute referred to them satisfactory to the parties thereto, the clerk on the receipt of such report shall transmit a copy (certified by him) of such report to each party to the industrial dispute, whereupon any such party may in the manner prescribed require the clerk to refer the said dispute to the court. The clerk shall thereupon transmit all the papers and proceedings in the reference to the court.

(3) *The court of arbitration.*

47. There shall be one court of arbitration for the whole colony for the settlement of industrial disputes pursuant to this act. The court shall have a seal which shall be judicially noticed, and impressions thereof admitted in evidence in all courts of judicature, and for all purposes.

48. (1) The court shall consist of three members to be appointed by the governor, one to be so appointed on the recommendation of the councils or a majority of the councils of the industrial associations of workers in the colony, and one to be so appointed on the recommendation of the councils or a majority of the councils of the industrial associations of employers of the colony: Provided, That if there shall be no industrial associations of employers, then, in their stead, such recommendation as aforesaid shall be made by the industrial unions of employers.

No recommendation shall be made as to the third member, who shall be a judge of the supreme court, and shall be appointed from time to time by the governor, and shall be president of the court, and in case of the illness or unavoidable absence of such judge at any time the governor may appoint some fit person, being a supreme court judge, to be and act as president, who shall hold office only during the illness or unavoidable absence of such judge.

(2) The procedure for the purpose of giving effect to this section shall be as follows:

(a) Each such council respectively shall, within 1 month after being requested so to do by the governor, submit the name of one person to the governor, and from the names of the persons so recommended the governor shall select two members, one from each set recommended, and appoint them to be members of the court.

In the event of a majority of the councils not having made recommendations as aforesaid, or in case such majority of recommendations shall not be received by the governor within the period of 1 month after each council has been requested to submit a name as aforesaid, or in case any person so recommended shall decline to act as a member of the court, the governor shall forthwith appoint such person as he shall think fit to be a member of the court; and such member shall be deemed to be appointed on the recommendation of the said councils, as the case may be.

(b) For the purposes of this section the expression "council" means the governing authority of the association or industrial union entitled to vote, by whatever name such authority shall be designated.

(c) As soon as practicable after a full court shall have been appointed by the governor the names of the members of the court shall be notified in the Gazette.

49. (1) Every member of the court shall hold office for 3 years from the date of his appointment and shall be eligible for reappointment, and any casual vacancy occurring in the membership by death, disqualification, resignation, or removal shall be supplied in the same manner as the original appointment was made; but every person so appointed to fill a casual vacancy shall hold office only for the period that his predecessor would have held office.

(2) The governor may remove any member of the court from office who shall become bankrupt, who may be convicted of any crime the punishment of which is death or imprisonment with hard labor for a term of 3 years or upward, who may become of unsound mind, or who shall be absent from three consecutive sittings of the court.

50. Before proceeding to consider any case the members, other than the presiding judge, of the court and the officers thereof shall respectively make a statutory declaration that any evidence produced before them shall not be disclosed to anyone except as provided by this act.

The statutory declaration prescribed by section 50 of the principal act need be taken only once, and, in the case of each member by whom it is or has been taken, it shall be deemed to apply to all evidence produced before him during his term of office.[1]

51. The governor may also from time to time appoint and remove such clerks and other officers of the court as shall be necessary, who shall hold office during pleasure and receive such salary or other remuneration as the governor thinks fit.

52. The court shall have jurisdiction for the settlement and determination of any industrial dispute referred to it by any board pursuant to sections 45 or 46, or by reference under section 82, or by petition under section 83, or by industrial agreement, or by either party to an industrial dispute which has arisen in a district where no board has been constituted, and for such purpose may summon any party to an industrial dispute to appear before it.

53. Either party to the dispute may appear personally or by agent, or, with the consent of all the parties, by counsel or solicitor, and may produce before the court such witnesses, books, and documents as such party may think proper; and the court shall have power to permit any other party who has or may appear to have a common interest in the matter and be willing to be joined in the proceedings to be so joined on such terms as it thinks fit.

The court shall have full and exclusive jurisdiction to hear and receive evidence, on oath or otherwise, as may be allowed by law, and to hear and determine the matters in dispute in such manner as it thinks fit, and shall be at liberty to receive any such evidence as it may think fit, whether it shall be strictly legal evidence or not, with full power to adjourn the consideration of any matter, wholly or in part, for any period, or without stating any period.

Formal matters which have been proved or admitted before a board need not be again proved or admitted before the court.

54. The sittings of the court shall be held at such time and place as are from time to time fixed by the president. The sittings may be fixed either for a particular case or generally for all cases then before the court and ripe for hearing, and it shall be the duty of the clerk to give to each member of the court at least 48 hours' previous notice of the time and place of each sitting.[2]

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[1] This paragraph was inserted by the amendment act of 1898.

[2] This paragraph was inserted by the amendment act of 1898, in substitution for section 54 of the principal act repealed.

55. The parties to the proceedings before the court shall be those before the board, and the provisions hereinbefore contained as to the appearance of parties before a board shall apply to proceedings before the court.

At least three days' notice shall be given to each party to the proceedings of the time and place appointed for the meeting of the court, except where a party is added to the proceedings on his own application or with his own consent.

56. The clerk may, at the request of either party, issue a summons in the prescribed manner to any person to appear and give evidence in any manner before the court, and to produce any books, deeds, papers, or writings relating to such matter and in his possession or under his control. Such books, deeds, papers, and writings may be inspected by the members of the court for the purposes of this act; but the information obtained therefrom shall not in any form be made public. And any person upon whom any such summons shall have been served, and to whom at the same time payment or a tender of his traveling expenses on the scale hereinafter mentioned shall have been made, and who shall neglect or refuse without sufficient cause to appear or to produce any books, deeds, papers, or writings required by such summons to be produced, shall be liable to a penalty not exceeding twenty pounds [$97.33] or, in default of payment, to be imprisoned for a term not exceeding one month; but the payment of such fine or the undergoing of such imprisonment shall not exempt any person from liability to an action for disobeying such summons.

57. Where it is shown to the satisfaction of the court that certain parts of books or documents to be produced in evidence do not relate to the matter before the court, the party producing the same shall be allowed to seal up such parts.

58. Every person who shall be summoned and shall appear as a witness shall be entitled to an allowance or compensation for expenses and loss of time according to the scale for the time being in force and allowed to witnesses in civil suits under the magistrates' courts act, 1893.

59. Any member of the court, or the clerk, shall have power to administer oaths or affirmations to all witnesses who shall appear before the court, and all willful false swearing or false affirmation in any proceedings in the court under this act shall be deemed and held to be willful perjury, and shall be indictable and punishable as such; and on any indictment it shall be sufficient to prove that the oath or affirmation was administered by such member or clerk aforesaid.

60. For the purpose of obtaining the evidence of witnesses at a distance, the court shall be deemed to have and may exercise all the powers and duties of a stipendiary magistrate under the magistrates' courts act, 1893; and the provisions of the said act, *mutatis mutandis*, shall be applicable to all proceedings in the court under this act to the same extent as if the court were a magistrate's court; and every stipendiary magistrate, and every magistrate's court, and every clerk of such court shall for the purposes aforesaid have and may exercise all such duties and powers in respect of any matter or thing arising under this act as such stipendiary magistrate, or magistrate's court, or clerk respectively could do or be required to do under the magistrates' courts act, 1893.

61. The court may sit and conduct its proceedings in open court, and a majority of the members present may decide and finally determine any matters referred to them in such manner as they shall find to stand with equity and good conscience.

62. If either of the members other than the president shall neglect or fail to attend a sitting of the court without good cause shown to the satisfaction of the president, the other member present and the president may, nevertheless, act as fully as if all the members were present.

63. The court may be adjourned from time to time and from place to place in manner following, that is to say: (1) By the court or the president at any sitting thereof, or, if the president is absent from such sitting, then by any other member present, or, if no member is present, then by the clerk; and (2) by the president at any time before the time fixed for the sitting, and in such case the clerk shall notify the members of the court and all parties concerned.[1]

The powers by the last preceding section [sections 54 and 63] hereof conferred upon the president in the case of the court shall, in the case of the board, be exercisable by the chairman thereof.[2]

The board or the court, at any stage of the proceedings before it, and either of its own motion or at the request of any of the parties, may direct that the proceedings be conducted in private, and in such case all persons other than the parties, their representatives, and any witness under examination shall withdraw.[2]

64. If any person shall willfully insult any member of the court or the clerk during the sitting of the court, or shall willfully interrupt the proceedings of the court, or be guilty in any other manner of any willful contempt in the face of the court, it shall be lawful for any officer of the court, with or without the assistance of any other person, to take such offender into custody and remove him from the court, to be detained in custody until the rising of the court, and the person so offending shall be liable to a penalty not exceeding ten pounds [$48.67] for such offense, to be recovered in a summary way as hereinafter provided.

65. If any party to proceedings before the court shall, after notice given to such party, fail to attend or be represented before the court, without good cause shown to such court, the court may proceed and act as fully in the matter before it as if such party had duly attended or been represented. Any person who is a party to any such proceedings may be required to give evidence before the court in the manner hereinbefore provided with respect to a witness.

66. The court may refer any matters referred to it from time to time to a board for investigation and report where it shall think such board may arrive more easily at a settlement thereof, and the award of the court shall be based on the report of such board.

67. The court may at any time dismiss any matter referred to it which it shall think frivolous or trivial, and any award in such case may be limited to an order upon the party bringing the matter before the court for payment of all costs of bringing the same.

In order to enable the court the more effectually to dispose of any matter before it according to the substantial merits and equities of the case, it may, at any stage of the proceedings, of its own motion or on the application of any of the parties, and upon such terms as it thinks fit, by order: (1) Direct parties to be joined or struck out; (2) amend or waive any error or defect in the proceedings; (3) extend the time within which anything is to be done by any party; and (4) generally give such directions as are deemed necessary or expedient in the premises.[2]

The powers by the last preceding section [paragraph] hereof conferred upon the court may, when the court is not sitting, be exercised by the president.[1]

68. The award of the court shall be made within one month after the court shall have begun to sit for the hearing of any reference, and shall be signed by the president of the court, and have the seal of the court attached thereto, and shall be deposited in the office of the clerk of the district wherein the reference arose, and be open to inspection without charge by all persons interested therein during office hours.

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[1] This paragraph was inserted by the amendment act of 1898, in substitution for section 63 of the principal act repealed.

[2] This paragraph was inserted by the amendment act of 1898.

The court in its award, or by order made on the application of any of the parties at any time during the currency of the award, may fix and determine what shall constitute a breach of the award, and what sum, not exceeding five hundred pounds [$2,433.25], shall be the maximum penalty payable by any party or person in respect of any breach: *Provided, however*, That the aggregate amount of penalties payable under or in respect of any award shall not exceed five hundred pounds [$2,433.25].

It shall not be lawful for the court by any award to fix any age for the commencement or termination of apprenticeship.[1]

The court in its award, or by order made on the application of any of the parties at any time during the currency of the award, may prescribe a minimum rate of wages or other remuneration with special provision for a lower rate being fixed in the case of any worker who is unable to earn the prescribed minimum: *Provided*, That such lower rate shall in every case be fixed by such tribunal in such manner, and subject to such provisions as are specified in that behalf in the award or order.

69. (1) The court in its award may order any party to pay to the other party costs and expenses (including expenses of witnesses) as it may deem reasonable, and may apportion such cost between the parties or any of them as it thinks fit, and may at any time vary or alter any such order in such manner as it thinks reasonable; and such costs or any other costs ordered by the court to be paid may be recovered in any court of competent jurisdiction by the party entitled thereto under the award or order of the court as the debt due from the party liable therefor; but no costs shall in any case whatever be allowed on account of any agents, counsel, or solicitor appearing for any party.

(2) The court may also order that the whole or any portion of any such cost as aforesaid shall be taxed by the proper officer of the supreme court, and such officer shall have in, about, and in relation to such taxation all such power, duty, and authority as he would have in any case within the ordinary jurisdiction of the supreme court in respect of taxation of costs.

In every case where the court in its award or other order directs the payment of costs or expenses it shall fix the amount thereof, and specify the same in the award or order. Section 69 of the principal act is hereby modified in so far as it is in conflict with this section, but not further or otherwise.[1]

70. The award shall be framed in such manner as shall best express the decision of the court, avoiding all technicality where possible, but shall state in clear terms what is or is not to be done or performed by each party or person affected by the decision, and may provide for an alternative course to be taken by any party to the proceedings, or by any person affected thereby; but no award shall be void or vitiated in any way because of any informality or want of form, or any noncompliance with the provisions of this act.

71. In all legal and other proceedings it shall be sufficient to produce the award with the seal of the court thereto, and it shall not be necessary to prove any conditions precedent entitling the court to make such award.

72. Proceedings in the court shall not be impeached or held bad for want of form, nor shall the same be removable to any court by *certiorari* or otherwise; and no award or proceeding of the court shall be liable to be challenged, appealed against, reviewed, quashed, or called in question by any court of judicature on any account whatsoever.

73. No proceedings in the court shall abate by reason of the death of any member of the court or of any party to such proceedings, but the same may be continued and disposed of by the successor in office of such member or legal personal representative of the party so dying.

(4) *Enforcement of awards.*

74. Every award of the court shall specify each industrial union, trade union, association, person, or persons on which or on whom it is intended that it shall be binding, and the period, not exceeding 2 years from the making thereof, during which its provisions may be enforced; and during the period within which the provisions of such award may be enforced such award shall be binding upon every industrial union, trade union, association, or person upon which it shall be thereby declared such award shall be binding: *Provided*, That if the members of any industrial union or trade union are mentioned generally in any such award, all persons who are members at the date thereof of such award, or may thereafter become so during its subsistence, shall be included in the direction given or made by the award.

75–81.[2] For the purpose of enforcing any award or order of the court, whether made before or after the coming into operation of this act, the following provisions shall apply, anything in the principal act to the contrary notwithstanding:

(1) In so far as the award itself directs the payment of money, it shall be deemed to be an order of the court, and payment shall be enforceable accordingly under the subsequent provisions of this section relating to orders of the court.

(2) If any party or person on whom the award is binding commits any breach thereof by act or default, then, subject to the provisions of the last preceding subsection hereof, any party to the award may by application in the prescribed form apply to the court for the enforcement of the award.

(3) On the hearing of such application the court may by order either dismiss the application or impose such penalty for the breach of the award as it deems just, and in either case with or without costs.

(4) If the order imposes a penalty or costs it shall specify the parties or persons liable to pay the same, and the parties or persons to whom the same are payable:

Provided, That the amount payable by any party or person shall not exceed five hundred pounds [$2,433]:

Provided also, That the aggregate amount of penalties and costs payable under any award shall not exceed five hundred pounds [$2,433].

(5) For the purpose of enforcing payment of the amount payable under any order of the court (not being an order under section 10 hereof), a certificate in the prescribed form, under the hand of the clerk and the seal of the court, specifying the amount payable and the respective persons by and to whom the same is payable, may be filed in any court having jurisdiction to the extent of such amount, and shall thereupon, according to its tenor, operate and be enforceable in all respects as a final judgment of such court in its civil jurisdiction:

Provided, That for the purpose of enforcing satisfaction of such judgment where there are two or more judgment creditors thereunder, process may be issued separately by each judgment creditor against the property of his judgment debtor in like manner as in the case of a separate and distinct judgment.

(6) All property belonging to the judgment debtor (including therein, in the case of an industrial union or trade union, all property held by trustees for the judgment debtor) shall be available in or toward satisfaction of the judgment debt, and if the judgment debtor is an industrial union, an

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[1] This paragraph was inserted by the amendment act of 1898.

[2] The following provisions were substituted by the amendment act of 1898, in the place of sections 75 to 81 of the principal act repealed.

industrial association, or a trade union, and its property is insufficient to fully satisfy the judgment debt, its members shall be liable for the deficiency:

Provided, That no member shall be liable for more than ten pounds [$48.67] under this subsection.

(7) For the purpose of giving full effect to the last-preceding subsection hereof the court or the president thereof may, on the application of the judgment creditor, make such order or give such directions as are deemed necessary, and the trustees, the judgment debtor, and all other persons concerned shall obey the same.

(8) The foregoing provisions of this section are in substitution of those contained in sections 75 to 81 of the principal act, and those sections are hereby accordingly repealed.

(9) Nothing in this section contained shall affect the validity of any proceedings which at the coming into operation of this act are pending for the enforcement of any award or order of the court in so far as the same relates to the payment of money, and all such proceedings may either be continued under the principal act, or be abandoned and be instituted afresh under this act; but all proceedings pending for enforcement of any award by attachment are hereby stayed, and in lieu thereof proceedings may be instituted afresh for enforcement by penalty under this section:

Provided, That the court when disposing of such fresh proceedings shall make such order as to costs as it deems just, having regard to the costs of the proceedings abandoned or stayed as aforesaid.

PART IV.

GOVERNMENT RAILWAYS.

82. The management of Government railways under the Government railways act, 1887, shall be deemed to be an industry within the meaning of this act; and notwithstanding anything contained in the first-mentioned act, the railway commissioners appointed thereunder may make an industrial agreement with the society now registered under the trade-union act, 1878, and called The Amalgamated Society of Railway Servants, and either the said commissioners or the society may refer any industrial dispute between them to the court established under this act; and the commissioners may give effect to any terms of an award made by such court.

The society may be registered as an industrial union under this act; and the commissioners shall be deemed to be employers within the meaning and for the purposes of this act.

The foregoing provisions shall apply to any reconstruction of such society in case of its dissolution, and shall extend to any similar society taking the place of such first-mentioned society and registered under this act.

83. In case the commissioners shall neglect or refuse to agree with the said society to refer any industrial dispute to the court, the society may, by petition lodged with the clerk, refer such dispute to the court to hear and determine the same; and the court, upon such petition, and if it shall consider the dispute sufficiently grave to require it, may require the commissioners to appear before the court, and to submit the matters in dispute to its decision, and for that purpose the court shall have all such jurisdiction and authority and may do all such acts and things as may be necessary for such purpose, in accordance with the preceding provisions of this act.

84. Notwithstanding anything in this act contained, no board constituted under this act shall have any jurisdiction in any matter of dispute between the commissioners and the said society.

PART V.

MISCELLANEOUS.

85. Any notification made or purporting to be made in the Gazette by or under the authority of this act may be given in evidence in all courts of justice, in all legal proceedings, and for any of the purposes of this act, by the production of a copy of the Gazette, printed by the Government printer for the time being.

86. Every instrument or document, copy or extract of an instrument or document, bearing the seal of the court shall be received in evidence without further proof, and the signature of the president of the court, or the chairman of any board, or of the registrar, or of the clerk of awards, shall be judicially noticed in or before any court or person or officer acting judicially or under any power or authority contained in this act: *Provided*, That such signature be attached to some award, order, certificate, or other official document made or purporting to be made under this act.

No proof shall be required of the handwriting or official position of any person acting in pursuance of this section.

87. The governor from time to time may make, alter, or revoke such regulations not inconsistent with this act as may be necessary or desirable to carry out all or any of the following purposes.

(1) Prescribing the forms of certificates or other instruments to be issued by the registrar, and of any certificate or other proceeding of any board or any officer thereof;

(2) Prescribing the duties of clerks of awards, and of all other officers and persons acting in the execution of this act;

(3) Providing for anything necessary to carry out the first or any subsequent election of members of boards, or on any vacancy therein, or in the office of chairman of any board, including the forms of any notice, proceeding, or instrument of any kind to be used in or in respect of any such election;

(4) Providing for the mode in which recommendations of members of the court shall be made and authenticated;

(5) Prescribing any act or thing necessary to supplement or render more effectual the provisions of this act as to the conduct of proceedings before a board or the court, or the transfer of such proceedings from one of such bodies to the other;

(6) Providing generally for any other matter or thing necessary to give effect to this act, or to meet any particular case;

(7) Prescribing what fees shall be paid in respect of any proceedings before a board or in the court, and the party by whom such fees shall be paid; and what fees shall be paid to the president or members of the court, or the chairman or members of the board;[1]

(8) For any other purpose for which it is by this act provided regulations may be prescribed.

Nothing in any such regulations shall supersede any fees for the time being in force in the supreme court, or any other court, in relation to any proceedings therein, otherwise than as is herein expressly provided.

All such regulations shall be published in the Gazette, and within 14 days after the making thereof shall be laid before both houses of the general assembly if it shall be then sitting, and, if not then

[1]The clause "or the chairman or members of the board" was added by the amendment act of 1896.

sitting, then within 14 days after the beginning of the next session of such assembly, and shall have the force of law from the date of such publication.

88. All charges and expenses connected with the administration of this act, exclusive of expenses incurred by industrial unions, trade unions, or associations under Parts I or II of this act, or of the parties and witnesses concerned in any industrial dispute referred to a board or the court, shall be defrayed out of such annual appropriations as shall from time to time be made for that purpose by the general assembly.

89. The court shall have full and exclusive jurisdiction to deal with all offenses against the principal act, and for the purpose of this section the following provisions shall apply:

(1) Proceedings to recover the penalty by the principal act imposed in respect of any such offense shall be taken in the court in a summary way under the summary provisions of the justices of the peace act, 1882, and these provisions shall, *mutatis mutandis*, apply in like manner as if the court were a court of justices exercising summary jurisdiction under that act: *Provided*, That in case of an offense under section 64 of the principal act (relating to contempt of court) the court, if it thinks fit so to do, may deal with it forthwith without the necessity of an information being taken or a summons being issued.

(2) For the purpose of enforcing any order of the court made under this section a duplicate thereof shall, by the clerk of awards, be filed in the nearest office of the magistrate's court, and shall thereupon, according to its tenor, operate and be enforced in all respects as a final judgment, conviction, or order duly made by a stipendiary magistrate under the summary provisions of the justices of the peace act, 1882.

(3) The provisions of section 73 of the principal act shall apply to all proceedings under this section.

(4) All penalties recovered under this section shall be paid into the public account and form part of the consolidated fund.

(5) The foregoing provisions of this section are in substitution of those contained in section 89 of the principal act, and that section is hereby accordingly repealed.

(6) Nothing in this section contained shall apply to the breach of any award or order of the court or to the penalty in respect of such breach.[1]

90. No stamp duty shall be payable upon or in respect of any registration, certificate, agreement, award, or instrument effected, issued, or made under this act. But nothing herein shall apply to the fees of any court payable by means of stamps.

91. Nothing in this act shall apply to Her Majesty the Queen, or any department of her Government in New Zealand, except as herein is otherwise expressly provided.

3. Working of the New Zealand law.—Opinions regarding the working of the New Zealand compulsory arbitration law differ very greatly. Some of the conflicting statements will be quoted below. Although the act has been in force since January 1, 1895, comparatively little advantage was taken of it for the first two years, and the length of time in which it has been in active operation is not sufficient to make a final judgment possible. It is especially to be noted, moreover, that the past few years have been years of unusual prosperity in New Zealand, and that, even in the absence of the compulsory arbitration system, higher wages and improved conditions for the workingmen would doubtless have been secured. Because of the rise in the labor market there has doubtless been less opposition to the decisions of arbitrators, a large majority of which have granted advantages to the employees, than would have been the case under stationary conditions or with a depressed state of industry.

There seems to be a general consensus of evidence to the effect that the arbitration act has been much more popular with employees than with employers. Employers have been especially disinclined to form organizations, and most of the disputes actually brought before the boards of conciliation and the court of arbitration have been instituted by registered labor organizations, very few owing their origin to movements on the part of the employers. On March 31, 1899, a total of 132 unions had been registered, of which 124 were unions of workingmen, including a membership of 14,822.[2] The comparatively small number of persons subject to the effect of the compulsory arbitration law is made evident by the small number of members of these organizations. It will be remembered that the entire population of New Zealand is less than 800,000, and that by far the greater part of the population is engaged in agricultural pursuits. In 1896 only 27,389 persons in the colony were employed in factories and workshops, meat preserving and other similar establishments.[3] Thus the conditions are very different from those in the great industrial countries of America and Europe.

With all these qualifications as to the significance of the experience of New Zealand, the results already obtained by the operation of the compulsory arbitration law are exceedingly interesting. The boards of conciliation and the court of arbitration have already dealt with a very great variety of questions affecting a large number of trades, and have rendered awards which have been effectively enforced. While only 2 disputes were brought before the board up to March 31, 1896, and only 6 during the next year, the year ending March 31, 1898, saw no less than 30 cases settled by arbitration and conciliation, while the number of cases settled in 1898–99 was 25. In the year[4] ending March 31, 1900, 35 cases were brought before the various boards of conciliation. As to 13 of these the boards

[1] This section was inserted by the amendment act of 1898.
[2] See Bulletin of the New York Bureau of Labor Statistics, December, 1899.
[3] New Zealand Official Yearbook, 1899, pp. 272, 273.
[4] Report of the New Zealand Department of Labor, 1900.

reported definitely that they were unable to effect a settlement, while a considerable number of other cases were appealed to the court of arbitration. It is impossible to determine from the reports precisely how many awards of the boards of conciliation were accepted by the parties, but the number was approximately 10. The court of arbitration rendered 19 decisions during the year. Seven of these applied to the building trades in the various cities of the colony. Three had to do with the seamen and dock laborers, 2 with the workers in gold mines, 2 with the workers in coal mines, 2 with the boot and shoe industry, and 1 each with the bakers, the iron molders, and the furniture makers.

There have been comparatively few cases of violation of awards of the court of arbitration. All of these, moreover, have been as to minor matters, and small amounts of damages have been awarded or small fines imposed upon the offenders, who were in practically all instances employers.

In 1899–1900 there were four charges of breach of award brought before the court, the largest penalty imposed being £7 7s. In two of these cases the offense was the compulsion of workingmen to begin labor before the hours prescribed in the award. In one of the four cases the court decreed that no breach of the award had been proved. As yet there has been no instance of a complete refusal by either party to accept an award. In particular there has been no test as to the possibility of effective enforcement upon the members of labor organizations.

The workingmen generally appear to be fairly satisfied with the law, as appears from the growing number of unions which have registered under it and the growing number of disputes brought before the boards and courts. In general, employers seem to have been less favorably disposed toward the measure, but there are signs, apparently, that it is growing somewhat in favor, although perhaps a great majority of the employers still oppose it. In the case of industries in which competition between employers is sharp, there has been some disposition to favor the system of compulsory regulation of the conditions of labor because of the resulting uniformity. Manufacturers know that their competitors have to pay the same wages and meet the same conditions of employment, so that the conditions of competition are made more equitable. There are advantages, too, in the stability which results from the establishment of the terms of the labor contract for a definite period of time, within which contracts may be made with reasonable certainty regarding costs.[1]

One of the most noteworthy features regarding the working of the law is the comparatively slight use which has been made of the principle of conciliation as distinguished from that of arbitration. The ministers who introduced the arbitration bill told the New Zealand parliament that 90 cases out of every 100 would probably be settled by conciliation boards and would not go to the board of arbitration. Another argued that the court of arbitration would be called upon not more than once in 20 years. In practice only one-third of the cases brought before the boards of conciliation have been effectively settled by them without appeal to the court of arbitration. It is probable that, were there no opportunity for appeal to a body having compulsory authority, the conciliation boards, if they had power to compel parties to come together and discuss their differences, and to make investigations, might be able to bring about an agreement in a larger proportion of cases. Knowing, however, that the other side may appeal to a body having compulsory power, in many cases, neither party seems to take a great interest in the proceedings of the boards of conciliation, or to show a disposition to come to agreements under their influence.[2]

Many of the decisions of the court of arbitration are exceedingly elaborate, and prescribe all of the conditions under which labor shall be employed in a given industry or locality. The terms of the awards read in many cases not unlike those of the elaborate joint agreements regarding the conditions of labor which are frequently made in Great Britain and the United States. Of course, the most important question is usually that regarding the rate of wages, but many other matters are frequently covered by a single decision. The disposition has been to establish conditions as nearly uniform within each trade in a given locality, and to approximate as far toward uniformity throughout the colony, as the conditions of labor and of the trades would permit. In a large majority of awards the conditions are more favorable for the employees than those previously existing.

A typical decision of the court of arbitration is quoted in a note at the end of the section.

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[1] See Bulletin of the New York Bureau of Labor, December, 1899; Reports of the New Zealand Department of Labor, 1896–1899.

[2] Lloyd, A Country Without Strikes, pp. 29 and 30; Reports of the New Zealand Department of Labor, 1897–1899.

One of the most important cases which the court of arbitration has had to deal with is that of the boot and shoe trade. In this trade voluntary boards of conciliation and arbitration had existed and had worked successfully for several years before the act was passed. Soon after the act came into effect the existing board expired by the terms of the agreement, and the parties were unable to agree again. An appeal was made to the court of arbitration. The court, in addition to deciding the specific points which were presented to it, reestablished the trade custom of boards of conciliation and arbitration within the trade itself, laid down a full and exact constitution for these boards, and gave them power to fix prices, determine conditions, and settle disputes within the trade.[1]

NOTE.—DECISION OF THE COURT OF ARBITRATION OF NEW ZEALAND AS TO THE WELLINGTON CARPENTERS AND JOINERS.

In the Court of Arbitration of New Zealand, Wellington industrial district. In the matter of "The industrial conciliation and arbitration act, 1894," and the amendments thereof; and in the matter of an industrial dispute between the Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers (Wellington Branch) and the Wellington Builders' and Contractors' Industrial Union of Employers:

The Court of Arbitration of New Zealand (hereinafter called "the court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having heard the Wellington Builders' and Contractors' Industrial Union of Employers by its representatives duly appointed, and such other of the employers as appeared before it, and having heard the witnesses called and examined by and on behalf of the union and of the employers, respectively, and cross-examined by the said parties, respectively, doth hereby order and award that, as between the union and the members thereof, and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto, shall be binding upon the union and upon every member thereof, and upon the employers and each and every of them and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof, and the employers and each and every of them, shall, respectively, do, observe, and perform every matter and thing by the said terms, conditions, and provisions on the part of the union and the members thereof, and on the part of the employers and each and every of them, respectively, required to be done, observed, and performed, and shall not do anything in contravention of the said terms, conditions, and provisions, but shall in all respects abide by and observe and perform the same. And the court doth hereby further order and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect to any such breach: *Provided, however* (as provided by the third section of the "Industrial conciliation and arbitration act amendment act, 1898"), That the aggregate amount of penalties payable under or in respect of this award shall not exceed the sum of £500. And this court doth further order that this award shall take effect from the 13th day of August, 1900, and shall continue in force until the 21st day of January, 1902.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been affixed, and the president of the court hath hereunto set his hand this 3d day of August, 1900.

[L. S.] J. C. MARTIN, *President.*

The schedule hereinbefore referred to:

1. The recognized hours shall be 45 in each week, commencing, except on Saturdays and in the months of May, June, and July, at 8 a. m. and finishing at 5 p. m. During the months of May, June, and July work shall commence at 8 a. m. and finish, except on Saturdays, at 4.45 p. m. During these months half an hour shall be allowed for dinner. During the remainder of the year three-quarters of an hour shall be allowed for dinner. On Saturdays work shall commence at 8 a. m. and finish at a quarter to 12 noon.

2. All journeymen carpenters, or journeymen joiners, or journeymen carpenters and joiners, shall be paid not less than 1s. 4d. per hour for any work done on any day (other than the days mentioned in paragraph 4 hereof) during the hours mentioned in paragraph 1 hereof. All wages shall be paid weekly, either on the job or at the employers' place of business, but wherever paid they shall be paid to the workmen not later than 15 minutes after leaving off work.

3. Except in respect of stair building no carpenter or joiner shall be paid by piecework, nor shall any builder or employer sublet his work labor only.

All the overtime work, and statutory holidays and Labor Day, shall be paid for at the rate of time and a quarter for the first 2 hours, and time and a half after the first 2 hours.

5. Any workman who considers himself not capable of earning the wages mentioned in paragraph 2 hereof may be paid such less wages as may from time to time be agreed upon in writing between any employer and the secretary or treasurer of the union; and in default of such agreement, within 24 hours after such journeyman shall have applied in writing to the secretary of the union stating his desire that such wage shall be so agreed upon as shall be fixed in writing by the chairman of the conciliation board for the industrial district, upon the application of such journeymen. * * *

8. The number of men whose wages has been fixed under paragraph 5 employed by any employer shall not at any one time exceed the proportion of 1 of such men to every 3 men to whom are paid wages at the rate specified in paragraph 2.

9. The provisions of paragraphs 6, 7, and 8 shall not apply in respect of men who have been qualified to earn full journeymen's wages, but who by reason of age, sickness, or accident are no longer able to earn such wages.

* * * * * * *

16. The employer shall provide upon the works a properly secured place for the tools of the workmen employed upon such work by him, and shall also provide all necessary sanitary conveniences for the use of the workmen.

17. Wherever 2 or more workmen are employed the employer shall provide and keep a suitable grindstone for the use of the workmen, and every workman shall at all times keep his tools in proper order.

18. All boys shall be apprenticed by deed of apprenticeship, either to learn a particular branch or

[1] Lloyd, A Country Without Strikes, p. 49.

particular branches of the trade or to learn the trade generally. If to learn one branch only, the period of apprenticeship shall be 4 years. If to learn more than one branch, the period shall be 5 years. Any employer shall, before taking a boy as apprentice, be entitled to take him for 3 months on probation, and if at the end of such probation the boy becomes a bound apprentice, such period of 3 months shall be reckoned as part of the period of apprenticeship which, under this paragraph, the boy is to serve. Apprentices who on the 27th day of June, 1900, were serving an apprenticeship without a deed of apprenticeship, may complete such apprenticeship, but it shall be incumbent upon the employer with whom such apprentice was so serving to give notice in writing to the secretary or president of the union within 1 calendar month from the date of this award of the name of such apprentice, and of the period when his service began and when it is to end. The wages to be paid to apprentices shall be, during the first year of their apprenticeship, not less than 5s. during each week; during the second year, not less than 10s. per week; during the third year, not less than 15s. per week; during the fourth year, not less than £1 per week; and during the fifth year, not less than £1 5s. per week.

19. When men who have been employed for not less than 4 weeks are discharged, 1 hour shall be allowed them to put their tools in order.

20. If and after the union shall so amend its rules as to permit any person now employed in this industrial district in this trade, or any other person now residing or who may hereafter reside in this industrial district, and who is a competent workman, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent subscriptions, whether payable weekly or not, not exceeding 6d. per week, upon the written application of the person so desiring to join the union, without ballot or other election, and shall give notice of such amendment in the New Zealand Times and Evening Post, newspapers published in the city of Wellington, then and in such case and thereafter employers shall, in the engagement of workmen, employ members of the union in preference to nonmembers, provided that there are members of the union equally qualified with nonmembers who perform the particular work required to be done and ready and willing to undertake it.

21. Until compliance by the union with the last preceding clause employers may employ workmen whether members of the union or not, but no employer shall discriminate against members of the union, and no employer shall, in the dismissal or employment of workmen, or in the conduct of his business, do anything for the purpose of injuring the union, whether directly or indirectly.

22. When members of the union and nonmembors are employed together there shall be no distinction between members and nonmembors, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

4. Preference of trade unions by the Court of Arbitration.[1]—An interesting development of the New Zealand law and the decisions of the board of conciliation and the Court of Arbitration has been the preferential treatment of members of labor organizations. In many instances the court has decreed that employers must give preference in employment to members of registered labor unions, provided, always, that there are members of the union who are equally qualified with nonmembers to perform the work and who are willing to undertake it. The court has used care in granting this preference, and has refused it in the case of certain organizations which do not include a great majority of the workers in the trade in a given locality. That is to say, the court declines to give trade unions a preference unless they have previously practically achieved the preference for themselves. Even when it does give the preference the court is careful to protect nonunionists who are at work. Such a sentence as this occurs frequently in its decisions: "This is not to interfere with the existing engagements of nonmembers, whose present employers may retain them in the same or other positions."

By a decision rendered in January, 1900, moreover, the court held that if preference is given to trade unionists, they also must give a preference to employers who are organized in associations.

In the case of a coal mining company which had discharged three men because they were prominent members of a labor organization, the court ordered the company to pay, by way of damages to the union, $283, which was all the wages the men had lost, and also to pay $57 costs. It further ordered the company to reinstate any of the discharged men who should apply for reinstatement within one week, in the same positions they occupied at the time of dismissal.

As an illustration of the extent to which this practice of granting preference to members of labor organizations has been carried, we may observe that during the year ending March 31, 1899, unionists received this advantage in the awards of the arbitration court concerning the Dunedin pastry cooks, Christchurch bakers and pastry cooks, Canterbury carpenters, Christchurch furniture trades, Dunedin boot makers, Wellington tailoresses, Dunedin tailors, and Christchurch painters. But preference was refused in regard to the Christchurch engineers and the Wellington bakers. The conciliation boards recommended preferential employment of unionists in the case of the Wellington plumbers, Kaitangata coal miners (afterwards withdrawn), Wellington iron and brass molders, Christchurch tinsmiths, Dunedin tailors, and Canterbury grocers. The boards, however, did not recommend preference in regard to the Auckland bakers, Dunedin iron and brass molders, Dunedin furniture trades, Auckland painters, and Wellington painters, merely stipulating that no discrimination should be used by employers against the members of these unions.

The court of arbitration has given several reasons for this policy of favoring

[1] Report New Zealand Department of Labor, 1899, p. III; 1900, p. III. Lloyd, A Country Without Strikes, pp. 47, 63–67, 88.

unionists. First, where the custom has already been established in the trade that is a reason for continuing it. Second, the title of the original act was "An act to encourage the formation of industrial unions and associations, and to facilitate the settlement of industrial disputes by conciliation and arbitration." The court held that the title must be considered as a part of the act in determining the intention of the legislature. Finally, the court holds that the advantages which the unions procure for their members are obtained at some expense, and it is but right, provided entrance to the union is not prohibited, that a preference should be given to unionists; and if nonunionists will not pay the small fee and contributions in order to obtain the same advantages, they have nothing to complain of.

Employers have in some instances seriously objected to this preference of unionists by the court of arbitration. In 1899 the master plumbers of Christ Church took an appeal from the court of arbitration on the ground that it has no legal authority to compel employers to give preference to unionists. The matter was carried to the highest court of the colony, which upheld the decision of the court of arbitration. It is probable that the New Zealand Parliament will be asked to make its stand in the matter clear, and to amend the law by expressly authorizing or expressly forbidding the preference to unionists.

5. Proposed amendments to law.—The reports of the New Zealand department of labor discuss various recommendations which have been made for changes in the arbitration law:

(1) That unions should themselves directly choose the members of the arbitration courts instead of merely recommending them, thus getting greater advantage from the fact that they are compelled to organize in order to avail themselves of the law. This suggestion is apparently approved by the department.

(2) That the decisions of the boards of conciliation should be made binding if the parties to the suit agree to the recommendations of these boards. Much time is now wasted, so it is claimed, by cases being brought before the conciliation boards when it is the express intention of the parties to appeal to the court of arbitration in any case. The department of labor, however, doubts whether it would be desirable in this way to destroy all provision for conciliation proper, however great the economy.

(3) The objection that petty grievances are prolonged in order that the boards may be kept sitting might be obviated by charging the costs upon the parties, but the department of labor believes that there would be danger that justice would thus be crippled, owing to the cost of securing it. It is better for the country to bear the expense and to protect its weaker members.

(4) In the last report of the department for the year ending March 31, 1900, it is suggested that the permanent boards of conciliation might perhaps well be abandoned altogether. Their place would then be taken by special boards of conciliation to be constituted in separate trades and for the most part in connection with each particular dispute. This would be more economical, because continuous salaries would not be necessary. It would also be especially advantageous, because each board could be constituted of men familiar with the industry. At present, the department points out, members of the board have no technical knowledge of the conditions of most of the industries with which they have to deal, and, even with the assistance of experts, they have difficulty in reaching satisfactory conclusions. It is added, however, that such a change would involve a complete revision of the law, and careful consideration is therefore recommended before any definite steps are taken.

(5) Another vital amendment which has been proposed is that the parties to disputes shall be permitted to agree between themselves in advance to submit their differences directly to the court of arbitration without previous action by the boards of conciliation, as is now required.

It will be observed that most of these proposed amendments grow out of the fact that the boards of conciliation, as at present constituted, have largely failed to accomplish the results which was expected from them.[1]

6. Various opinions as to working of law.[2]—*Views of department of labor of New Zealand.*—The report of the department of labor of New Zealand for 1898 (p. v) comments on the growing use of "these beneficent measures" concerning industrial arbitration. It considers that the arguments brought against the boards and the court of arbitration are on the whole not well founded. Thus it is objected that these boards stir up strife "by enabling petty misunderstandings to be

[1] Report of the New Zealand Department of Labor, 1898, p. v; 1900, p. iv.

[2] See also testimony of Mr. H. H. Lusk, Reports of the Industrial Commission, Vol. VII, pp. 882-885, and article by him in appendix to this volume.

dragged into the full light of day and become serious; that the boards and court foment enmity between the employer and employed by binding employers under harassing restrictions and wasting the time of both parties in litigious proceedings." Replying to this, the report points out that many of the apparently small issues which come before the boards would, without them, doubtless become the cause of great strikes. The cost of settling many disputes by arbitration is less than the loss from a single strike.

The reports of the department for 1899 and 1900 also speak approvingly of the measure and its results.

Opinion of Hon. W. H. Reeves.—Mr. Reeves, the author of the New Zealand compulsory arbitration law, has repeatedly expressed his satisfaction with the working of the measure. He has said, among other things:[1]

"The object of the New Zealand conciliaton and arbitration act is not only to stamp out sweating and improve the workers' condition. These, indeed, were not its immediate aims, though they are consequences—and very valuable consequences—which have flowed from it. Its special and primary object was to bring about industrial peace. * * *

"It should be stated frankly that most of the cases brought before these tribunals have been initiated by trade unions and that most of the decisions have granted concessions of more or less value to the plaintiffs. The explanation of this is found in the prosperity which has marked the last 4 or 5 years in New Zealand. The labor market has been a rising market since the arbitration act came into use. Under the old conditions the workers whose wages had been cut down in the dull times of the previous decade would have struck on a rising market as they strike elsewhere. Instead of striking on a rising market they have arbitrated on a rising market, and instead of the industries of New Zealand being convulsed and disorganized, the factories have not been closed through labor troubles for one single day.

"Next to the wide use which has been made of the law in the colony the most striking feature of its history has been the respect that has been paid to its decisions. Where, as in certain cases, these have been disappointing to the trade unions they have been loyally obeyed; and though in a few instances the same can not be said for the employers, the recalcitrants have not been many, they have not been employers of great size or standing, and their attempts at resistance or evasion have been sufficiently dealt with by small fines and very moderate penalties. * * *

"The briefest and most convincing argument for disabusing the mind of anyone who may fancy that the New Zealand arbitration act had hampered industry is to be found in the following figures, which give the hands employed in the registered factories of the colony for the last 5 years. It may be explained that 'factory' in New Zealand means workshop, small or large, and that registration is universal.

Year.	Hands employed.	Increase.
1895	29,879	4,028
1896	32,387	2,508
1897	36,918	4,531
1898	39,672	2,754
1899	45,305	5,633

"It may be, and, indeed, has been, stated that the strength of the law can not be fully tested until some powerful organization of labor or capital defies the decision of the court and is successfully dealt with. English doctrinaire critics lay great stress on this and are wont to ask triumphantly what could be done with the members of a large trade union without funds to enable them to pay the court's penalties for disobedience and at the same time stubbornly determined not to go to work under the conditions laid down by the court? The answer to that is surely found in a study of the history of labor disputes. These show that it is unions destitute of funds which carry on stubborn and ultimately successful strikes. And if impecunious workers can not successfully cope with the antagonism of employers whose resources are after all limited, how can they expect to cope with the power of a State tribunal, whose will is not to be bent, which has no factory to be closed or business to be injured, and which is backed by the forces of law and public opinion?

[1] Introduction by Mr. Reeves to Lloyd's A Country Without Strikes.

"To my mind, however, the best recommendation to the New Zealand law is just that it has not so far led to any desperate trial of strength of this kind. By applying the good old motto that prevention is better than cure, it has taken labor disputes in hand before they have reached that pitch at which the passions of the disputants on both sides are inflamed and impel them to wild speech and wilder action. It gets at labor and capital before they have come to the unreasonable stage of their quarrel. It frankly accepts their two irresistible tendencies in modern times, the first of which is that they will differ, and the second that they will organize in order to settle their differences. There are philanthropists who think that the remedy for their conflicts is found in urging them not to quarrel and not to organize; there are some who would sternly forbid them to organize. The New Zealand law, on the contrary, frankly encourages their organization, admits that they are bound to differ, and only insists that if they can not settle their differences in a friendly and peaceful manner they must go to the State, which will provide them with machinery for doing so."

Views of Hon. B. R. Wise.[1]—Another favorable view of the success of the New Zealand measure was presented by the attorney-general of New South Wales, Hon. B. R. Wise, in moving the adoption of a somewhat similar bill in his own colony:

"I admit to the full that we can not press the example of New Zealand too far. I admit that the conditions of industry there differ to a very considerable extent from ours. I admit, further, that the years during which the enforcement of industrial awards has been permitted in New Zealand have been years of very great prosperity, which perhaps do not furnish a full test of the measure. But I assert that a large number of industrial struggles have been prevented in New Zealand, and I assert also that that has been done without any great injury to the community. I know it is almost as difficult to get facts about New Zealand as it is to get facts about Ireland. When you meet one set of people they will tell you that New Zealand is in the height of prosperity, and another set will tell you that it is in the lowest depths of commercial distress. But I prefer to take figures, about which there can be no dispute either as to their accuracy or as to their meaning; and I find that there is not the slightest evidence—to put it in the mildest way—that this regulation of industry, by means of decisions of courts of law, which is said to be such a disastrous thing for commerce, has produced any of the unfortunate results that were anticipated. The evidence is, in fact, all the other way. I find, for instance—and I am quoting from a letter by Mr. Reeves to the Times of January 6, 1899—that there were 75 large financial and industrial companies in New Zealand—Mr. Reeves says he has only taken the largest. Of these only 8 paid no dividends last year; 2 paid only 4 per cent, 8 paid 5 per cent, and the remainder paid dividends at rates from 6 to 17½ per cent. That is to say, 62 companies out of 75 paid dividends of from 6 to 17½ per cent. That does not look as if the industries were crushed by this provision for regulating industry. But I suppose there is even a better test, and that is the returns which are given from the income tax. In New Zealand during the last 3 years—those are the 3 years during which the enforcement of awards act has been in operation—the rate of income tax has not been altered. It is the same rate now as it was 3 years ago, and the returns from the income tax have increased 25 per cent in those 3 years, showing in the plainest possible manner the distribution all through the community of a very solid prosperity. I find, too, that trade, measured by imports and exports, increased 40 per cent; the number of factory hands has gone up from 36,000 to 39,000 in 3 years."

Views of Mr. Henry Demarest Lloyd.—Mr. Lloyd recently made a visit to New Zealand and investigated at first hand the working of the compulsory arbitration law. He presents a very favorable view of its results. He says:[2]

"First. Strikes and lockouts have been stopped.

"Second. Wages and terms have been fixed, so that manufacturers can make their contracts ahead without fear of disturbance.

"Third. Workingmen, too, knowing that their income can not be cut down nor locked out, can marry, buy land, build homes.

"Fourth. Disputes arise continually, new terms are fixed, but industry goes on without interruption.

"Fifth. No factory has been closed by the act.

"Sixth. The country is more prosperous than ever.

"Seventh. The awards of the arbitration court fix a standard of living which other courts accept in deciding cases affecting workingmen.

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[1] Pamphlet copy of speech, Sydney, 1900.
[2] A Country Without Strikes, pp. 178-180.

"Eighth. Awards made by compulsory arbitration are often renewed by a voluntary agreement when they expire.

"Ninth. Trade unions are given new rights, and are called upon to admit all competent workingmen in the trade.

"Tenth. Compulsion in the background makes conciliation easier.

"Eleventh. Compulsory publicity gives the public—the real arbitrator—all the facts of every dispute.

"Twelfth. Salaried classes, as well as wage-earners, are claiming the benefits of arbitration.

"Thirteenth. Peaceable settlement with their men has been made possible for the majorities of the employers who wanted to arbitrate, but were prevented by minorities of their associates.

"Fourteenth. Labor and capital are being organized into trade unions and associations, instead of mobs and monopolists.

"Fifteenth. Trade honesty is promoted by the exposure and prevention of frauds on the public.

"Sixteenth. Humane and law-abiding business men seek the protection of the law to save themselves from destruction by the competition of inhumane and law-breaking rivals.

"Seventeenth. The weak and the strong are equalized both among capitalists and the workingmen.

"Eighteenth. The victory is given as nearly as possibly to the right instead of the strong, as in war.

"Nineteenth. The concentration of wealth and power are checked.

"Twentieth. The distribution of wealth is determined along lines of reason, justice, and the greatest need, instead of along lines of the greatest greed.

"Twenty-first. Democracy is strengthened by these equalizations.

"Twenty-second. It furnishes the people their only cheap, speedy, and untechnical justice."

Mr. Lloyd declares further that one of the important uses of the court of arbitration is to destroy the power of a small minority of employers in a trade to control the action of all by refusing to join with the majority in giving fair wages, hours, and other conditions to their employees. The force of competition makes it very difficult for the best disposed to do better by their men than the worst disposed will do. Cases have arisen in which manufacturers have helped their employees to organize and appeal to the court of arbitration in order to get decisions which should bind not only themselves but their uncontrollable competitors. The benefits of legal enforcement of common rules have been especially conspicuous in the clothing trades. For instance, the master tailors' association of Dunedin, after long negotiations, had arranged a scale of prices with the employees. Forty-two employers of the 49 in the town had signed this "log" as satisfactory to them. Seven stood out. An appeal was made to the arbitration board. The board decided in favor of the agreement made by the union and the 42 employers. The other 7 remained obdurate, and the court of arbitration had to be called upon to make a decisive award.[1]

Mr. Ewington's criticisms.[2]—The following extracts from a paper by Mr. F. G. Ewington, honorary secretary of the New Zealand branch of the Liberty and Property Defense League (a strongly individualist organization), written in January, 1898, show the views of the opponents of State arbitration as to the effects of the New Zealand measure:

"It is most unfortunate that the act originated in a time of political turbulence, and was fathered by Mr. Reeves, who unnecessarily flaunted in people's faces the fact of his being a Fabian Socialist, and showed such bias against capitalists—as socialists usually do—that he provoked suspicion and resentment even when he attempted a good thing. Hence this act, which might prove a serviceable one if certain bad features were eliminated, has from the very first been ignored by all employers' associations in the colony. * * *

"The act in question is a symbol of perpetual industrial war. It has been used as an instrument of political patronage to labor and of defiance to capital. Defeated parliamentary labor candidates have been consoled with seats on conciliation boards, even when their known bias against capitalists was conspicuous; and, as if some evil genius dreaded industrial peace, the opponents of employers were actually appointed by the Government to represent the employers, for the employers would not themselves appoint anyone after Mr. Reeves's hostile attitude.

"Actions have been taken against employers under the act, without any con-

[1] Lloyd, A Country Without Strikes, pp. 45, 91, 96.
[2] Pamphlet published by the British Liberty and Property Defense League, London, 1899.

ceivable reason, except to harass them. Hence this law generates political strife, resentment, suspicion, and reprisals, subversive of the State. It does not conciliate, but it exasperates, sets class against class, trade against trade, and becomes an engine for assault of big traders on little traders, and on vested interests; also on the freedom of employers and on nonunionist workmen. * * *

"I do not say that the conciliation and arbitration act is the sole cause of the very serious industrial shrinkage which Government statistics disclose, but I do say that it is a very potent cause, because ever since Mr. Reeves's bill became law it has been a most disturbing element in trade and industry. * * *

"Since the act was passed in 1894[1] 111 local industries have been closed entirely, 2,491 fewer workpeople are employed in the remaining industries, and £302,[illegible] less yearly wages are paid. But further, 5,292 less horsepower machinery is used; hence iron founders, machinists, coal miners, and laborers also have lost work, and farmers have been driven farther afield to sell their raw products. And all this coincidentally with an increase of the protective tariff, up to even [illegible] per cent in some instances, and a poll tax on foreign commercial travelers, which poll tax is now repealed. * * *

"People abroad evidently note these things, hence our population has only increased by 4,620, by excess of arrivals over departures during 1894, 1895, and 1896—an average of 1,540 a year! It should be noted that I do not allude to natural increase. Wages, too, generally, have fallen, and there are over 17,000 breadwinners out of employment in this colony. * * *

"People in England are led to believe that this act is only put into force when an industrial dispute arises between employers and employees, and a strike or lockout would result except for the operation of the act. That is not so. The act is set in motion for every little petty thing, and sometimes an official of one of the unions will go about making mischief, and himself start the law in motion where no dispute really exists."

The New Zealand Herald on the act.—The following extract is quoted from the New Zealand Herald, of December 30, 1897, a paper strongly opposed to the arbitration act:

"The Auckland employers declined to have anything to do with the working of the act. The law provides that, if the employers do not elect a member of the conciliation board, then the government shall do so. The trade unions appointed as their representatives Mr. Fawcus and Mr. Lucas. The government appointed to represent the employers Mr. Shera and Mr. Holland. The former of these gentlemen is not an employer; he is a Liberal politician, who has an eye to getting into parliament again by popular vote. Mr. Holland is a member of the house, and a staunch, unreasoning supporter of ministers. The chairman is appointed by the members of the board, and is the Rev. G. Burgess, who is known to have extreme opinions in regard to single tax and other social questions. * * *

"The representatives of labor are advocates of their side, pure and simple, who act against the witnesses of the employers and put leading questions to the labor witnesses. Large demands are made, in the expectation that the board will 'split the difference,' and this policy is frequently successful."

II. NEW SOUTH WALES.

1. The New South Wales strike commission.—The movement in favor of the introduction of government arbitration in New South Wales took its origin in 1890. At that time there was a great sympathetic strike which completely disorganized the industries of the colony. Throughout the Australian colonies strong federations of trade unions exist. While these tend to facilitate the settlement of disputes in some instances, they also strengthen the opposition of their constituent unions and tend to prolong and embitter such disputes as fail of peaceful settlement. The great strike of 1890 led to a general recognition of the serious results which might follow very prolonged industrial disputes.

A government commission was instituted to inquire into this strike and possible methods of avoiding similar difficulties in the future.[2]

This commission made a thorough investigation, taking the testimony of many witnesses, and gathering information as to the working of arbitration and conciliation in other countries. After pointing out the tendency of federation among employers and employees to increase the extent and the violence of strikes, the commission declared that the great need in order to prevent labor disputes is

[1] This was written early in 1898.
[2] Report of Royal Commission on Strikes, New South Wales, p. 3-11.

nowledge of the facts by both parties and by the general public. Many disputes riginate in misunderstanding and ignorance, and these may be dispelled by some ıethod of friendly conference. It is desirable therefore to introduce methods ›r facilitating conciliation. While voluntary methods are advantageous the ›mmission deems it wise to supplement them by a State board. "It seems to us ıat the work of conciliation would be greatly assisted if there were in this colony a established organization instituted by the State, and always ready to be called ıto action by either of the parties to a dispute. The evidence on this point is not nanimous, some witnesses on each side being of opinion that no good can come ·om any State board. But the great weight of the testimony is distinctly to the ffect that the existence of a State board of conciliation would have a wholesome nd moderating effect. Such an institution, clothed with the authority of the tate, would stand before the public as a mediatory influence always and immeiately available, and public opinion would be adverse to those who, except for ery good cause shown, refused to avail themselves of its good offices."

While especially favoring conciliation and mediation, the commission believed ıat arbitration should be resorted to in the event of failure to settle difficulties therwise. "When conciliation has failed then is the time for arbitration to egin. It is admitted that in some cases decisions have been given in error, and ave been practically neutralized even by the consent of the parties. But in the nmense majority of cases, both in France and England, the decisions given have een reasonably equitable, and have served to settle the dispute till circumstances ltered and raised the same or a similar question again. It is impossible to resist he moral effect of the vast body of evidence which exists on this point. It is a emonstrated fact that decisions can be given as to industrial disputes which ıractically solve the immediate difficulty."

The commission discussed at some length the question whether the functions f conciliation and arbitration should both be performed by the same body or by eparate bodies. Finally, for the sake of simplicity, it recommended that there hould be a single body, part of whose members should be permanent and should ıave the power to render decisions as arbitrators, while the others should aid in fforts toward conciliation.

On the question whether the awards of the board of arbitration should be com›ulsory the commission gave a decision in the negative. On this point it says: "Most of the legal witnesses are in favor of such compulsion on the ground that a ›urt that can not enforce its awards is not worthy of existence. But it should e remembered that a court of arbitration is not like an ordinary court of law. There is no fixed code of law which it interprets and its decision is only a declara›ory statement as to what it thinks just and expedient. * * *

"It has been said that if an arbitration court can not compel obedience to its decisions it will be useless. The answer to this is that experience is, though not wholly, almost wholly the other way. In England all the trade arbitrations have been outside the law, because the three laws passed for the purpose have been inoperative. And yet, though arbitrations have been very numerous, the cases are very few in which the decisions have not been loyally accepted. The reason of this is that the decisions have been reasonably fair, and both parties to the suit have felt that it was better to acquiesce in a decision with which they were not wholly contented than to prolong the strife. Public opinion, too, which counts for a great deal in matters of this kind, is always in favor of acquiescing in a decision given after a fair hearing. There is every reason to expect that in the very great majority of cases the decisions of arbitrators will settle the dispute, and it is not worth while, therefore, for the sake of making compliance universal, to introduce the repugnant element of compulsion. Moreover, as has been pointed out by witnesses on both sides, although a court of arbitration might inflict fines and penalties, it could not compel men to work for less wages than they were contented with, because they could all give their legal notice and quit their occupation; nor could an employer be compelled to keep on his business for a lower rate of profit than would, in his judgment, compensate him for his risk and trouble."

2. Acts of 1891 and 1899.—On the basis of these recommendations, an act was passed by New South Wales in 1891 which resembled more closely the statutes of the American States providing for boards of mediation and arbitration than it did any foreign system.[1]

"The act of 1891 divides New South Wales into 5 industrial districts; in each of these a council of conciliation is to be found, 2 members of which are to be

[1] Royal Commission on Labor, Foreign Reports, p. 33.

appointed on the recommendation of the organized employers, and 2 on the recommendation of the organized employees. The members are to hold office for 2 years. * * * The application may be made either by joint agreement of the two parties or by either party singly. In case the council of conciliation fails to bring about a settlement the clerk of awards must report the case to the president of the council of arbitration. This council consists of 3 members, 1 selected from amongst the employers, 1 from amongst the employed, and the third impartial. The last is the president of the council, and must be appointed by the governor from 2 candidates nominated by the other 2 members. * * * If both parties agree to the award, it may be made a rule of the supreme court on the application of either party. The act is to continue in force for 4 years, viz, till March, 1895." * * *

It appears that comparatively little use was made of the facilities for arbitration and conciliation afforded by this act. In 1899 another measure was passed establishing a commission having, in addition to the powers possessed by the previous body, the right to mediate in industrial disputes upon its own initiative, somewhat after the fashion of various statutes of the American States.[1]

This act provides that where a difference exists or is apprehended the minister of labor and industry may, if he thinks fit, exercise all or any of the following powers:

(*a*) Direct inquiry into the cause and circumstances of the dispute.

(*b*) Take such steps as to him seem expedient for the purpose of enabling the parties to meet under the presidency of a chairman mutually agreed upon or nominated by the minister, with a view to an amicable settlement of the difficulty.

(*c*) Failing such settlement, a public inquiry into the cause and circumstances of the difference on the application of either party. All such public inquiries shall be conducted by a judge of the supreme or district court or the president of the land court.

(*d*) On the application of either party or of both parties, and after taking into consideration the circumstances, the minister may appoint a conciliator or a board of conciliation.

(*e*) On the application of both parties he may appoint an arbitrator or arbitrators.

The minister of labor may also endeavor to secure the establishment of permanent boards in given trades or districts.

This act went into effect May 1, 1899. During that year only two cases came under the operation of the law. In one of these cases the intervention of the State proved unsuccessful, but in the other a formal decision was rendered by an arbitrator appointed by the government at the instance of the parties and its decision was accepted by both sides.

3. Proposed compulsory arbitration.—During the year 1900 a bill was introduced into the legislature of New South Wales to establish a system of compulsory arbitration essentially similar to that existing in New Zealand.

The speech of Hon. B. R. Wise, the attorney-general of the colonies, in moving the second reading of the bill, is a strong presentation of the case in favor of compulsory arbitration.[2] He points out that trade unions, owing to the absence of legal liability for their acts, are apt to prove disturbing rather than peace-making elements in labor difficulties. They are powerful as strike associations, but since they can not be held at law to carry out their agreements employers are little disposed to enter into collective bargains with them, while resort to arbitration is also hindered by the impossibility of enforcing the awards upon the members of the unions. The desirability of collective bargaining is strongly urged by Mr. Wise. He quotes with approval from the minority report of the British Royal Labor Commission favoring increased legal responsibility on the part of trade unions. He points out further that the opposition to this increased responsibility shown by labor leaders themselves grows out of the fear that, if the responsibility be unlimited, the funds of the trade unions will constantly be subject to danger from many directions, The bill proposed by Mr. Wise meets this difficulty in the same way as is done in New Zealand, by limiting the liability of trade unions both as to its character and as to its amount.

"It is provided in the bill that, although a trades union, by registering as an industrial union, is to become a body corporate, and to obtain a legal personality, it is only to get that position for the purpose of making a collective bargain. * * *

"Its funds are in no danger from the ordinary process of a court, and it is only liable to be sued in respect of obligations incurred under the act, and then only

[1] Report of the Department of Labor and Industry, New South Wales, 1899, p. 9. The act is 63-64 Vic., Ch. 24, July 18, 1899.

[2] Speech by the Hon. B. R. Wise on the Industrial Arbitration Bill (pamphlet), Sydney, 1900.

for definite penalties awarded by the court, either in an award or for a breach of an agreement. That is a provision that obtains in New Zealand. It is a provision which has there removed the objection that was raised to these proposals by trade unionists in Great Britain."

Mr. Wise goes on to argue that, if collective bargaining is to be promoted, a court of arbitration must be established with power to interpret and enforce bargains, as well as to compel employers and employees to come to terms in the event of their unwillingness to agree voluntarily. He declares that collective bargains would amount to nothing if each employer or trade union could interpret them to suit himself. Courts of law have not the necessary machinery or forms of procedure to act properly in labor disputes. On the other hand, it is desirable that dignity be lent to the arbitration court by selecting one of the judges of the supreme court of the colony as its president. The other two members of the proposed court are to be appointed on the recommendation of organized employers and employees respectively.

The proposed bill provides that either party to a dispute may appeal to the court for arbitration, and that the decision shall be binding and enforceable by legal methods. In defending this compulsory plan Mr. Wise holds up the example of New Zealand, maintaining that compulsory arbitration there has prevented industrial disputes without in any way interfering with the prosperity of the colony. In his more general argument defending the system Mr. Wise uses in part the following language:

"The claim to use legal sanction to give effect to arrangements between employers and their workmen, and to secure that those arrangements are fair, rests in the first place upon the broad ground of principle, namely that the State—that is, the community as a whole—is vitally interested in preventing industrial warfare. It rests secondly upon the ground of practical expediency, because if the court has no power to bring before it anyone except those who come of their own free will, then the court will be utterly unable to establish any standard or common rule, and the result will be that a few men by holding out of a collective agreement will be able to profit in trade competition at the expense of those who are trying to conduct their business fairly, and to maintain the industrial conditions at a high level. Can it be seriously questioned that the community at large has a vital interest in the prevention of industrial strikes, and, to do it, may even interfere with a man's freedom? * * * Free to do what? Free to dislocate the national industries; free to drive trades from this country to another; free to cause untold embarrassment and loss. All that might, perhaps, be permitted if the loss fell only on the combatants. But we know well that in an industrial war it is not the combatants who are the chief sufferers. * * *

"People talk about compulsory arbitration, and they ask, 'How are you going to compel men to work?' and they seem to reason as if we were proposing by this bill to have an army of policemen to force open the gates, or even the cash box of the employer; or as if we were going to open jails in every district for the purpose of imprisoning bodies of men who decline to go to work at wages which they think insufficient. Those who speak like that absolutely forget what is the motive power behind almost every strike and every lockout. * * * Under present arrangements a suspension of labor or business takes place in the belief that it is but temporary, and that it will starve the opposing side into submission. There is no object in a strike or lockout in New Zealand, because you can not starve an arbitration court into submission. If an employer shuts up there rather than obey the court, he has to retire from his business. If men leave off labor there, they have to change their occupation, unless they will resume it under the conditions laid down by the court." * * *

Another interesting provision of the proposed New South Wales act, not found in the New Zealand law, is that an employer may not dismiss any employee in order to wreak vengeance upon him for calling upon the arbitration court. If an employer dismisses a man after the decision of the court, he must satisfy the court that it is not by reason of the fact that the employee was instrumental in appealing to the court in the first instance.

III. WESTERN AUSTRALIA—COMPULSORY ARBITRATION.

That the New Zealand compulsory-arbitration act is considered to be advantageous by the neighboring colonies is evidenced by the passage of a substantially identical law in Western Australia, December 5, 1900, as well as by the strong movement made in the same year for the adoption of the act in New South Wales. The Western Australia law follows the New Zealand measure verbally

in most of its provisions, although there are a few changes, mostly in the nature of additions and more specific regulations. One of these provisions is a requirement that, before commencing proceedings for arbitration in the court of arbitration, an industrial union must deposit £25 where the number of members does not exceed 50; £50 where the number of members is between 50 and 100, and £75 where the number of members exceed 100, or must furnish security in these sums. By this means the enforcement of the award of the court, as well as the payment of costs, is to some extent guaranteed.

Another new provision is that no union of employers or employees, which has not satisfied all previous judgments of the court of arbitration, shall be entitled to bring another dispute before the court. The Western Australian act also contains more detailed provisions than those in New Zealand regarding the authority of boards of conciliation or of the court of arbitration to view any mines, factories, and other places in connection with their investigation of disputes.

In view of the experience of New Zealand that many disputes are brought before the boards of conciliation with no intention of abiding by the decision of those boards, but merely because under the law it is a necessary preliminary to bringing the dispute before the court of arbitration, Western Australia has provided that the parties to a dispute may agree to bring it before the court in the first instance, without action by the boards of conciliation.

The only important additional provision contained in the act of Western Australia with reference to the enforcement of awards by the court of arbitration is one allowing the issue of writs of mandamus and of injunctions and prohibitions to enforce the orders of the court. Persons or organizations refusing to obey such orders are guilty of contempt of court.

There has as yet been no sufficient experience under the Western Australian compulsory arbitration law to make it possible to draw any conclusions as to its working. It must be remembered that Western Australia is one of the least populous of the Australian colonies. The inhabitants of the colony by the census of 1891 numbered only 49,782. There has been a very rapid growth since 1891, and the estimated population in 1898 was no less than 168,129. The largest city of the colony is Perth, with an estimated population in 1898 of 30,400, no other town having a population greater than 3,500.[1]

IV. SOUTH AUSTRALIA.

The colony of South Australia adopted a law in 1894[2] which follows the New Zealand compulsory-arbitration measure quite closely in some of its provisions, although its compulsory features differ very greatly from those in the sister colony. The law authorizes the registration of unions of employers or employees, and grants to such registered unions powers very similar to those granted by the New Zealand act, in particular providing that enforceable agreements with regard to conditions of labor and other matters may be made between such registered organizations or between them and other persons. Registered unions of employers or employees are also subject to the provisions of the conciliation act to an extent somewhat greater than are individuals and organizations not registered.

The South Australian law provides for local boards of conciliation, but does not require their establishment, as is the case in New Zealand. In fact, such local boards may be created only by the approval of at least one-half of the employers and one-half of the employees in the district and the trade to be affected. Each board covers only a particular industry in a particular locality. Each must consist of an equal number of employers and of employees, to be elected annually by the employers and employees in the district, respectively, and a chairman chosen by the other members, holding office for 2 years.

There is also a State board of arbitration, consisting of 7 members, appointed by the governor. Three of these are to be recommended by organizations of employers and three by organizations of employees, while the seventh is the president, who shall hold office for 5 years.

In any industry and locality where a local board of conciliation exists, employers and employees may agree to submit their differences to such a board. If such an agreement be a general one, it becomes a punishable offense for either party to order a strike or a lockout. When disputes are voluntarily laid before the board

[1] Western Australian Year Book, 1898–1899, p. 282.
[2] Act of December 21, 1894.

of conciliation it has power to make an enforceable award, or, if it prefers, to make a report with recommendations which shall not be enforceable.

One of the most important provisions of the law is that by which the governmental authorities may compel the submission of any dispute to the final decision of the State board of arbitration. While the act of South Australia does not make it possible for either party to a dispute to compel the other party, in the absence of a previous agreement, to resort to arbitration, the State may exercise compulsion where it deems it necessary. The act provides that it shall be lawful for the president of the State board of conciliation to inquire into the nature of any industrial dispute, and if he deems it necessary to resort to compulsory arbitration, he shall so report to the governor, who may then declare that all matters in dispute shall be referred to the State board of conciliation. The president of the board and the governor may in their order either provide that the decision of the board of conciliation in such a case shall be final and binding, or that it shall be simply in the nature of a recommendation, not enforceable. In either case the board of conciliation has all the powers of a court in making its investigations.

The provisions for the enforcement of such awards as, under the law, are made legally enforceable are very effective. Unless otherwise expressed therein, the award of any local board of conciliation, or of the State board in regard to any matter brought up to it from a local board, shall be, if by law enforceable, binding upon all the employers and employees in the particular locality and industry for which the local board is constituted. The application of the awards of the State board made in disputes brought before it in the first instance are applicable to the extent prescribed by the law. Every court has the power, on the application of the registrar of the State board of conciliation, to enforce compliance with awards as effectually as if they were decrees of the court. Any person willfully making default in compliance with any award shall, unless the award itself otherwise directs, be punishable by a fine of not over £20 or by imprisonment not over 3 months. Organizations may have damages assessed against them to the amount of £1,000 and their property may be seized for payment, or their members may be held liable to the amount of not over £10 each.

V. PRIVATE BOARDS OF CONCILIATION AND ARBITRATION IN AUSTRALASIA.

So far we have been considering chiefly the legal provisions regarding the settlement of labor disputes by governmental boards. Long before arbitration laws had been established in any of the colonies, however, private boards of conciliation and arbitration, along the line of those in England, had been established to a moderate extent in these colonies, although they were less common and had worked less successfully than in Great Britain. Such boards are still in existence and have rather been facilitated than suppressed by the introduction of governmental methods of arbitration and conciliation. Information as to the working of these boards in Australia is not readily accessible. The following summary is taken from the report of the British Royal Commission on Labor:[1]

"Permanent boards of conciliation have existed in several trades for many years. There was formerly a board of this type established by the Federated Seamen's Union, and the Australasian Steamship Owners' Association, but in 1886 the workingmen's union refused to submit a case to the board and the owners declared the agreement broken. A more successful board exists in the boot and shoe industry, 5 members being appointed by each side. The Amalgamated Society of Carpenters and Joiners also have a board of arbitration in connection with employers. It is very common in all the building trades to refer disputes to boards of conciliation or arbitration.

"The most frequent method, however, of settling disputes is by the intervention of the various federated labor organizations in the colonies. The majority of trade unions are now affiliated with some central body. If disputes can not be settled by the individual unions the federated body sends a deputation to the employers, or otherwise mediates. In many cases satisfactory results have been obtained by this practice. The system of joint annual agreements fixing the conditions of labor is also found in a considerable number of trades."

[1] Royal Commission on Labor, Foreign Reports, Vol. II, p. 32.

VI. DOMINION OF CANADA.

A very recent act passed by the central government of the Dominion of Canada provides for voluntary boards of arbitration and conciliation. It also grants authority to the ministry to intervene in disputes, though not with compulsory authority to settle them. The act, in fact, follows very closely the English law of 1896 (see p. 469). It provides that any board voluntarily established by employers and workingmen may be registered by the government and shall then make reports of its proceedings. The minister charged with the management of labor matters may appoint some person to inquire into the conditions of labor in any district or trade and endeavor to persuade employers and employees, if he thinks it desirable, to establish a conciliation board. The minister may also, at his discretion, inquire into the causes and circumstances of any dispute or take steps to persuade the parties to resort to conciliatory methods. On the application of either employers or employees he may appoint a board of conciliation, of course with authority merely to endeavor to bring about an amicable agreement. On the application of both parties to a dispute he may appoint an arbitrator or arbitrators. There are no provisions whatever with reference to the enforcement of the awards of arbitrators. The act, in fact, gives no greater authority to the government and no greater force to arbitration and conciliation proceedings than is conferred by the arbitration acts in the various States of our own country.

ONTARIO.

Ontario has an act providing for arbitration and conciliation by State and local boards very similar to the laws existing in this country. A much earlier act passed in 1873, provided for local boards of arbitration, but did not permit them to establish rates of wages, and practically no trades availed themselves of the opportunity to establish a registered council of conciliation under this law. The present act provides that councils of conciliation, to consist of 2 persons appointed by each party to a labor dispute, may be created and registered with the central government. If these councils can not bring about a voluntary settlement between the parties, the matter can be referred to the central councils of arbitration. There are 2 of these central councils, one for steam and street railway companies and their employees, and the other for other employments. Each consists of 3 members. One member of each is appointed on the recommendation of the employers and the other on the recommendation of the employees, so far as employers and employees are organized. The third member of each board is appointed by the other two. Disputes may be referred directly to these councils of arbitration or they may be appealed to them from councils of conciliation. On the request of one party to a dispute, providing the other party has refused to enter into conciliation, the central council of arbitration may investigate, fixing the responsibility for the difficulty. There is no provision for the enforcement of awards, unless both parties agree thereto. [2]

It does not appear that any considerable use has been made of the opportunities for conciliation and arbitration provided by the Ontario law.

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[1] Act of July 18, 1900.
[2] Revised Statutes of Ontario, 1897, p. 158.

PART IV.

LAWS AND COURT DECISIONS AS TO LABOR COMBINATIONS.

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CHAPTER I.

GENERAL CONSIDERATIONS.

1. **Law of criminal conspiracy.**—The underlying principle upon which statutes and court decisions regarding strikes, boycotts, and certain actions of trade unions rest is the old common-law doctrine of criminal conspiracy. In many States the English common law of conspiracy is still in force. In others it has been distinctly repealed, either generally or as regards strikes in particular. But in such States statutes have usually been enacted declaring criminal certain acts by combinations of persons. These statutes are frequently so general in their terms that the courts in interpreting them reach essentially the same results as are reached in the States where the common-law doctrine is still in force.

The doctrine of the common law, as repeatedly stated by the courts, is that an unlawful conspiracy is a combination of two or more persons to accomplish an unlawful purpose by means which may be either unlawful or lawful, or to accomplish a lawful purpose by criminal or unlawful means. Thus it is said in the case of State *v.* Stewart:[1] "A combination of two or more persons to effect an illegal purpose, either by legal or illegal means, whether such purpose be illegal at common law or by statute, or to effect a legal purpose by illegal means, whether such means be illegal at common law or by statute, is a common-law conspiracy."

It has even been held in various cases that a combination to accomplish an immoral purpose, or to accomplish a legal purpose by immoral means, is a conspiracy. In other words, the courts often make the definition very broad.

Stimson points out[2] that a combination to do financial harm to a definite person, although action by a single individual toward the same end would not be illegal, is usually regarded as a criminal conspiracy.

2. **Intent as a factor in conspiracy.**—It is especially significant that the courts lay great stress upon the element of intent in determining the criminal character of a combination. The question of intent is, of course, considered in determining the character of overt acts of a criminal nature, whether done by individuals or by a combination. In the case of a combination, however, the intent is usually treated as of greater significance than in the case of acts of individuals. In the case of conspiracy it is even held that an intent to do an unlawful thing is in itself criminal, whether there be overt acts or not. Stimson says:[3] "The law of conspiracy is one of the rare instances where the law goes solely into the intent and purposes of the act. It is the combining with such wrong intent or purpose that makes the participators liable to the criminal law, not the ultimate motive, nor the acts which they do, even though these be criminal in themselves, or though they do no acts whatever."

Again Justice Harlan, in Arthur *v.* Oakes,[4] says: "An intent upon the part of a single person to injure the rights of others or of the public is not in itself a wrong of which law will take cognizance, unless some injurious act be done in execution of the unlawful intent. But a combination of two or more persons with such an intent, and under circumstances that give them, when so combined, a power to do an injury they would not possess as individuals acting singly, has always been recognized as in itself wrongful and illegal."

While the general trend of the court decisions is as has been outlined, there have been from time to time decisions, some of which will be noted in the study of particular classes of acts of unionists and strikers, which tend to hold that persons acting collectively may do anything which they might do as individuals, and that the question of intent should at least not be considered of controlling importance. Perhaps the strongest statement of this attitude is found in the dissenting opinion of Judge Caldwell, of the United States circuit court, in a recent boycott case.[5] He declares that the right of wage-earners in particular to combine is an inherent

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[1] 9 Atl. Rep., 567.
[2] Handbook to the Labor Law, p. 195.
[3] P. 198.
[4] 63 Fed. Rep., 322.
[5] Hopkins *v.* Oxley Stave Co., 83 Fed. Rep., 931.

one; that the proposition that it is unlawful for men to do collectively what they may do without wrong individually is a relic of the dark ages, and that people can only free themselves from oppression by organized force. The old doctrine of conspiracy, he continues, "compels every man to be a stranger in action to every other man. * * * It is a doctrine abhorrent to free men. It is in hostility to the law of man's nature, which prompts him to associate with his fellows for his protection, defense, and improvement." A somewhat similar position was taken by Judge Holmes, of Massachusetts, in his dissenting opinion in the case of Vegelahn *v.* Guntner:[1]

"There is a notion, which latterly has been insisted on a good deal, that a combination of persons to do what any one of them lawfully might do by himself will make the otherwise lawful conduct unlawful. It would be rash to say that some as yet unformulated truth may not be hidden under this proposition. But in the general form in which it has been presented and accepted by many courts, I think it plainly untrue, both on authority and principle. * * *

"It is plain from the slightest consideration of practical affairs, or the most superficial reading of industrial history, that free competition means combination, and that the organization of the world, now going on so fast, means an ever-increasing might and scope of combination. It seems to me futile to set our faces against this tendency. Whether beneficial on the whole, as I think it, or detrimental, it is inevitable unless the fundamental axioms of society, and even the fundamental conditions of life, be changed."

Reason for considering intent in conspiracy.—Various reasons have been advanced by the courts for laying such special stress upon the element of intent in the case of criminal conspiracy. The general idea is that by the acting together of a number of persons with a common intent, their power to carry out the intention is so greatly increased above that which a single individual would possess as to make the intent itself a menace to other persons and to the public. Thus it is stated in State *v.* Glidden:[2] "Numbers can accomplish what one man can not, evil as well as good, and that is the reason of the combination. * * * Any one man, or any one of several men, acting independently, is powerless; but when several combine, and direct their united energies to the accomplishment of a bad purpose, the combination is formidable. Its power for evil increases as its numbers increase. * * * The agreement is a step in the direction of accomplishing the purpose." In Mogul Steamship Company *v.* MacGregor[3] Lord Justice Bowen says: "A combination may make oppressive or dangerous that which, if it proceeded only from a single person, would be otherwise; and the very fact of the combination may show that the object is simply to do harm, and not to exercise one's own just rights."[4]

This last quotation suggests an element which also apparently enters into the attitude of the courts as to conspiracy, namely, that the fact of combination tends to make more certain the evil intent in the overt acts; that it is an element of evidence as to the character of the acts. This thought is brought out more fully by Judge Taft in Moore *v.* Bricklayers' Union:[5] "It is thus apparent that in determining whether a concerted act or series of acts like those at bar are actionable, the combination is material in two ways, first, in giving the act a different character from a similar act of an individual by reason of its greater, more dangerous, and oppressive effect; and, second, in being strong evidence of the malice with which the act is done."

What is necessary to constitute criminal intent.—Where the law endeavors to take cognizance especially of malicious intent, it becomes necessary for the courts to draw very careful distinctions as to what constitutes malice, and also to exercise very careful judgment as to what was the real intent of the persons, acting individually or in combination. It is but natural that the application of the doctrine of malicious intent to specific cases should be difficult, and should result in many more or less contradictory decisions. It is impossible to lay down any definite conclusions as to the attitude of the courts on this subject, but a survey of the cases hereafter discussed seems to show that their general tendency as regards labor disputes is to extend quite broadly the doctrine of malicious intent. Many acts which by labor organizations are considered ordinary and necessary for the furtherance of their objects have been held to show malicious intent. The opinions of the courts as to the intent in various classes of acts are brought out under

[1] 44 N. E. Rep., 1081.
[2] 8 Atl. Rep., 895.
[3] L. R. 23, Q. B. D., 598; 66 L. T., 1.
[4] See also charge of Judge Morrow in United States *v.* Cassidy (67 Fed. Rep., 708), where he says: "A conspiracy becomes powerful and effective in the accomplishment of its illegal purpose in proportion to the numbers, power, and strength of the combination to effect it."
[5] 23 Weekly Law Bul., 58.

the general discussion of those acts below. At this point we may, however, indicate some of the general expressions of opinion made by the courts as to the significance of malicious intent.

It is usually held that it is not necessary that the combination should have formally agreed upon an unlawful purpose. If the members have a tacit mutual understanding, it is sufficient. Persons who afterwards join a combination which has an illegal intent in its origin are supposed to connive in the illegal purpose.[1]

It is not necessary, according to certain court decisions, that the malicious intent which makes the conspiracy illegal shall arise from personal spite or ill feeling. Thus it has been held in the case of a boycott that the desire to injure a man in his business in order to force him not to do what he had a perfect right to do, regardless of other elements of malice, was itself an illegal intent.[2] Nor may the parties to the conspiracy disclaim the intention to injure if the natural result of the acts which they plan must be injury.[3]

Out of this doctrine regarding intent in conspiracy grows the further doctrine that each conspirator is deemed equally liable for any overt act done in pursuance of the conspiracy, whether he takes an actual part in it or not. Thus in the cases growing out of the strike of coal miners in Indian Territory in 1899,[4] Judge Rogers said:

"In the pursuit by various parties of an unlawful conspiracy, each is responsible for the acts and doings of the others. * * *

"Suppose three or four men form a purpose to commit burglary, and break into a house for the purpose of committing that burglary. That is all they intend to do. That is the unlawful act, and the single unlawful act, which they set out to accomplish. They get into the house. Somebody wakes up, and one of the party shoots and kills. Now, the three or four persons who went into that house never formed beforehand an intent to kill anybody. They simply went in there to commit burglary. But, combining to do that unlawful thing, in the prosecution of that burglary, and to make it successful, one of the party shoots and kills, and the law comes in, and says: 'All of you are guilty of murder. We do not discriminate between you. You broke into that house to commit burglary. In the prosecution of that burglarious entrance one of your party committed murder. All are guilty.' Now, that is a reasonable rule, when you stop to think of it."

A similar doctrine was stated less in detail, as being a generally accepted principle, by the United States circuit court in the Debs case, Debs and his associates being held criminally liable for the acts of violence of the strikers associated in the so-called conspiracy.[5]

The most difficult questions as to intent arise where parties seek their own advantage by some action which tends to the injury of others. The question then is whether the desire to injure was the fundamental motive, or the desire to benefit the persons doing the acts. A recent writer on labor combinations has suggested that the proper distinction to be made is this, that any act which is "the natural incident or outgrowth of some existing lawful relation" is lawful, though resulting in injury to others.[6] Malicious acts would then be those done with malice in the absence of any such existing lawful relation, of which the act is a natural outgrowth. This doctrine, according to the author, justifies acts on the part of employers or employees which grow out of that relation, whether or not they are done with the direct intent to injure the other party.[7]

A somewhat similar point of view has been taken by the highest English courts in several recent cases. These cases, to be sure, were under the civil law rather than the criminal law, but it seems that the same principle would apply, at least in part, to criminal procedure. Thus in the famous Mogul Steamship Company case, decided by the House of Lords in 1892, it was held that acts done in the ordinary competition of trade can not be considered illegal, no matter how greatly they injure a trade competitor, and this despite the element of combination. This was a case where the defendants, several firms of shipowners, formed an agreement with a view to obtaining a monopoly of a certain class of trade with China. Special inducements were offered to merchants to ship exclusively in the vessels of the firms in the combination, and penalties were imposed upon those who shipped by other vessels, but who also desired to make use of the vessels of the firms in the combination. The court refused to grant relief to the plaintiffs, who, being excluded from the association, suffered damage in consequence.[8]

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[1] Charge of Judge Morrow in U. S. *v.* Cassidy, 67 Fed. Rep., 698.
[2] Barr *v.* Essex Trades Council, N. J., 1894, 30 Atl. Rep., 881.
[3] Ibid.
[4] U. S. *v.* Sweeney, and other cases, 95 Fed. Rep., 451.
[5] In re Debs, 64 Fed. Rep., 724.
[6] Cooke, Labor Combinations, sec. 2.
[7] Ibid., sec. 6.
[8] 6 L. T. R. N. S., 1; L. R., 23; Q. B. D., 598.

A still more recent case before the House of Lords was that of Allen *v.* Flood, again a case of suit for damages. The element of combination, although apparently present in fact, was denied in the pleadings and was not considered by the court. The whole trend of the decision, however, was to the effect that workingmen might seek their own advantage, whether the intent was apparently malicious or not, to the injury of other workingmen or of employers, so long as the act was a natural incident of the relation between employer and employee. It was held especially that there is no essential distinction between the acts of laborers in competition in the labor market and those of traders in competition.[1]

3. Effect of combination as regards civil liability.—It is not by any means easy to distinguish, amid recent court decisions, the line between those acts in labor disputes which are considered criminal and those considered unlawful at civil law. There has been in a general way from the earliest times an attempt to distinguish between the considerations which shall enter into a decision as to whether an act is criminal and those which shall enter into a decision as to whether it constitutes a cause of action for the collection of damages at civil law. Apparently the original attitude of the courts was that the question of intent should be considered as an element of crime, but not as an element affecting civil liability; and also that the fact of combination should be considered as an element in crime, but not as an element in determining civil liability.

But the decisions are so conflicting that it is difficult to determine whether certain acts in labor disputes are criminal but not actionable, or actionable but not criminal, or both criminal and actionable.

On the question as to the effect of combination upon civil liability Cooke says in his book on The Law of Trade and Labor Combinations:[2] * * * "The doctrine seems well established that a combination to commit a crime or (with certain limitations) any other unlawful act subjects the members of the combination to *criminal* liability, though the act proposed be not done. But, at least until recently, it seems to have been equally well established that under these conditions no civil liability exists, or, as has been said, 'an action will not lie for the greatest conspiracy imaginable, if nothing be put in execution.' * * * Quite recently has sprung into recognition the doctrine that an act, entirely lawful if done by a single individual, may be [civilly] unlawful by reason of being done in pursuance of a combination of individuals to do the same act." This doctrine, in Mr. Cooke's opinion, is in itself unjust, and is not warranted by the older authorities or by the highest recent authorities.

The contrary opinion of Mr. A. J. Eddy, in his recent text-book on Combinations, is referred to below in connection with other quotations from this writer as to the effect of intent.[3] He holds that the greater power of combinations to do oppressive acts should render some of their acts civilly actionable, though the same acts would not be actionable if done by an individual.

Among recent American cases which seem to hold that the element of combination should be considered in determining civil liability, may be mentioned Barr *v.* Essex Trades Council. This was a boycott case, and the fact of combination seemed to be essential to the accomplishment of the injury against the plaintiff, as was repeatedly pointed out by the court. The court held that the boycott, while, perhaps, not criminal and punishable as such, was an actionable wrong.[4]

Again, in the New York case of Curran *v.* Galen,[5] a combination of men was held civilly liable for threatening to quit work unless an employee not belonging to the trade union should be discharged. Here again the combination was necessarily considered as an essential element in the case.

An interesting position on this subject is that taken by Judge Taft in the Toledo and Ann Arbor Railroad case.[6] The engineers on certain other railways had collectively refused to haul cars coming from that railroad. The court held that the combination increased the possibility of injury, and should therefore be considered in the decision, although the mere fact of combination in itself was not actionable. "The gist of any such action must be not in the combination or conspiracy, but in the actual loss occasioned thereby. * * * Ordinarily the only difference between the civil liability for acts in pursuance of a conspiracy and for acts of the same character done by a single person is in the greater probability that such acts when done by many in a combination will cause injury." The act of a single engineer in quitting, under certain circumstances, might cause a loss which would be a proper subject for an action for damages, but the injury would

[1] Allen *v.* Flood, L. R. 1898, 2 A. C. 1; see especially opinion of Lord Shand, pp. 166, 167.
[2] Cooke, Labor Combinations, sec. 4.
[3] P. 556.
[4] 30 Atl. Rep. (N. J.), 881.
[5] 46 N. E. Rep., 297.
[6] 54 Fed. Rep., 730, 739.

ɔt be apt to be sufficiently serious to become actionable. On the other hand, the urt held, should the engineers of several companies all combine to do the same ılawful acts, the intended loss to the railway companies would become not only ·obable but inevitable.

There is, however, strong authority for the position that combination should ɔt be considered in determining civil liability. We have already noted the opin-ns of Judges Holmes and Caldwell as to conspiracy. The English courts have ·cently held[1] that "conspiracy to do certain acts gives a right of action only where ıe acts agreed to be done, and in fact done, would, had they been without pre-ɔncert, have involved a civil injury to the plaintiff." This was a suit brought ɔr damages against persons conspiring to induce an employer not to employ the laintiff. The court held that there was no cause for action.

The important English case of the Mogul Steamship Company, already referred ɔ, would seem also to indicate the trend of English judicial opinion toward hold-ng combination in itself not to be an essential element in determining civil lia-ɔility, although the main stress in this case was laid on the discussion of intent ather than on that of combination.

Sir Frederick Pollock, in summarizing the English law with reference to labor ·ombinations and strikes, enumerates various acts of strikers which, under the ·ourt decisions in that country, are not considered actionable. He goes on to say as to the effect of conspiracy:

"Any of the acts above mentioned which is not wrongful in itself does not become wrongful (*a*) merely because done by a number of persons acting in concert or (*b*) merely because those persons give notice to an employer or other person concerned of their intention to do such acts.

A leading American case which takes the same position is that of Bohn Manufacturing Co. *v.* Hollis,[2] more fully referred to below. The court said:

"What one man may lawfully do singly, two or more may lawfully agree to do jointly. The number who unite to do the act can not change its character from lawful to unlawful. The gist of a private action for the wrongful act of many is not the combination or conspiracy, but the damage done or threatened to the plaintiff by the acts of the defendants. If the act be unlawful the combination of many to commit it may aggravate the injury, but can not change the character of the act."

4. Effect of intent as regards civil liability.—Turning now to the question of the effect of malicious intent in regard to civil liability, we find the decisions of the courts again conflicting.

Cooke,[3] who strongly opposes the consideration of the question of intent to injure as an element of civil liability, says with regard to this matter:

"Great confusion and conflict in the decisions relating to the legality of trade and labor combinations have resulted from the introduction of intent to injure, as constituting an element of civil liability. It is clear that an injury may be actionable, though without the existence of the slightest intent to injure. But, on the other hand, supposing an act producing injury to be otherwise *damnum absque injuria*, and to give the injured party no right of action, is such a right of action created by the circumstance that the act was done with intent to injure?

* * *

"Until recently at least, the weight of opinion seems to have favored the view that no right of action is created under these conditions. But recently, and especially in connection with the determination of the legality of acts of trade and labor combinations, the doctrine seems to have gained ground that an act producing injury, though otherwise giving the injured party no right of action, may be actionable if done with an intent to do the injury. The confusion and uncertainty resulting from bringing so subtle an element into consideration have frequently been recognized, and in our view there is absolutely no necessity for it. In this view, in determining whether a right of action arises from an act producing injury, attention should be directed, not at all to the intent with which the act was done, but to the existing relation, if any, of the party doing the injury, to the conditions out of which arose the act. In other words, the test of liability is *whether the act was the natural incident or outgrowth of some existing lawful relation.*"

A very detailed analysis and discussion of this subject has recently been published by Mr. A. J. Eddy, of the Chicago bar, in his work on Combinations.[4] His judgment, based rather on general reasoning than on an attempt to reconcile conflicting court decisions, is that malicious intent should be considered as affect-

[1] Huttley *v.* Simmons, 1 L. R., Q. B. D., 1898, 185.
[2] 55 N.W. R., 1121.
[3] Labor Combinations, sec. 2.
[4] Eddy, The Law of Combinations, 1901, secs. 469 ff.

ing civil liability for damages, when, and only when, the element of combination also enters in. He distinguishes three classes of damages which may be inflicted either by an individual or by a combination:

(1) Damage occasioned by an act not in itself unlawful, done by one in the legitimate pursuit of his own lawful business and with no intention of damaging the party injured.

(2) Damage occasioned by an act not in itself unlawful, done by one in the legitimate pursuit of his own lawful business, but at the same time with the intent to damage the party injured.

(3) Damage occasioned by an act not in itself unlawful, done by one for the sole purpose of inflicting injury upon the party damaged.

In discussing the legality of acts of these sorts, when done only by individuals, the author continues:

"An act not in itself unlawful, done by one in the legitimate pursuit of his own lawful business, even though it be also done with the malicious intent to injure another, does not thereby become either unlawful or wrong, as the term "wrong" must necessarily be understood in the administration of the law. The civil law does not aim to punish motives; it takes cognizance of acts and their consequences, though in a number of instances it considers the motives as a part of the entire case. The element of wrong of which the civil law takes cognizance in the administration of justice between man and man, in the enforcement of rights and the application of remedies, is that character of wrong which contains within it not only the element of malice but of malice rendered effective in conduct.

"That is to say, the mere presence of malice does not give rise to a cause of action, even though damage results from the entire transaction in which malice enters as one of the motives. The law will not attempt the impossible task of disintegrating the final results and saying that so much of the result—namely, the damage caused, was due to acts influenced wholly by malice, and so much of the result was due to acts influenced wholly by legitimate motives.

"But when it clearly appears that there is an entire absence of legitimate motives, and that the damage is occasioned by acts which are the result of a deliberate intent to injure, then the law has, or should have, no difficulty in stamping the transaction, considered as an entirety, unlawful, and awarding the party injured whatever damages he has suffered. Such a conclusion does not involve the proposition that malice in and of itself is a cause of action, since a man may do many things not in themselves unlawful in the legitimate pursuit of his own lawful business but at the same time with the malicious intent to injure others; but a man may not do wantonly and without any hope or expectation of profits or legitimate advantage to himself that which he knows must, and he intends shall, inflict damage upon another. The practical question for court and jury is not so much whether or not malice exists as it is whether or not the acts complained of were done in the legitimate pursuit of a legitimate business, or the legitimate exercise of some personal privilege. If so, then there is no redress for the party injured, since the law can not undertake to distribute the damage according to the preponderance of the motives.

"It follows, therefore, that no cause of action arises in the cases embraced within categories 1 and 2, but a cause of action is found in cases embraced in category 3."

The author goes on to say, however, that if the element of combination be added, acts which, as above set forth, would be lawful may become unlawful. He believes that so far as strictly criminal acts are concerned a combination may lawfully do whatever an individual may lawfully do. But when the oppression or injury of another is involved, the power of the combination is greater than that of the individual, and it may not lawfully do what individuals may do. The combination is in itself "the consummation of a purpose, although it is a means to an end." While the law may not investigate the motives of individuals, it may determine whether or not civil damages are occasioned by a conspiracy, the object of which was to cause the injury.

In view of these distinctions, Mr. Eddy holds that in the case of damages occasioned by acts not in themselves unlawful but done by a combination in the legitimate pursuit of its own lawful business, but also with intent to injure—a case corresponding to the second category but with combination added—will give a cause of action if it can be shown that the act in question is done as a result of a conspiracy to injure the party damaged. It is a question of fact, susceptible of proof, as to the presence of this motive.

It is important to observe, however, that the courts have seldom, in their decisions, attempted to draw the elaborate lines of distinction suggested by this author,

ıd that it would be difficult to show in many cases that the decisions conformed rictly to the tests suggested by him.

Several recent American cases seem clearly to hold that malicious intent must e considered as an element of civil liability, especially in cases involving com-ination.

Thus Judge Taft, in a recent important boycott case growing out of the Pull-ıan strike,[1] seems to hold distinctly that the question whether or not the act of he defendant in inciting employees to strike as a means of boycotting Pullman ars was malicious was significant as regards civil liability. After pointing ut that the desire to better the condition of those whom the defendant was nciting to strike did not enter into the motive, since they were content with the ondition of their employment, the court says:

"The real question is, therefore, whether the act of Phelan in instigating and nciting the employees of the receiver to leave his employ was without lawful xcuse, and therefore malicious. The question is not whether such an act would subject Phelan to punishment by indictment and trial under the criminal laws, but whether the act was unlawful in the sense that he could be made to pay damages for the loss occasioned. Of course, if the act would subject him to punishment for an indictable misdemeanor and crime a fortiori would the act be unlawful; but his act may be a contempt without being a crime."

Again, in Barr *v.* Essex Trades Council[2] the New Jersey supreme court says: "Malicious injury to the business of another has long been held to give a right of action to the injured party. * * * This renders necessary an inquiry as to the intent of the defendants, to ascertain if the case falls within the class in which it is held that a malicious motive in the defendant may make an act which would not be wrongful without the malice, a wrongful act when done with malice."

There is, however, some recent American authority on the other side in the picketing case of Vegelahn *v.* Guntner.[3] Chief Justice Field, of Massachusetts, dissenting, said: "Whether to persuade a person who is free to choose his employment not to enter into the employment of another person gives a cause of action to such other person, by some courts has been said to depend upon the question of actual malice; * * * For myself, I have been unable to see how malice is necessarily decisive. To persuade one man not to enter into the employment of another, by telling the truth to him about such other person and his business, I am not convinced is actionable at common law, whatever the motive may be."

The English courts appear now to be definitely committed to the rule that intent shall not be considered as an element in civil liability. The case of Allen *v.* Flood, decided by the House of Lords in 1898, has already commenced to exercise some influence on American decisions. In this case, which is more fully described under another heading,[4] the House of Lords held that it was lawful for employees to quit work, or to threaten to do so, on account of the employment of other persons obnoxious to them. Among other points, by which the court upheld this decision, it was declared that the question of the intent of the workingmen could not be considered.

This opinion[5] was most strongly stated by Lord Watson, who said: "Although the rule may be otherwise with regard to crimes, the law of England does not, according to my apprehension, take into account motive as constituting an element of civil wrong. * * * A wrongful act, done knowingly and with a view to its injurious consequences, may, in the sense of law, be malicious; but such malice derives its essential character from the circumstance that the act done constitutes a violation of the law. * * *

"There are, in my opinion, two grounds only upon which a person who procures the act of another can be made legally responsible for its consequences. In the first place, he will incur liability if he knowingly and for his own ends induces that other person to commit an actionable wrong. In the second place, when the act induced is within the right of the immediate actor, and is therefore not wrongful in so far as he is concerned, and it may yet be to the detriment of a third party; and in that case, according to the law laid down by the majority in Lumley *v.* Gye (2 E. & B., 216), the inducer may be held liable if he can be shown to have procured his object by the use of illegal means directed against that third party."

Lord Herschell, taking the same position, said:[6] "I can imagine no greater danger to the community than that a jury should be at liberty to impose the penalty of paying damages for acts which are otherwise lawful, because they choose, without any legal definition of the term, to say that they are malicious."

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[1] Thomas *v.* C. N. O. and T. P. Ry. Co., 62 Fed. Rep., 816.
[2] 30 Atl. Rep., 886, 887.
[3] 44 N. E. Rep., 1077, 1079.
[4] P. 573.
[5] L. R. 1898, 2 A. C. 92–96.
[6] Ibid., 118.

Lord Halsbury, the Lord Chancellor, and several other of the law lords, however, dissented from the opinion of the majority. Lord Halsbury said on the subject of intent:[1]

"It appears to me that no better illustration can be given of the distinction on which I am insisting between an act which can be legally done and an act which can not be so done because tainted with malice, than such a colloquy between the representative of the master and the representative of the men as might have been held on the occasion which has given rise to this action. If the representative of the men had in good faith and without indirect motive pointed out the inconvenience that might result from having two sets of men working together on the same ship, whose views upon the particular question were so diverse that it would be inexpedient to bring them together, no one could have complained; but if his object was to punish the men belonging to another union because on some former occasion they had worked on an iron ship, it seems to me that the difference of motive may make the whole difference between the lawfulness or unlawfulness of what he did."

It is noticeable that a leading American court has recently denied the authority of Allen *v.* Flood as regards the effect of malicious motives in labor disputes. In the case of Plant *v.* Woods[2] the supreme judicial court of Massachusetts declared that a combination of workingmen to compel other men to join a union or otherwise to force their discharge was illegal at civil law, because of the malicious intent of the action. The following is quoted from the decision in that case:

"It is said also that, where one has the lawful right to do a thing, the motive by which he is actuated is immaterial. One form of this statement appears in the first headnote in Allen *v.* Flood, as reported in (1898) App. Cas. 1, as follows: 'An act lawful in itself is not converted, by a bad or malicious motive, into an unlawful act, so as to make the doer of the act liable to a civil action.' If the meaning of this and similar expressions is that, where a person has the lawful right to do a thing irrespective of his motive, his motive is immaterial, the proposition is a mere truism. If, however, the meaning is that where a person, if actuated by one kind of a motive, has a lawful right to do a thing, the act is lawful when done under any conceivable motive, or that an act lawful under one set of circumstances is therefore lawful under every conceivable set of circumstances, the proposition does not commend itself to us as either logically or legally accurate. In so far as a right is lawful it is lawful, and in many cases the right is so far absolute as to be lawful whatever may be the motive of the actor, as, where one digs upon his own land for water (Greenleaf *v.* Francis, 18 Pick., 117), or makes a written lease of his land for the purpose of terminating a tenancy at will (Groustra *v.* Bourge, 141 Mass., 7, 4 N. E., 623); but in many cases the lawfulness of an act which causes damage to another may depend upon whether the act is for justifiable cause, and this justification may be found sometimes in the circumstances under which it is done, irrespective of motive, sometimes in the motive alone, and sometimes in the circumstances and motive combined. This principle is of very general application in criminal law, and also is illustrated in many branches of the civil law, as in cases of libel, and of procuring a wife to leave her husband. Tasker *v.* Stanley, 153 Mass., 148, 26 N. E., 417, 10 L. R. A., 468, and cases therein cited. Indeed, the principle is a prominent feature underlying the whole doctrine of privilege, malice, and intent."

CHAPTER II.

ENGLISH LAW AS TO STRIKES AND LABOR COMBINATIONS.

Before going into a more detailed analysis of the American law relating to labor disputes, it will be interesting to consider the summary of the law on the same subject in Great Britain as prepared by the great jurist, Sir Frederick Pollock, for the final report of the British Royal Labor Commission.[3] Unfortunately there is no similar summary from any high American authority as to the law in this country. The statement was written before the decision in Allen *v.* Flood, already referred to, which has tended to make the doctrines as to various matters connected with labor disputes even more liberal.

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[1] L. R. 1898, 2 A. C. 84, 85. [2] 57 N. E. Rep., 1011, 1014. [3] Appendix II.

It must be remembered, in interpreting the meaning of this statement, that statute law in Great Britain greatly affects the decisions of the courts on labor matters. The British legislation passed during the seventies not merely legalized trade unions as organizations and provided for their official registration, but also removed the ban of law from various acts of trade unions, or of collective bodies of workmen, particularly in connection with strikes. The famous conspiracy and protection of property act of 1875[1] declared that nothing done by a combination of men in a trade dispute should be considered as a conspiracy if the act committed by one person is not to be punishable as a crime.[2]

Sir Frederick Pollock's statement follows:

"I submit the following propositions as being fairly deducible:

"1. Neither an agreement for a strike, immediate or contingent, among workmen in any trade, nor an agreement for a lockout among masters, is an enforceable contract; but neither is in itself punishable or wrongful.

"2. A strike (or lockout) begun without breach of any existing contract does not necessarily involve any wrongful act.

"3. But if a strike is begun by stopping work in breach of an existing contract, the employer probably has a right of action against the promoters of the strike for procuring that breach of contract. A workman would have the same right against anyone who procured his employer to dismiss him in breach of existing terms, either individually or by way of general lockout. And generally whatever can be said of a workman's freedom to choose his employer may be said of an employer's freedom to choose his workmen.

"4. Individual workmen are free to renew or not to renew their contracts, or to enter or not to enter into contracts with other employers, as they think fit. And all persons are free, if they think fit, to lay before workmen, individually or collectively, facts and reasons in favor of their doing or not doing any of these things. The like as to customers resorting or not resorting to any particular place of business or dealing with any individual trader.

"5. But no one is free to deprive an employer of his workmen's services, or of the custom of those who may deal with him, by violence or unlawful interference of any kind with person or property, nor by threats thereof. Any such act is a trespass against the employer as well as against the workman or customer intimidated. And the rule seems to extend to threats of doing harm by means of a breach of contract or other definite civil wrong.

"6. An agreement not to work with or not to employ any particular class of persons (as a rule of a trades union not to work with nonunion men, or of an association of masters not to employ members of a particular union) is probably "in restraint of trade" and not enforceable, but it is not wrongful.

"7. Any of the acts above mentioned, which is not wrongful in itself, does not become wrongful—

"(*a*) Merely because done by a number of persons acting in concert; or

"(*b*) Merely because those persons give notice to an employer or other person concerned of their intention to do such acts.

"It seems, therefore, that an employer has not any civil right of action against, e. g., the officers of a trade union who threaten him with a strike of union hands (not involving violence or breach of contract) if he continues to employ nonunion men in general, or particular men objected to by the union.

"8. It is not clear that interference with a man's business by persons having no definite interest of their own to serve thereby (for example, an agreement not to deal with a certain trader at all, or to prevent others from doing so) might not be held to be without just cause or excuse, and therefore an actionable wrong, even if it did not involve the committing, procuring, or threatening of any breach of the peace, or breach of contract, or other specific wrongful act.

"If anyone thinks that the law as laid down by the House of Lords does not sufficiently protect individual freedom of action, he may partly console himself by reflecting on the obvious fact that, whatever the law may be, there will still be a thousand ways beyond the reach of legal process in which a majority in any trade or society can make it unpleasant for the minority to differ with them. Ultimately the rights of minorities can be secured only by securing general respect for every citizen's lawful freedom of action and discussion; and this must be the work of enlightened public opinion, and not of legal definitions. Judgments and statutes, which embody, or ought to embody, the best wisdom and experience of the nation, may do something to guide and form public opinion; they can not take its place.

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[1] 38 and 39 Vict., ch. 86.

[2] This act is more fully described in the preceding chapter.

"This statement concludes nothing as to the criminal law. Many civil wrongs (including some of those above mentioned) are certainly not criminal offenses; on the other hand, acts which are not a civil wrong to any definite person may be deemed so contrary to the public welfare that they are made punishable offenses. 'There are some forms of injury,' both civil and criminal, 'which can only be effected by the combination of many persons.'

"Things which are harmless or trifling when done by one or by a few may be a nuisance or a danger to the public peace, and therefore criminal, when done and repeated by the multitude. * * *

"Difficulties arise when we have to do with a state of things not necessarily unlawful in itself, and not necessarily tending to breach of the peace or specific offenses against person or property, but often having such a tendency in fact. It is a matter of common knowledge that almost every considerable strike has been more or less accompanied by instances of this kind.

"The offense of conspiracy is commonly defined as consisting in an agreement either to do something unlawful, or to do something not in itself unlawful by means which are unlawful. It is a question of great difficulty to what extent the term 'unlawful' includes, for this purpose, acts which are civilly but not criminally wrongful, such as ordinary trespasses or breaches of contract. But this difficulty does not arise with regard to trade combinations since the act of 1875, which expressly declares that a trade combination is not a criminal conspiracy unless it contemplates acts which would be criminal if committed by a single person. Another section of the act declares certain specific forms of molestation, exercised 'with a view to compel any other person to abstain from doing or to do any act which such other person has a legal right to do or abstain from doing,' to be substantive criminal offenses.[1] There is no doubt that the intention of this section was to draw the line between legitimate and illegitimate picketing. Certainly most, and I am disposed to think all, of the acts specified, being done with the intent mentioned, would be civilly wrongful, apart from any legislation, and an agreement to commit them would probably have been an indictable conspiracy without the aid of any of the more extensive theories of 'restraint of trade.' Be that as it may, the enactment is sufficiently clear, with one exception; and, subject to that exception, the difficulties that occur in its application are such difficulties in obtaining sufficient evidence against ascertained persons as can not be abolished by the wisdom of any legislature or the skill of any draftsman. The exception lies in the word 'intimidates.' Must intimidation be a threat of something which, if executed, would be a criminal offense against person or tangible property; or does it include the threat of doing that which would be civilly, though not criminally, wrongful; or, lastly, can it include the announcement of an intent to do or cause to be done something which, without being in itself wrongful, is capable of putting moral compulsion on the person threatened? A specially constituted court of the Queen's bench division, proceeding on the intention of Parliament as shown in the trade-union act of 1871, as well as in the act of 1875, has pronounced the first of these interpretations to be the correct one."[2]

CHAPTER III.

LEGALITY OF STRIKES IN THEMSELVES.

1. **Court decisions as to legality of ordinary strikes.**—It seems clear that the courts will not now, under ordinary circumstances, hold the act of quitting employment, whether individually or collectively, to be either criminal or the ground for a civil action for damages. It is well known that the early law in England was quite the opposite to this. Concerted action by employees in almost any form was reprehensible under the statutes and under the common law. This attitude

[1] These provisions are quoted in full under the head of Picketing, p. 583.

[2] Mr. and Mrs. Sidney Webb, writing in 1897 (Industrial Democracy, pp. 853–862), expressed the opinion that the British courts were showing a growing inclination to restrict the rights of trade unions, even going so far as practically to violate the spirit of the trade-union acts of 1871 and 1875.

They state that although picketing is expressly declared lawful by these acts, judges sometimes prohibit the practice, or punish it on minor grounds, such as obstruction of streets and interference with the public welfare. This action of the courts, however, is considered of little importance in itself, since the practice of picketing is less and less employed by strong trade unions.

On the other hand the tendency of the courts to hold various acts of trade-union officials or of strikers actionable at civil law, or criminal, is believed by Mr. and Mrs. Webb to be a very serious

f the law is attributed by Mr. Stimson[1] partly to the fact that by a statute of Elizabeth wages were, at least nominally, to be fixed by law, through a machinery f magistrates. A combination to raise wages would therefore become technically illegal. Numerous other statutes regarding trade combinations were passed dur- ng the early part of this century. Later, however, more liberal legislation has een introduced, until finally the conspiracy and protection of property act of 1871 lefinitely legalized trade combinations and strikes.[2]

The English common law appears to have been followed by the American courts n one or two early cases, which held the mere act of striking illegal; but all ecent authorities are on the other side. Stimson says:[3] "The mere quitting of work by an individual is never criminal, nor even gives the employer any action or civil damage, unless there is a breach of a definite time-contract."[4] In many ecent cases affirming the illegality of certain acts of strikers the assertion is inci- lentally made that the mere act of striking in itself is not illegal. The courts do old, however, that under certain circumstances, or if done in pursuance of certain motives, the quitting of employment may become criminal or at least actionable.[5]

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menace to the cause of unionism. The attitude of the courts is not entirely clear as to the criminal character of acts violating some actionable private right, when done by a combination formed for lawful purposes and using only lawful means. Although the trade-union act of 1875 declares that any agreement or combination to do or procure any act in futherance of a trade dispute shall not be indictable as a conspiracy, if such act committed by one person would not be punishable as a crime, the judges have exhibited of late a disposition to narrow the scope of this section in such a way as to bring many ordinary incidents of a strike once more within the range of the criminal law.

More important still, however, continue these writers, is the danger that acts of trade unionists may be held actionable at civil law as violations of the rights of employers. Though a trade union itself can not be sued, its officers are held to be liable for damages if they commit an actionable wrong against any individual. Thus in the case of Temperton *v.* Russell, the officers of the unions of the various building trades in Hull were held liable in damages to an employer, merely for having persuaded workmen not to renew their engagements, with no coercion or intimidation. The court of appeal held also in Flood *v.* Allen that it was an actionable wrong for even a single person "maliciously" to procure the discharge of workmen to their detriment. This was in a case where unionists refused to work with two nonunion men.

The error in these decisions, according to Mr. and Mrs. Webb, is the failure to recognise that such acts of union men or union officers are not done "maliciously," or without adequate motive, but for the clear purpose of furthering the interests of the members of the trade. According to English law, for example, any manufacturer or trader may, individually or in combination, do acts primarily for the advantage of his own trade, which, as an incident, result in harm to other people. The only condition is that the act be done for a lawful purpose and not maliciously, and without possible gain to the doers. But since trade-union officials do not act primarily with a view to their own personal gain the courts have overlooked the fact that they and other unionists have, in the promotion of the general trade interests, an adequate lawful motive for doing acts, such as refusing to work with nonunion men, which incidentally result to the detriment of other persons.

In view of these recent decisions of the English courts Mr. and Mrs. Webb expressed (in 1897) considerable solicitude lest still further encroachments should be made upon the privileges previously won by trade unionists.

The House of Lords, the ultimate court of appeal in Great Britain, has, since Mr. and Mrs. Webb wrote, taken a long step toward restoring the freedom of trade unions. It has definitely reversed the decisions of the lower courts as to the right of unionists to refuse to work with nonunionists.

[1] Stimson, Handbook to the Labor Law, 200.

[2] See this volume, p. 617.

[3] Handbook to the Labor Law, 195.

[4] See also Cooke, Law of Trade and Labor Combinations, section 8.

[5] There are occasional expressions from law writers and courts to the effect that strikes under any circumstances are to be considered illegal. These expressions seem to be rather the outgrowth of the personal opinion of the writers than to accord with the general trend of judicial decisions in this country or in England. The decisions of judges in two or three cases, which are alluded to below in the text, restraining strikes under special circumstances, contain phrases to the effect that under modern conditions practically all strikes are illegal, but these expressions seem to be in the nature of obiter dicta. The following quoted from a recent text-book writer on strikes and labor organizations (Cogley, Strikes, pp. 223-227) represents beyond question an extreme point of view:

"From the definition given, all strikes are illegal. The wit of man could not devise a legal one. Because compulsion is the leading idea of a strike. Men seek to compel by force of numbers, employers or employees to do that which they well know could not be done by single individuals. It is apparent to any sane mind that there is something in the mere assembling together in large numbers, that inspires, if not actual fear, at least solicitude or apprehension in the mind of the bravest man, and in the timid actual fear and indescribable dread. The purpose invariably is to produce this very result. It is intended to have an effect on the mind, and when the mind is affected as the strikers desire, extort some concession that they know they could not otherwise obtain. It is idle to talk about strikers being actuated by inoffensive purposes in organizing a strike. They know and fully intend all the evil consequences that result from simultaneously and by preconcert quitting the service of their masters. They know and fully intend that by quitting in a body in the midst of the busiest time, that their masters will be left without sufficient employees to carry on business, and they hope that the certainty of financial loss resulting from their action, will compel the employers to yield to their demands. Their purpose is to compel the employer, by putting him in mental duress, to agree to something that he would not agree to if left free to exercise his right of volition. In any other of the affairs of life, a contract so obtained, would be promptly declared by the courts, illegal. A contract must be the free, voluntary and unbiased agreement of the parties entering into it. * * *

"Undoubtedly the employer has the advantage, because he has the most means, and can get along without employees for a longer time than the latter can without employment. But that is

2. Legislation as to strikes and labor combinations.[1]—The common law regarding conspiracy has, moreover, been somewhat modified in a number of the States by statutes. It does not appear that these statutes greatly depart from the modern court interpretations as to the proper relations between employers and employees. There are several States in which such legislation refers in terms to labor combinations and strikes. Thus, in Pennsylvania an express statute declares that employees "acting either as individuals or as members of any union may refuse to work for any person whenever in their opinion the wages paid are insufficient or the treatment unjust or offensive, or whenever the continued labor by them would be contrary to the rules of any union;" but there is a proviso that the statute shall not prevent prosecution, under any other law than conspiracy, of any person who uses force or threats to hinder persons who desire to labor from doing so.

There is a somewhat similar statute in New York delaring that it is lawful for any person to demand an increase of wages, or for persons to assemble and use all legal means to induce employers to pay such wages as shall be just and fair.

New Jersey has a statutory provision defining conspiracy and especially declaring that lawful persuasion to persons to enter into combination for or against leaving or entering employment, or combination itself for such purposes, shall not be prohibited.

The Maryland statute copies closely that of Great Britain relating to labor combinations. Its provision is as follows: "An agreement or combination by two or more persons to do, or procure to be done, any act in contemplation or furtherance of a trade dispute between employers and workmen shall not be indictable as a conspiracy, if such act, committed by one person, would not be punishable as an offense; nothing in this section shall affect the law relating to riot, unlawful assembly, breach of the peace, or any offense against any person or against property."

Colorado has a somewhat more detailed statute, declaring ordinary strikes and labor combinations lawful, as well as peaceful persuasion of others, but excluding from its scope threats, intimidation, and boycotts. Texas also has a very similar law passed in 1899, which makes it lawful to strike, form labor organizations, or to attempt to induce, by peaceable and lawful means, any person to accept or quit employment, or to refuse to enter employment.[2]

The laws of New York, Montana, Minnesota, and North Dakota declare that it is not a criminal conspiracy to assemble peaceably or to cooperate for the purpose of obtaining an advance in wages or of maintaining wages.

The States already named, and likewise South Dakota, Oklahoma, and Mississippi, have expressly repealed the common law of conspiracy. All of these States, however, have added various definitions of conspiracy, some of which apply to acts of strikers and labor organizations, though not to the mere cessation of employment. These definitions are specially referred to under the head of picketing and intimidation.

3. Strikes under special circumstances.—Ordinarily any loss which comes to an employer through the cessation of work by his employees must be borne by him and gives no cause for action. Under certain circumstances, however, where the cessation of employment involves bad faith or results in a specially severe injury to property or in the endangering of life and limb, the courts have held that it is unlawful for employees, individually or collectively, to quit work. The most remarkable case in this direction (which would scarcely be followed by most

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simply the good fortune of the one party and the hard luck of the other, and is not the fault of the law.

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"But while the law certainly does concede to workmen the right to receive as high wages as possible, yet it will not permit them to extort, by threats, intimidation, coercion, interference or molestation, a contract from the master to pay these prices. * * *

"If [a workman] agrees to work for a specified time at a specified rate he has no legal right to quit before the expiration of his term of service. The law holds the employer to his side of the contract, and it certainly holds the employee to his."

[1] For fuller digest and quotations see Reports of Industrial Commission, vol. v, pp. 129-132.

[2] The Texas statute, in part, follows (Laws 1899, ch. 153):

SECTION 1. From and after the passage of this act it shall be lawful for any and all persons engaged in any kind of work or labor, manual or mental, or both, to associate together and form trade unions and other organizations for the purpose of protecting themselves in their personal work, personal labor, and personal service in their respective pursuits and employments.

SEC. 2. And it shall not be held unlawful for any member or members of such trade unions or other organization or association, or any other person, to induce or attempt to induce by peaceable and lawful means, any person to accept any particular employment, or quit or relinquish any particular employment in which such person may then be engaged, or to enter any pursuit, or refuse to enter any pursuit, or quit or relinquish any pursuit in which such person may then be engaged: *Provided*, That such member or members shall not have the right to invade or trespass upon the premises of another without the consent of the owner thereof.

courts) was decided by the Nebraska supreme court in 1879.[1] In this case journeymen tailors, who had been given out garments to work up, quit and returned the garments in an unfinished state, in which state they were worthless. The court held that this gave a cause for action, not only because of the loss on the goods themselves, but because of the injury to the reputation of the tailor with his customers through failure to deliver finished goods.

Another extreme case is that of the Northern Pacific Railway strike in 1894. Here the Federal circuit court, which was, however, afterwards overruled by the circuit court of appeals, issued an injunction prohibiting the employees of the company "from combining and conspiring to quit, with or without notice, the service of said receivers, with the object and intent of crippling the property in their custody, or embarrassing the operation of the railroad, and from so quitting the service of the said receivers, with or without notice, as to cripple the property, etc." The latter clause of the injunction amounted to a distinct prohibition of concerted or individual cessation of work. Judge Jenkins held that for the great body of the employees to leave suddenly would involve an injury to the company and an interference with the welfare of the public so great as to justify the action taken. He said in this connection: "But it does not follow that one has the absolute right to abandon a service which he has undertaken, without regard to time and conditions. It is absurd to say that one may do as he will without respect to the rights of others. * * * It would be monstrous if a surgeon, upon demand and refusal of larger compensation, could lawfully abandon an operation partially performed, leaving his knife in the bleeding body of his patient. It would be monstrous if a body of surgeons, in aid of such demand, could lawfully combine and conspire to withhold their services. * * * Whether the effect be the destruction of life or the destruction of property, the principle is the same." The court in this case really went far beyond the position that a person may not quit employment with such suddenness or under such extreme circumstances as to greatly endanger the public welfare. In several States railway employees are forbidden to leave their trains before completing a run or in such a way as to endanger passengers. But the decision of Judge Jenkins applied to all cessation of employment, even with notice, and where the result would be only public inconvenience and financial loss, without the possibility of endangering life and limb.

Indeed the judge, perhaps somewhat in the way of an *obiter dictum*, went much further even than this, and practically declared that all strikes, under modern conditions, are illegal. In this connection the point was made that strikers do not actually in good faith quit service, but have the definite intention of going back into employment after, by the temporary cessation, forcing the employer to grant their demands. "The cessation of labor is not a bona fide dissolution of contractual relations and an abandonment of the employment, but is designed as a means of coercion to accomplish the desired result." The abandonment of service, in order to be lawful, must be actual and not pretentious. Moreover the court declared that it is the universal practice of strikers to try to prevent, if necessary by forcible means, others from taking their places. "It is idle to talk of a peaceable strike. None such ever occurred. * * * No strike can be effective without compulsion and force. That compulsion can come only through intimidation."

The circuit court of appeals[2] modified the injunction issued in this case by omitting the part relating to quitting employment in such a way as to embarrass the receivers. The court, by Mr. Justice Harlan, declared that it would be an invasion of one's natural liberty to compel him to work for or to remain in the personal service of another. Nor, in its opinion, were the principles which have always ruled on this subject inapplicable to the case of employees of a railroad company, notwithstanding the injurious effect of simultaneous cessation of work by such employees. The evils of railway strikes, "great as they are, and although arising in many cases from the inconsiderate conduct of employees and employers, both equally indifferent to the general welfare, are to be met and remedied by legislation restraining alike employees and employers so far as necessary adequately to guard the rights of the public. * * * In the absence of legislation to the contrary, the right of one in the service of a quasi public corporation to withdraw therefrom at such time as he sees fit, and the right of the managers of such a corporation to discharge an employee from service whenever they see fit, must be deemed so far absolute" that no injunction to restrict the right can be issued. The court did, to be sure, continue that part of the injunction which prohibited the employees from combining and conspiring to quit with the intention of crippling the property, but it was explained by the court that this prohibition referred primarily to violent interference, intimidation, etc.

[1] Mapstrick *v.* Ramge, 2 N. W. Rep., 739. [2] Arthur *v.* Oakes, 63 Fed. Rep., 310, 317, 319.

Perhaps the most important case in upholding the doctrine that employees may not lawfully quit service, especially with railways, under circumstances such as clearly to show bad faith or as to result in special injury, is that of the Toledo, Ann Arbor and Northern Michigan Ry. Co. *v.* The Pennsylvania Ry. Co. et al.[1] Here an injunction was issued against several railway companies and their employees restraining them from refusing to handle cars from the Ann Arbor road. The question of motive for the refusal of course entered into the case (see below, p. 601); but apparently, aside from the question, the Federal circuit court held, by Judge Ricks, that the employees had no right, individually or collectively, to cease employment without proper notice, especially if the quitting was not a bona fide termination of employment. Several engineers had refused to take out trains at all, and the acts of these were not held to be contempt of court. One engineer, Lennon, however, took out his train as usual. On reaching a certain station, and being told to couple on a car from the Ann Arbor road, he refused to do so and declared that he would quit employment. The court held that the quitting here was virtually a breaking of contract. It is the custom to pay railway employees by the run, and the judge declared that after beginning a run the engineer was virtually under contract to complete it. "Will it be claimed that this engineer and fireman could quit their employment when the train is part way on its route and abandon it at some point where the lives of the passengers would be imperiled and the safety of the property jeopardized? The simple statement of the proposition carries its own condemnation with it." It was also held that Lennon's statement that he would quit employment was not made in good faith, since he remained with his engine, and since, a few hours later, on receiving orders from the union to proceed, notwithstanding the presence of the Ann Arbor cars, he did so. Other expressions of Judge Ricks in this case seemed to imply the possibility that concerted cessation of employment, even under less extreme circumstances than those under which Lennon quit, might be held illegal on account of the interference with commerce and the injury to the property of the railway and of shippers, though an injunction would not issue to prohibit a general strike.

There are numerous statutory provisions as to quitting employment on railways and as to obstruction of transportation. These are summarized in Chapter VIII below.

4. Strikes with indirect or sinister motives.—The most controverted questions regarding strikes arise where the motive of the strikers is not purely and simply to improve their own conditions. There are several classes of cases in which such indirect motives enter into the action of strikers. Thus there is the strike or threatened strike to compel the employer to discharge a third person. This is considered in a separate section, but it may be stated here that in this country such action has usually been held illegal by the courts. Again, there may be the refusal to work for an employer who handles the goods of a third person. This is closely allied with the ordinary boycott, or refusal to buy goods on account of the action of the seller, but there is some distinction between the two classes of cases. These acts are also usually held to be unlawful or criminal. Finally, there is the ordinary sympathetic strike.

It is evident that the question of determining the real motive of strikers under these various circumstances, and of judging to what extent they expect themselves to be benefited by their acts, is a very difficult one. On this point Stimson says:[2] "Employees having an undoubted right to strike, it will in many cases be impossible to tell whether they strike simply for the purpose of increasing their own wages * * * or whether they strike in order to injure the employer. All strikes injure the employer somewhat, and employees will naturally and very properly choose a time when press of business or other reasons make a strike peculiarly inconvenient to the employer. In the writer's opinion, this doctrine of malicious intent should, in the case of strikes, be very carefully restricted; where it is clear that the strikers did have a legitimate object at all, such as the increasing their own wages, it does not seem the court should go into the analysis of possible other motives. In the case of boycotts it is otherwise."[3]

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[1] 54 Fed. Rep., 730.

[2] Handbook to Labor Law, 211.

[3] Mr. Stimson's further discussion as to strikes of this general character is interesting:

"But the most difficult case of all to decide is that of a strike carried on by employees with a motive of benefiting themselves in some way, but where the immediate object is to force the employer to adopt some definite line of action, either toward them or in the conduct of his own business, or toward third persons. In the first case, when the object desired is merely to alter his treatment of the striking employees themselves, it is clear that the object is a benefit to them, or deemed by them to be a benefit, and it is consequently lawful. The second case is more doubtful. If there be no element of a boycott in the case, but still the strikers desire to molest the employer or control his action in some way, the end in view is, under the decision in State *v.* Stewart, unlawful. Take, for

The case of the sympathetic strike, pure and simple, has apparently never been before the higher courts. The sympathetic strike, however, is closely related to the action of employees in some of the recent great railway strikes, in refusing to haul trains to which certain cars, belonging to companies whose employees were on strike, were attached. This case is complicated by the element of boycott, as well as by the element of interference with interstate commerce. The case of the Ann Arbor Railroad, already referred to, was the first in which it was strongly held that the employees of a railway could not lawfully quit employment because the railway sought to compel them to haul cars from another road on which a strike was in force. We have already seen that in the actual punishment for contempt of court in that case the act of quitting employment which was condemned took place under special circumstances. The injunction order issued, however, had been much more general, and had prohibited the different companies, their employees and servants, from refusing to receive and deliver cars of interstate freight from the Ann Arbor road, as they were required to do under the interstate-commerce act. Judge Taft said in regard to this order that the employees might avoid the injunction by quitting employment, but that quitting under such circumstances would be civilly unlawful and even criminal. While ordinarily a man may quit service when he pleases, if not in violation of contract, "if he uses the benefit which his labor is or will be to another, by threatening to withhold it or agreeing to bestow it, or by actually withholding or bestowing it, for the purpose of inducing, procuring, or compelling that other to commit an unlawful or criminal act [such as the refusal to haul interstate traffic], the withholding or bestowing of his labor for such a purpose is itself an unlawful and criminal act." The fact that the employees concerned were not seeking to benefit themselves directly was pointed out especially, the court holding that their motive was maliciously to injure the Ann Arbor Company. As to the propriety of this point of view Cooke expresses the following opinion:

"The question is whether the intent was to do anything unlawful. Stress was laid on the circumstance that the employees taking such action 'were not dissatisfied with the terms of their employment.' But the point was, not what were their relations to their immediate employers, but what to the boycotted company. Was not their interest as members of a large labor organization sufficient to justify the boycott, because of the refusal of the boycotted company to discharge persons objectionable to them as not being members of the union?"[1]

Several of the cases arising out of the Pullman strike involved questions similar to those in the Ann Arbor case. (See post., p. 600.) It was not merely held unlawful to interfere with interstate commerce by violence and intimidation, or by refusal to haul cars while continuing in employment, but it was further held, at least in the case of Thomas *v.* Cin., N. O. and T. P. R. R.,[2] that the concerted action of the employees of a railway company in quitting for the sake of compelling the Pullman Company to grant the demands of its employees was in itself an unlawful conspiracy. "It is the motive for quitting, and the end sought thereby, that made the injury inflicted unlawful."

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instance, the case of a conspiracy to strike unless the employer manufactured one kind of goods rather than another. Here there is no element of injury to third persons, and it would seem, perhaps, hard to say that the employees might not agree to leave their employment in a kind of work which they did not prefer. As the law now stands, however, we have to call such a strike a combination technically unlawful, though, it may be doubted whether an American court would ever go so far in an actual case. But the third case, where the strikers seek to control the employer in his action concerning third persons, and to their injury, presents no doubt. The best possible illustration of this is a strike against an employer to force him not to employ nonunion men. There can be no doubt that in the absence of statutes, such as have been recently passed in England, such a strike, if evidenced by any letter or communication threatening the employer with the strike in case he did not cease to employ nonunion men, would be a criminal conspiracy. Of course, if the strikers simply left, without making any threat or giving any reason, it might be impossible to get evidence that such was their object. The threat of a strike may well be unlawful when the strike itself is not."

[1] Cooke, Trade and Labor Combinations, sec. 12, p. 55, note.

[2] 62 Fed. Rep. 803.

CHAPTER IV.

ENTICEMENT OF EMPLOYEES.

1. **Statutory provisions.**—By the statutes of several States it is illegal for any person to entice an employee away from his employer. This was the old common-law doctrine, but in the absence of statute would probably scarcely be applied by the American courts to-day.

The American statutes on this subject are confined to the Southern States and apply only in the case of the enticement of persons under contract for employment.[1] Often they are combined with prohibitions direct against the breaking of the contract of labor by the employee.

In most of the States the act of enticement is a misdemeanor, but in one or two it gives the employer a right of action. These statutes are apparently specially designed to prevent the enticement of negro farm laborers who have contracted for work throughout the season.

In addition to statutes of this type there are found in a large number of States statutes prohibiting interference with the employment of any person by intimidation or force. While these, in general, have no reference to collective action, they may sometimes be applied to restrain the action of strikers. So far as this is the case, they will be more fully considered under the head of picketing and intimidation.[2]

2. **Common law and court decisions.**—The old common-law doctrine with regard to enticing an employee away from his employer is thus stated by Mr. Cooke:

"We find the prevailing rule to be that 'any person who knowingly entices away the servant of another and thereby induces him to violate his contract with his master, or who thereby deprives the master of the services of one then actually in his service, whether under a contract to serve or not, is liable to the master for his actual loss therefrom.'"

Commenting upon this doctrine, Cooke says:

"We understand the origin of this anomalous doctrine on learning that at the time of such origin servants were in effect, if not in a strict legal sense, serfs or slaves, so that an inducement to leave one's employment was not a mere inducement to refuse to continue to deal, but was an interference with a chattel belonging to the employer, being thus tantamount to trespass or larceny. If such inducement is wrongful when the act of a single individual, it is, according to authorities already considered, a fortiori wrongful when done in pursuance of a combination to do such act. * * *

"There is doubtless a growing consciousness in the judicial mind that a doctrine so anomalous, and originating in conceptions of social relations that are utterly repugnant to those now prevailing, is ill adapted to present conditions."[3]

The leading case in the United States as to the illegality at common law of acts of combinations of workmen in persuading others to quit their employment is that of Walker *v.* Cronin, decided by the supreme court of Massachusetts in 1871.[4] In this case the workmen concerned were under contract with the complainants. The defendants, while knowing of this contract, "with the unlawful purpose of hindering the complainants from carrying on their business, induced said persons to refuse and neglect to perform their contract, whereby the complainants suffered great damage in their business." It appears also that the court held illegal the act of persuading persons who were about to enter the employment of the complainants to refrain from doing so. The ground was the interference with the business of the complainants.

Another early case, somewhat similar to that of Walker *v.* Cronin, in the same State, was Carew *v.* Rutherford.[5]

The court held that "a conspiracy to obtain from a master mechanic, whose business requires the employment of workmen, money which he is under no legal liability to pay, by inducing or threatening to induce workmen to leave his employ-

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[1] These statutes are: Kentucky, General Statutes, sec. 1349; Arkansas, Digest, sec. 4792; Louisiana Acts of 1890, chap. 138; South Carolina, Criminal Law, sec. 291; Georgia, Code, sec. 4500. Tennessee. Code, secs. 3438, 3439, North Carolina, secs. 3119, 3120; Mississippi, sec. 1068; Florida, sec. 2405; Alabama, secs. 3757-3761.

[2] For fuller account of these laws see Reports of Industrial Commission, vol. v, pp. 68–74.

[3] Cooke, Labor Combinations, sec. 10.

[4] 107 Mass., 555.

[5] 106 Mass., 1; see Stimson, Handbook to the Labor Law, p. 251.

ment, and deterring or threatening to deter others from entering it, so as to render him reasonably apprehensive that he can not carry on business without making the payment, is illegal; and in an action of tort he may recover the sum so paid, and damages for the injury of his business by the acts of the conspirators." The facts were that the defendants extorted from the plaintiff a fine of $500 for employing workmen in New York, although he was unable to procure workmen to do that particular work in Boston; and he was compelled to pay the fine, because, after the withdrawal of the defendants, he could not procure other stonecutters, not members of their association, who had sufficient skill to carry out the contract in hand.

In Old Dominion S. S. Company *v.* McKenna et al.,[1] a Federal court held that the inducement of employees to quit work, without sufficient cause, is illegal. "The facts stated in the complaint and affidavit constitute a legal cause of action against all the defendants, for the actual damages suffered, for the following reasons: (*a*) The plaintiff was engaged in the legal calling of a common carrier, owning vessels, lighters, and other craft used in its business, in the employment of which numerous workmen were necessary, who, as the complaint avers, were employed 'upon terms as to wages which were just and satisfactory.' (*b*) The defendants, not being in plaintiff's employ, and without any legal justification, so far as appears, a mere dispute about wages, the merits of which are not stated, not being any legal justification, procured plaintiff's workmen in this city and in southern ports to quit work in a body, for the purpose of inflicting injury and damage upon the plaintiff until it should accede to the defendant's demands, and pay southern negroes the same wages as New York longshore-men, which the plaintiff was under no obligation to grant; and such procurement of workmen to quit work being designed to inflict injury on the plaintiff, and not being justified, constituted in law a malicious and illegal interference with the plaintiff's business, which is actionable."

This case approaches toward a declaration that the sympathetic strike is illegal, although the defendants were not the employees of the steamship company, but others who induced them to quit work. Some of the wide-reaching injunctions issued by the Federal courts in recent strike cases have prohibited interference with persons remaining in employment not only by threats and intimidation, but even by persuading them to quit work. This was true, for instance, of the famous Debs injunction. (See *post*, p. 599.)

It seems probable, however, that the courts would not usually at the present time hold mere peaceful persuasion to quit employment under ordinary circumstances, and especially where no contract exists, to be unlawful. The recent cases which have actually come before the courts have usually been those in which a certain degree of coercion, by intimidation or force, was alleged to have been employed to prevent persons from continuing in or from entering employment. Cases of this kind are considered under the head of picketing.

A leading case in which the legality of peaceful persuasion to strike is upheld is that of Johnston Harvester Co. *v.* Meinhardt et al.,[2] decided by the supreme court of Michigan in 1880. The facts showed a combination of the defendants and an enticement by them of laborers from the plaintiff's shops, and of others who were about to enter the employ of the plaintiff, by means of arguments, persuasion, and personal appeals, accompanied by payment of traveling expenses to other localities. The court said: "There being in this case no sufficient evidence of violence, force, intimidation, or coercion on the part of the defendants against the plaintiff's laborers, the learned counsel for the plaintiff is forced to and does take the position that a confederation of persons to entice away workmen or servants from the plaintiff's employ is an unlawful act, and may be restrained by injunction.

"I am disinclined to extend, by any judgment of mine, the doctrine of recovery for enticing away servants where, both in fact and theory, the person enticed is a free agent to come and go as he will, responsible only, like other persons, for the violation of his contract or his duty. * * * It would seem that the wisest rule of political economy would demand that there should be no legislation upon this subject beyond preserving both employer and employed against violence and breaches of the peace, or acts in the nature of trespass, which have a tendency to bring about breaches of the peace."

A New York decision by one of the intermediate courts also distinctly denies that the common law regarding liability for enticing away servants is still in force in New York. The plaintiff sought an injunction to prohibit members of a trade union from persuading persons in the plaintiff's employ to quit. The court

[1] 30 Fed. Rep., 48, 49. [2] 60 How. Pr., 168.

refused the injunction, saying, "But this doctrine, although never overruled, has never, to my knowledge, been explicitly held in the courts of this State. I am not satisfied with the reason of the rule. In the case of no other contract does a man render himself liable as for tort by inducing its violation by persuasion. I can see no reason why the contract of service should be made an exception. The servant is the equal in law of the master. He contracts with the master upon equal footing. Under the old common law, the servant's position was quite different. His position was more that of a slave. With the advance of civilization the reason for the rule has entirely passed away. It is, at least, a matter of grave doubt whether such right of action will ever be sustained in this State."[1]

Notwithstanding this decision and others of similar tenor in New York, we find lower courts from time to time restraining peaceful methods of encouraging men to strike or to refrain from seeking employment. Such a case of restriction of the members of trade unions in furthering strikes was that in connection with the strike of the cigar makers in New York City during the year 1900. Judge Freedman, of the supreme court of New York County, issued a restraining order which not only prohibited picketing in every form, but forbade the members and officers of the various trade unions concerned to pay, or promise to pay, to any former employee of the plaintiffs any sum of money for the purpose of inducing them to refuse to enter plaintiff's employment, or to pay to any former employee any sum for the purpose of continuing concerted action on the part of the former employees. This seemed to prohibit ordinary strike benefits. Mr. Justice Andrews, however, in special term of the supreme court, refused to extend this injunction, holding that it was legitimate for the strikers to pay money for the sake of making the strike successful.

A very recent decision of the New Jersey court of chancery clearly upholds the right of workingmen to persuade others to strike. This, however, was under the statute of that State which specifically legalizes combinations of workingmen and persuasion to strike.[2]

3. Acts of officers of trade unions and others in abetting strikes.—Several important recent cases have involved the question as to the legality of acts of trade union officers and other leaders in aiding and abetting strikes. Where the courts have held strikes themselves unlawful, it has naturally followed that they have considered the acts of leaders in promoting the strikes as unlawful. Such decisions have been especially numerous in railroad cases. Thus, in the Ann Arbor case, the Northern Pacific case, and the cases growing out of the Pullman strike, above referred to, the officers of labor organizations were enjoined from issuing orders to strikers and from advising them to strike or to do other forbidden acts. It seems, moreover, that in the case of the Northern Pacific strike the circuit court of appeals, while overruling that part of the injunction issued by Judge Jenkins which prohibited the employees from a concerted quitting of employment, did not overrule that part which prohibited the officers of the railway organizations from directing the employees and issuing orders regarding the strike.[3] The circuit court of appeals scarcely presented an entirely clear statement as to what it considered the law in the case, but apparently this part of the injunction was allowed to stand regardless of the element of motive. Further discussion of these railway cases is given in the chapter on railway strikes, below.

CHAPTER V.

COMBINATIONS TO PROCURE DISCHARGE OR PREVENT EMPLOYMENT.

1. American decisions holding such combinations unlawful.—A very common form of the action of employees, especially of those belonging to trade unions, is a demand for the discharge of certain other, to them obnoxious, employees, or a demand that such persons shall not be employed. Such action is usually taken against nonunion men. We have seen in another connection that many trade unions, where they are sufficiently strong, refuse to allow their members to work in the same establishments as nonunion men (see summary, Chapter I). Either by actually quitting work in case of the employment of such men or by threatening to quit work or in

[1] Rogers *v.* Evarts, supreme court, special term, Broome County, 1891, 17 N. Y. Supp., 267.
[2] Cumberland Glass Manufacturing Company *v.* Glass Blowers' Association, 46 Atlantic Reporter, 208.
[3] Farmers' L. & T. Co. *v.* Northern Pacific R. R. Co., 60 Fed. Rep., 803.

some other way influencing the employer, they endeavor to secure the discharge or prevent the employment of nonunion men. Occasionally similar methods are employed against members of competing unions in the same trade, or of unions in allied trades seeking to do work claimed by the complaining union as within its exclusive sphere. Attempts of this sort to exclude men from employment bear a resemblance to the boycott in some regards and are sometimes called by that name. The arguments of unionists in favor of such an exclusive policy have also been summarized.

Such action has been frequently held illegal by the courts, both in this country and in England. In fact, in the United States, the decisions have in a large majority of cases condemned combinations to procure the discharge or prevent the employment of third persons. Certain decisions have held them to be criminal conspiracies.[1] The principle relied on in these decisions has been that such combinations involve an intent to injure either the employer or the employee against whom the action was directed, or both. In other cases such action has been held to render those engaged liable in civil damages to the employer on account of the injury to his business,[2] or to the employee on account of the injury in preventing him from securing employment.[3]

One of the leading American cases as to the illegality of combinations to secure the discharge or prevent the employment of third persons is State *v.* Stewart,[4] decided by the supreme court of Vermont in 1887. The facts were that the defendants, members of a trade union, undertook to prevent the employment of certain granite cutters by the Ryegate Granite Works. They threatened the company that the works would be declared "scab" works, and threatened the workmen that they would be considered scabs and would have their names published in the scab list in the Granite Cutters' Journal. There does not seem to have been any direct threat to strike, nor does it appear that the persons especially concerned in the interference were themselves employees of the Ryegate Granite Works. The court held this action to be a criminal conspiracy under the English and American common law. "No employer can say to a workman he must not work for another employer, nor can a workman say to an employer he can not employ the service of another workman. * * * The principle upon which the cases, English and American, proceed, is that every man has a right to employ his talents, industry, and capital as he pleases, free from the dictation of others; and, if two or more persons combine to coerce his choice in this behalf, it is a criminal conspiracy. The labor and skill of the workman, be it of high or low degree, the plant of the manufacturer, the equipment of the farmer, the investments of commerce, are all in equal sense property. * * * Suppose the members of a bar association in Caledonia County should combine, and declare that the respondents should employ no attorney not a member of such association to assist them in their defense in this case, under the penalty of being dubbed a "scab" and having his name paraded in the public press as unworthy of recognition among his brethren, and himself brought into hatred, envy, and contempt, would the respondent look upon this as an innocent intermeddling with their rights under the law? The proposition has only to be stated to disclose its utter inconsistency with every principle of justice that permeates the law under which we live."[5]

Another interesting case is that of Curran *v.* Galen, decided by the New York court of appeals in 1897.[6] The defendants were held liable in damages for having induced a brewing company to discharge the plaintiffs. They had set up as a defense the fact that the Brewery Workmen's Assembly in the city of Rochester

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[1] State *v.* Glidden, 8 Atl. Rep., 890; State *v.* Stewart, 9 Atl. Rep., 559; State *v.* Dyer, 32 Atl. Rep., 814. One of the earliest of such cases is State *v.* Donaldson, decided in New Jersey in 1867 (32 N. J. Law, 151). The supreme court of New Jersey have very little doubt of the law, but are at some trouble not to expressly differ from the Massachusetts case of Commonwealth *v.* Hunt (see below). The indictment in the New Jersey case alleged that the defendants, being journeymen workmen employed by Ward and others in making patent leather, maliciously, to control, injure, terrify, and impoverish their employers and force them to dismiss from their employment certain persons, to wit, Charles Beggan and William Prendegast, and to injure said Charles and William, unlawfully did conspire, etc. The court held that it did not come within the express language of the New Jersey statutes aimed at conspiracies to the injury of trade, but that the conspiracy was criminal under the common law, as an unwarrantable attempt to control the plaintiff in his business and to the oppression of the obnoxious workmen.

[2] Carew *v.* Rutherford, 106 Mass., 1. See above.

[3] Lucke *v.* Clothing Cutters' Assembly, 26 Atl. Rep., 505. In this case the employer was notified by a labor union that if he retained the plaintiff in his employ all labor organizations in the State would be notified that his house was a nonunion one. See also Perkins *v.* Pendleton, 38 Atl. Rep., 96 (Maine), where the circumstances were very nearly the same as in the case of State *v.* Stewart. In Curran *v.* Galen, discussed in the text, damages were also granted to the employee.

[4] 9 Atl. Rep., 559, 566-568.

[5] State *v.* Dyer, 32 Atl. Rep., 814, also decided by the supreme court of Vermont, the facts were almost precisely the same as in State *v.* Stewart, and an indictment was upheld.

[6] 45 N. E. Rep., 297, 298.

had a contract or agreement with the Ale Brewers' Association that all of the brewing companies should employ only members of the trade union, and that no employee should work longer than 4 weeks without becoming a member. The court held that this agreement itself was unlawful and could not be pleaded as a defense. This is especially significant in view of the fact that large numbers of trade unions in various branches of industry have such agreements with employers for the exclusive employment of union men. The court said: "Public policy and the interest of society favor the utmost freedom in the citizen to pursue his lawful trade or calling, and if the purpose of an organization or combination of workingmen be to hamper or to restrict that freedom, and, through contracts or arrangements with employers to coerce other workingmen to become members of the organization and to come under its rules and conditions, under the penalty of the loss of their positions and of deprivation of employment, then that purpose seems clearly unlawful and militates against the spirit of our government and the nature of our institutions."

Fischer *v.* State[1] was a case under the statute of Wisconsin prohibiting the use of threats and intimidation or coercion to prevent any person from engaging in a lawful work or employment. The persons concerned were union men, and it was charged that, in the presence of certain nonunion men, they declared that the building upon which the latter were employed could never be constructed—that construction would be fought all summer. The supreme court held that this was sufficient to uphold the indictment.

In two or three cases where the courts have held combinations to compel the discharge of employees or to prevent their employment to be illegal, the matter has been complicated by the employment of the boycott as a means of enforcing the demand. As we shall see, boycotts are themselves frequently declared illegal, regardless of the purpose sought by those instituting them. In the leading case of State *v.* Glidden,[2] decided by the supreme court of errors of Connecticut, in 1887, an indictment was upheld which charged conspiracy to compel a publishing company to discharge its workmen and to employ such persons as the defendants and their societies should name and to injure the workmen concerned. The method pursued was primarily that of endeavoring to persuade patrons of the publishing company to withhold their patronage. The decision of the court laid stress upon the illegality of the attempt to dictate to the employing company how it should conduct its business. The court also declared that it was a criminal act to interfere with the employment of workmen. "The workmen named have just as good a right to work for the corporation as the defendants have, and their right is entitled to the same consideration and the same protection. * * * It is proposed wantonly to deprive [them] of a livelihood, and practically of all means of support."

Another case along the same line is that of Beck *v.* Railway Teamsters' Protective Association.[3] Here employees used the boycott and the picket in pursuance of their attempt to compel the plaintiff to discharge his nonunion men. An injunction was issued restraining them from all these practices.

2. American cases denying illegality of such combinations.—While there are thus numerous decisions affirming the illegality of acts of the kind under consideration, there are also a number of decisions on the other side. An early American case which took this position was that of Commonwealth *v.* Hunt,[4] decided by Chief Justice Shaw, of Massachusetts, in 1842. The indictment in this case charged certain boot makers with entering into an agreement not to work for any master who should employ a workman not belonging to their society after notice given him to discharge such workman. In pursuance of this agreement they compelled one Wait to turn out of his employment one Horne, because Horne would not pay a sum of money due to the society as a penalty. The grounds on which the indictment was held insufficient are not clear, but the court used the language that it is a legal right of persons to "form themselves into a society and agree not to work for any person who should employ any journeyman or other person not a member of such society after notice given him to discharge such workman."

Almost the only recent case which has been decided, under common law, by a court of last resort in the United States in conformity with the decision in Commonwealth *v.* Hunt is that of Clemitt *v.* Watson,[5] decided by the appellate court of Indiana in 1895. In this instance certain workmen in a coal mine actually quit work in order to compel an employer to discharge Watson. In the lower

[1] 76 Northwestern Reporter, 594.
[2] 8 Atl. Rep., 890, 895.
[3] 77 N. W. Rep., 13.
[4] 4 Met., 111.
[5] 42 N. E. Rep., p. 367, 368.

court he recovered damages by reason of being thrown out of work. The appellate court reversed this decision. It said: "The right to control his own labor, and to bestow it or withhold it where he will, belongs to every man. * * * Each one could have quit without incurring any civil liability to him. What each one could rightfully do certainly all could do if they so desired, especially when their concerted action was taken peaceably, without any threats, violence, or attempts at intimidation. There is no law to compel one man or any body of men to work for or with another who is personally obnoxious to them. * * * Under our law, every workman assumes many risks arising from the incompetency or negligence of his fellow-workmen. It would be an anomalous doctrine to hold that, after his fellows have concluded that he was not a safe or even a desirable companion, they must continue to work with him, under the penalty of paying damages if, by their refusal to do so, the works are for a time stopped and he thrown out of employment."

The criminal court of Cook County, Ill., has recently decided that a state of facts essentially similar to that in the Indiana case did not constitute criminal conspiracy under the statute of that State.[1] The defendants threatened to call off union men unless two nonunion men were discharged. The statute defines conspiracy to be "combination with a fraudulent or a malicious intent wrongly and wickedly to injure," etc. The court held that while the intent in this case might be malicious, the means were not, as required by the statute, themselves wrongful and wicked.

The statutes of various States legalizing labor combinations have been referred to in some decisions as upholding efforts to prevent the employment of nonunion men. Thus the supreme court of New Jersey took such a position in Mayer *v.* Stonecutters' Association.[2] In this case all the members of the Master Stonecutters' Association of the city of Newark, together with two workmen, filed a bill against the Journeymen Stonecutters' Association, praying that the association be required to admit the two workmen and all other journeymen stonecutters in Newark as members, upon payment of the customary dues and compliance with the by-laws, and that the association, its officers, and all connected therewith be enjoined from denouncing the two workmen in question as "scabs" or in any manner persecuting or injuring them, and that the association be enjoined from attempting to coerce or intimidate the master stonecutters from employing the two workmen or any other skillful journeymen, whether members of the union or not.

From the statement of the facts by the courts it appeared "that under the practice and regulations of the association, [the] 'shop steward' is required immediately to order a strike of all the workmen in any shop, if the employer allows any journeyman to work, unless he produces a card of the association showing that he is a member thereof in good standing, and, if such strike should prove inefficient, it is the policy and practice of the association to coerce the employer further, by boycotting and other alleged unlawful deeds; that in the month of May, 1889, or about that time, the association by resolution determined to admit no more members for the space of one year, thus excluding from employment all stonecutters seeking work not already admitted to membership."

Regarding the rights of labor organizations to make such by-laws and rules for admission, the court said: "These organizations are formed for purposes mutually agreed upon; their right to make by-laws and rules for the admission of members and the transaction of business is unquestionable. They may require such qualifications for membership, and such formalities of election, as they choose. They may restrict membership to the original promoters, or limit the number to be thereafter admitted. The very idea of such organizations is association mutually acceptable, or in accordance with regulations agreed upon. A power to require the admission of a person in any way objectionable to the society is repugnant to the scheme of its organization."

The decision of the court in this case was influenced by the New Jersey statute, legalizing labor combinations. This act[3] provides: "It shall not be unlawful for any two or more persons to unite, combine, or bind themselves by oath, covenant, agreement, alliance, or otherwise to persuade, advise, or encourage, by peaceable means, any person or persons to enter into any combination for or against leaving or entering into the employment of any person or persons or corporations;" by this provision, says the court, "the policy of the law, with reference to such combinations, was revolutionized, and what, before that time, would have been held to be an unlawful combination and conspiracy became, in this state a lawful association, and acts which had been the subject of indictment became

[1] People *v.* Davis et al., Chicago Legal News, vol. 30, p. 212.
[2] 20 Atl. Rep., 492–494.
[3] Supp. Rev., p. 774, § 30.

inoffensive to any provision of our law. Nothing has been proved in this case to warrant a finding that the defendants have done or threatened aught that is not legalized by this act of the legislature. It is true that much of intent is charged in the bill which might overstep the boundary line defined by the law, but there is no evidence to sustain the assumption that any unlawful act to the injury of the complainants' rights of property is threatened by the defendants. They have agreed not to work with any but members of their association, and not to work for any employer who insists on their doing so, by withdrawing from his employment; so long as they confine themselves to peaceable means to effect these ends, they are within the letter and spirit of the law, and not subject to the interference of the courts. These considerations result in the conclusion that this court has no jurisdiction to grant the relief prayed for, and that the bill must be dismissed."

Several recent decisions by the courts of New York City (the supreme court) have also upheld the right of unionists to refuse to work with nonunionists. New York has a statute somewhat similar to that of New Jersey, but it was not specially referred to in the decisions. Judge Giegerich, in Tollman *v.* Gaillard (1899), upheld the action of the United Brotherhood of Carpenters and Joiners in striking to compel the replacement of members of another carpenters' organization by their own members. The appellate division of the supreme court made a similar decision in Davis *v.* United Portable Hoisting Engineers. The court said: "But there can be no doubt that members of trades unions, as well as other individuals, have a right to say that they will not work with persons who do not belong to their organizations; and whether they say it themselves, or through their organized societies can make no difference."

Another action in some respects similar to the above was that of the Reform Labor Club of Masons and Plasterers' Laborers of Manhattan borough, New York City, against Delegates Connaughton and Mazza, of the General Council Laborers' Union Protective Society. The latter organization was formed in 1843, is large in membership, and has an annual agreement with the Mason Builders' Association, while the Reform Labor Club was instituted in 1899. Rivalry and competition exist between the two. It was charged by the plaintiff club that the officials named were responsible for the nonemployment of members of that club, in having persuaded employers to refuse to give them work; but Justice Leventritt, of the New York County supreme court, before whom the cause was argued, found no evidence of unlawful acts by the defendants, and therefore declined to grant relief by injunction to the Reform Labor Club, the court being of the opinion that "employers may legally refuse to employ men who belong, or who do not belong, to a particular organization, and one who merely induces an employer to act accordingly is not guilty of a wrongful or illegal act."[1]

The court quotes the decision of the House of Lords of February, 1898, in affirming the right of unionists to refuse to work with nonunionists. (See Allen *v.* Flood, below.)

The most recent decision of the New York courts on this subject was rendered by the appellate division of the supreme court, in July, 1900, in the case of National Protective Association *v.* Cumming.[2] One McQueed had sought to join the Enterprise Association of Steam and Hot-Water Fitters, but had been unable to pass the required examination. In connection with others he organized the plantiff association. The Enterprise Association refused to permit its members to work upon any job where the members of the plaintiff organization were employed. The only question before the court was as to the legality of this refusal, and the court declared that it was legal: "It can not be seriously questioned but that every workman has the right, in the first instance, to say for whom and with whom he will work. * * * And if one has this right, acting

[1] 28 App. Div., 396, 398.

[2] Bulletin, New York Bureau of Labor Statistics, June, 1900, p. 159.

Another case involved President O'Leary, Delegate Scales, and other officials of the New York Stone Workers and Hand Rubbers' Union. Before Justice Jenks, in the Kings County supreme court, they were accused by Jacob Pfanz, a nonunion man, with conspiring to prevent him from obtaining work, compelling his discharge by Boeff & Co., of Brooklyn borough, New York City, and with refusing him admittance to the union. The plaintiff sought an injunction to restrain the defendants from committing alleged unlawful acts in interfering with him in securing or continuing employment. It was admitted by the defendants that their members did not desire to continue work with the plaintiff, but that his discharge was not demanded by them. Justice Jenks held: "There is no question of any contract right or the violation thereof presented before me. The organization or cooperation of workingmen is not itself counter to public policy, but has received the sanction of statute and of judge-made law. I know of no law that compels any man or any association of men, against his or its will, to work for any employer. Were there such law, it would be a law for serfs and slaves. If a man is not compelled to work, then he may quit work, and that for any good and sufficient reason as it may appear to him."

[3] 53 App. Div., 227, 231, 232.

his individual capacity, he does not lose it when acting with others, clothed with an equal right, so that employers may combine and say they will not employ persons who are members of labor organizations, and laborers may combine and say that they will not work for employers who engage any but members of labor organizations. * * * It can not be questioned but that one may, by lawful means, obtain employment either for himself or another. He may procure the discharge, by lawful means, of another person in order that he may obtain employment, either for himself or another." The court quoted the case of Allen v. Flood with approval. It endeavored to distinguish the circumstances in the case at bar from those in Curran v. Galen, above described, by saying that in the earlier case the defendants sought to prevent the plaintiff altogether from obtaining employment and prosecuting his livelihood, while the Enterprise Association in the present case did not try to prevent the members of the plaintiff organization from getting work, except in places where its own members were employed.

None of these recent cases in New York has been carried to the court of appeals, the ultimate authority, and it is uncertain whether it would still maintain the doctrine of Curran v. Galen, that such exclusive action of unionists is unlawful.

3. The English case of Allen v. Flood.—The decision of the House of Lords in the case of Allen v. Flood,[1] 1898, has probably definitely settled the law in Great Britain to the effect that it is lawful for employees to quit work, or to threaten to quit work, with the intention of compelling an employer to discharge persons obnoxious to them. This case went directly contrary to the decision in Temperton v. Russell (Queen's Bench division, 1893), and to various other earlier English decisions. It is held, however, by some of the learned judges in Allen v. Flood that their decision is, after all, in conformity with the most authoritative earlier precedents. While several of the law lords dissented from the prevailing opinion, fully two-thirds of them were agreed as to the legality of the acts in question.

The facts material to this appeal were as follows: "In April, 1894, about 40 boilermakers, or 'iron-men' were employed by the Glengall Iron Company in repairing a ship at the company's Regent dock in Millwall. They were members of the boilermakers' society, a trade union, which objected to the employment of shipwrights on ironwork. On April 12 the respondents, Flood and Taylor, who were shipwrights, were engaged by the company in repairing the woodwork of the same ship, but were not doing ironwork. The boilermakers, on discovering that the respondents had shortly before been employed by another firm (Mills & Knight) on the Thames in doing ironwork on a ship, became much excited and began to talk of leaving their employment. One of them, Elliott, telegraphed for the appellant, Allen the London delegate of the boilermakers' society. * * * Allen then had an interview with Halkett, the Glengall company's manager, and Edmonds the foreman, and the result was that the respondents were discharged at the end of the day by Halkett." The threat that the members of the boilermakers' society would be "called out" was used in the interview.

We have already noted, in another connection, that the House of Lords held that the question of malicious intent of the Boilermakers and of Allen could not be considered as an element in determining civil liability.[2]

The majority of the judges further ruled in the most unequivocal way that every workman has an absolute right to quit work for any cause which seems to him sufficient, and to give notice to the employer of his intention. Thus Lord Watson said:[3] "It is, in my opinion, the absolute right of every workman to exercise his own option with regard to the persons in whose society he will agree or continue to work. It may be deplorable that feelings of rivalry between different associations of working men should ever run so high as to make members of one union seriously object to continue their labor in company with members of another trade union, but so long as they commit no legal wrong, and use no means which are illegal, they are at perfect liberty to act upon their own views. * * *

"Not only so; they were, in my opinion, entitled to inform the Glengall Iron Company of the step which they contemplated, as well as of the reasons by which they were influenced, and that either by their own mouth, or, as they preferred, by the appellant as their representative. * * * It was clearly for the benefit of the employers that they should know what would be the result of their retaining in their service men to whom the majority of their workmen objected; and the giving of such information did not, in my opinion, amount to coercion of the employers, who were in no proper sense coerced, but merely followed the course which they thought would be most conducive to their own interests."

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[1] L. R., 1898, 2 A. C., 1. [2] See p. 557. [3] Loc. cit., pp. 98, 99.

inoffensive to any provision of our law. Nothing has been proved in this case to warrant a finding that the defendants have done or threatened aught that is not legalized by this act of the legislature. It is true that much of intent is charged in the bill which might overstep the boundary line defined by the law, but there is no evidence to sustain the assumption that any unlawful act to the injury of the complainants' rights of property is threatened by the defendants. They have agreed not to work with any but members of their association, and not to work for any employer who insists on their doing so, by withdrawing from his employment; so long as they confine themselves to peaceable means to effect these ends, they are within the letter and spirit of the law, and not subject to the interference of the courts. These considerations result in the conclusion that this court has no jurisdiction to grant the relief prayed for, and that the bill must be dismissed."

Several recent decisions by the courts of New York City (the supreme court) have also upheld the right of unionists to refuse to work with nonunionists. New York has a statute somewhat similar to that of New Jersey, but it was not specially referred to in the decisions. Judge Giegerich, in Tollman *v.* Gaillard (1899), upheld the action of the United Brotherhood of Carpenters and Joiners in striking to compel the replacement of members of another carpenters' organization by their own members. The appellate division of the supreme court made a similar decision in Davis *v.* United Portable Hoisting Engineers.[1] The court said: "But there can be no doubt that members of trades unions, as well as other individuals, have a right to say that they will not work with persons who do not belong to their organizations; and whether they say it themselves, or through their organized societies can make no difference."

Another action in some respects similar to the above was that of the Reform Labor Club of Masons and Plasterers' Laborers of Manhattan borough, New York City, against Delegates Connaughton and Mazza, of the General Council Laborers' Union Protective Society. The latter organization was formed in 1843, is large in membership, and has an annual agreement with the Mason Builders' Association, while the Reform Labor Club was instituted in 1899. Rivalry and competition exist between the two. It was charged by the plaintiff club that the officials named were responsible for the nonemployment of members of that club, in having persuaded employers to refuse to give them work; but Justice Leventritt, of the New York County supreme court, before whom the cause was argued, found no evidence of unlawful acts by the defendants, and therefore declined to grant relief by injunction to the Reform Labor Club, the court being of the opinion that "employers may legally refuse to employ men who belong, or who do not belong, to a particular organization, and one who merely induces an employer to act accordingly is not guilty of a wrongful or illegal act."[2]

The court quotes the decision of the House of Lords of February, 1898, in affirming the right of unionists to refuse to work with nonunionists. (See Allen *v.* Flood, below.)

The most recent decision of the New York courts on this subject was rendered by the appellate division of the supreme court, in July, 1900, in the case of National Protective Association *v.* Cumming.[3] One McQueed had sought to join the Enterprise Association of Steam and Hot-Water Fitters, but had been unable to pass the required examination. In connection with others he organized the plantiff association. The Enterprise Association refused to permit its members to work upon any job where the members of the plaintiff organization were employed. The only question before the court was as to the legality of this refusal, and the court declared that it was legal: "It can not be seriously questioned but that every workman has the right, in the first instance, to say for whom and with whom he will work. * * * And if one has this right, acting

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[1] 28 App. Div., 396, 398.

[2] Bulletin, New York Bureau of Labor Statistics, June, 1900, p. 159.

Another case involved President O'Leary, Delegate Scales, and other officials of the New York Stone Workers and Hand Rubbers' Union. Before Justice Jenks, in the Kings County supreme court, they were accused by Jacob Pfanz, a nonunion man, with conspiring to prevent him from obtaining work, compelling his discharge by Boeff & Co., of Brooklyn borough, New York City, and with refusing him admittance to the union. The plaintiff sought an injunction to restrain the defendants from committing alleged unlawful acts in interfering with him in securing or continuing employment. It was admitted by the defendants that their members did not desire to continue work with the plaintiff, but that his discharge was not demanded by them. Justice Jenks held: "There is no question of any contract right or the violation thereof presented before me. The organization or cooperation of workingmen is not itself counter to public policy, but has received the sanction of statute and of judge-made law. I know of no law that compels any man or any association of men, against his or its will, to work for any employer. Were there such law, it would be a law for serfs and slaves. If a man is not compelled to work, then he may quit work, and that for any good and sufficient reason as it may appear to him."

[3] 53 App. Div., 227, 231, 232.

his individual capacity, he does not lose it when acting with others, clothed th an equal right, so that employers may combine and say they will not employ rsons who are members of labor organizations, and laborers may combine and r that they will not work for employers who engage any but members of labor ganizations. * * * It can not be questioned but that one may, by lawful ans, obtain employment either for himself or another. He may procure the charge, by lawful means, of another person in order that he may obtain ployment, either for himself or another." The court quoted the case of Allen v. ood with approval. It endeavored to distinguish the circumstances in the case bar from those in Curran v. Galen, above described, by saying that in the rlier case the defendants sought to prevent the plaintiff altogether from obtaining employment and prosecuting his livelihood, while the Enterprise Association the present case did not try to prevent the members of the plaintiff organization om getting work, except in places where its own members were employed. None of these recent cases in New York has been carried to the court of appeals, e ultimate authority, and it is uncertain whether it would still maintain the doctine of Curran v. Galen, that such exclusive action of unionists is unlawful.

3. The English case of Allen v. Flood.—The decision of the House of Lords in the se of Allen v. Flood,[1] 1898, has probably definitely settled the law in Great itain to the effect that it is lawful for employees to quit work, or to threaten to uit work, with the intention of compelling an employer to discharge persons noxious to them. This case went directly contrary to the decision in Temperon v. Russell (Queen's Bench division, 1893), and to various other earlier English cisions. It is held, however, by some of the learned judges in Allen v. Flood at their decision is, after all, in conformity with the most authoritative earlier recedents. While several of the law lords dissented from the prevailing opinion, lly two-thirds of them were agreed as to the legality of the acts in question. The facts material to this appeal were as follows: "In April, 1894, about 40 oilermakers, or 'iron-men' were employed by the Glengall Iron Company in epairing a ship at the company's Regent dock in Millwall. They were members f the boilermakers' society, a trade union, which objected to the employment of hipwrights on ironwork. On April 12 the respondents, Flood and Taylor, who were shipwrights, were engaged by the company in repairing the woodwork of he same ship, but were not doing ironwork. The boilermakers, on discovering hat the respondents had shortly before been employed by another firm (Mills & Knight) on the Thames in doing ironwork on a ship, became much excited and egan to talk of leaving their employment. One of them, Elliott, telegraphed or the appellant, Allen the London delegate of the boilermakers' society. * * * Allen then had an interview with Halkett, the Glengall company's manager, and Edmonds the foreman, and the result was that the respondents were discharged t the end of the day by Halkett." The threat that the members of the boilermakers' society would be "called out" was used in the interview.

We have already noted, in another connection, that the House of Lords held hat the question of malicious intent of the Boilermakers and of Allen could not e considered as an element in determining civil liability.[2]

The majority of the judges further ruled in the most unequivocal way that very workman has an absolute right to quit work for any cause which seems to im sufficient, and to give notice to the employer of his intention. Thus Lord Watson said:[3] "It is, in my opinion, the absolute right of every workman to exerise his own option with regard to the persons in whose society he will agree or continue to work. It may be deplorable that feelings of rivalry between different associations of working men should ever run so high as to make members of one union seriously object to continue their labor in company with members of another trade union, but so long as they commit no legal wrong, and use no means which are illegal, they are at perfect liberty to act upon their own views. * * *

"Not only so; they were, in my opinion, entitled to inform the Glengall Iron Company of the step which they contemplated, as well as of the reasons by which they were influenced, and that either by their own mouth, or, as they preferred, by the appellant as their representative. * * * It was clearly for the benefit of the employers that they should know what would be the result of their retaining in their service men to whom the majority of their workmen objected; and the giving of such information did not, in my opinion, amount to coercion of the employers, who were in no proper sense coerced, but merely followed the course which they thought would be most conducive to their own interests."

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[1] L. R., 1898, 2 A. C., 1. [2] See p. 557. [3] Loc. cit., pp. 98, 99.

Similarly Lord Shand said:[1]

"A servant is surely entitled, for any reason sufficient in his judgment, or even from caprice, I should say, to resolve that he will no longer continue, after the expiry of a current engagement, in service with another servant in the same employment. This being unquestionable, the only limitation on his right to act is that he must not use unlawful means to induce his employer to dispense with the services of his fellow-servant. * * *

"In the like manner, and to the same extent as a workman has a right to pursue his work or labor without hindrance, a trader has a right to trade without hindrance. That right is subject to the right of others to trade also, and to subject him to competition—competition which is in itself lawful, and which can not be complained of where no unlawful means (in the sense I have already explained) have been employed. The matter has been settled in so far as competition in trade is concerned by the judgment of this House in the Mogul Steamship Company case. (1892, A. C. 25.) I can see no reason for saying that a different principle should apply to competition in labor. In the course of such competition, and with a view to secure an advantage to himself, I can find no reason for saying that a workman is not within his legal rights in resolving that he will decline to work in the same employment with certain other persons, and in intimating that resolution to his employer."

Lord Herschell declared that it was not unlawful for a man to persuade another to do a lawful act with the purpose of benefiting himself at the expense of a third person.[2] "The law certainly does not profess to treat as a legal wrong every act which may be disapproved of in point of morality; but, further, I can not agree that all persuasion where the object is to benefit the person who uses the persuasion at the expense of another is morally wrong. Numberless instances might be put in which such persuasion, which is of constant occurrence in the affairs of life, would not be regarded by anyone as reprehensible. * * *

"If the judgment under appeal is to stand, and the fact that the act procured was unlawful as being a breach of contract be immaterial, it follows that every person who persuades another not to enter into any contract with a third person may be sued by that third person if the object were to benefit himself at the expense of such person. * * *

"I do not think it possible to maintain such a proposition. It would obviously apply where one trader induced another not to contract with a third person with whom he was in negotiation, but to make the contract with himself instead, a proceeding which occurs every day, and the legitimacy of which no one would question."

Further questions raised in the case of Allen *v.* Flood were as to whether the action of the defendants in threatening to quit work on account of the employment of men distasteful to them was an unlawful interference with the rights of the employers, and as to whether it amounted to illegal coercion of them. The majority of the court answered both of these questions in the negative.

Thus Lord Herschell said:[3] "I do not doubt that everyone has a right to pursue his trade or employment without 'molestation' or 'obstruction' if those terms are used to imply some act in itself wrongful. * * * If it be intended to assert that an act not otherwise wrongful always becomes so if it interferes with another's trade or employment, and needs to be excused or justified, I say that such a proposition in my opinion has no solid foundation in reason to rest upon. A man's right not to work or not to pursue a particular trade or calling, or to determine when or where or with whom he will work is in law a right of precisely the same nature, and entitled to just the same protection as a man's right to trade or work."

On the matter of coercion, Lord Herschell continued:[4]

"In another passage in his opinion the learned judge (below) says that there is no authority for the proposition that to render threats, menaces, intimidation, or coercion available as elements in a cause of action, they must be of such a character as to create fear of personal violence. I quite agree with this. The threat of violence to property is equally a threat in the eye of the law. And many other instances might be given. On the other hand it is undeniable that the terms "threat," "coercion," and even "intimidation," are often applied in popular language to utterances which are quite lawful and which give rise to no liability either civil or criminal. They mean no more than this, that the so-called threat puts pressure, and perhaps extreme pressure, on the person to whom it is addressed to take a particular course. Of this again numberless instances might be given. Even then if it can be said without abuse of language that the employers were "intimidated and coerced" by the appellant, even if this be in a

[1] Pp. 166, 167. [2] Pp. 120, 126, 127. [3] P. 138. [4] Pp. 128, 129.

rtain sense true, it by no means follows that he committed a wrong or is under ıy legal liability for his act. Everything depends on the nature of the repre- ntation or statement by which the pressure was exercised. The law can not gard the act differently because you choose to call it a threat or coercion instead an intimidation or warning."

Lord Watson said on this point:[1]

"According to my opinion, coercion, whatever be its nature, must, in order to fer the legal liability of the person who employs it, be intrinsically and irre- ectively of its motive a wrongful act."

4. Effect of Allen v. Flood on American decisions.—To what extent the American ırts will follow the decision of the House of Lords in Allen *v.* Flood is a matter great uncertainty. We have already noticed that an intermediate court of ew York City quoted that decision recently with approval, and that there have ɔen several other decisions in that city taking the same position as to actions of ıionists in seeking to exclude others from employment. Almost the only ıportant case before a court of last resort in which direct reference has been ade to the English decision is that of Plant *v.* Woods,[2] decided by the supreme ıdicial court of Massachusetts in 1899. The majority of the judges in this case ɛld that Allen *v.* Flood was not good authority in this country, the opinion of ıe dissenting law lords being approved in preference. Judge Holmes, who had isagreed with the opinion of the majority of the supreme judicial court of Mas- ıchusetts in other cases, took the opposite stand in this case also, upholding the ɛcision of the majority of the law members of the House of Lords.

The importance of the case will merit somewhat extended discussion. The ıse arose out of a conflict between two trades unions in the painting craft, the ʻorkmen of the plaintiff union having withdrawn from the defendant union in 397. The defendants undertook to prevent the members of the other union from btaining and continuing in work. Their representatives made it a practice to isit every shop where any of the plantiffs were at work and to inform the pro- rietor that the members of the defendant union had voted to refuse to work in he same shops with them. They made no request that the members of the plain- ff union should be discharged, but only that they should be induced by the mployer to sign applications for reinstatement in the defendant union. The ourt held, however, that this action of the defendants implied distinctly a threat f strike in case employers retained members of the other union who declined to eek reinstatement, and that this threat to strike involved a degree of coercion uch as to give the plaintiffs a right to an injunction. On this point the court said:

"It is well to see what is the meaning of this threat to strike, when taken in onnection with the intimation that the employer may 'expect trouble in his usiness.' It means more than that the strikers will cease to work. That is only he preliminary skirmish. It means that those who have ceased to work will by trong, persistent, and organized persuasion and social pressure of every descrip- ion, do all they can to prevent the employer from procuring workmen to take heir places. It means much more. It means that, if these peaceful measures ail, the employer may reasonably expect that unlawful physical injury may be lone to his property; that attempts in all the ways practiced by organized labor will be made to injure him in his business, even to his ruin, if possible; and that, ɔy the use of vile and opprobrious epithets and other annoying conduct, and ıctual and threatened personal violence, attempts will be made to intimidate hose who enter or desire to enter his employ."

As to the nature of the coercion employed by the union, the court continued:

"The purpose of these defendants was to force the plaintiffs to join the defend- ant association, and to that end they injured the plaintiffs in their business, and molested and disturbed them in their efforts to work at their trade. It is true they committed no acts of personal violence, or of physical injury to property, although they threatened to do something which might reasonably be expected to lead to such results. In their threat, however, there was plainly that which was coercive in its effect upon the will. It is not necessary that the liberty of the body should be restrained. Restraint of the mind, provided it would be such as would be likely to force a man against his will to grant the thing demanded, and actually has that effect, is sufficient in cases like this."

On the fundamental question as to whether men have the right to quit work or to threaten to do so for the purpose of procuring the discharge of others, the court took a stand opposite to that of the House of Lords, holding especially that the element of malicious motive is to be considered.

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[1] P. 94. [2] 57 N. E. Rep., 1011, 1013–1016.

"It was not the intention of the defendants to give fairly to the employer the option to employ them or the plaintiffs, but to compel the latter against their will to join the association, and to that end to molest and interfere with them in their efforts to procure work by acts and threats well calculated by their coercive and intimidating nature to overcome the will. The defendants might make such lawful rules as they pleased for their own conduct, but they had no right to force other persons to join them. * * *

"The defendants contend that they have done nothing unlawful, and in support of that contention they say that a person may work for whom he pleases, and, in the absence of any contract to the contrary, may cease to work when he pleases, and for any reason whatever, whether the same be good or bad; that he may give notice of his intention in advance, with or without stating the reason; that what one man may do several men acting in concert may do, and may agree beforehand that they will do, and may give notice of the agreement; and that all this may be lawfully done, notwithstanding such concerted action may, by reason of the consequent interruption of the work, result in great loss to the employer and his other employees, and that such a result was intended. In a general sense, and without reference to exceptions arising out of conflicting public and private interests, all this may be true."

The court declared, however, that such a right did not exist where the motive was maliciously to injure another person. The opinion in Allen *v.* Flood regarding the effect of malice in such a case was directly opposed by the Massachusetts court,[1] which concluded:

"Such acts are without justification, and therefore are malicious and unlawful, and the conspiracy thus to force the plaintiffs was unlawful. Such conduct is intolerable, and inconsistent with the spirit of our laws." * * *

Finally, the court specifically repudiates the authority of Allen *v.* Flood, saying:

"Some phases of the labor question have recently been discussed in the very elaborately considered case of Allen *v.* Flood, ubi supra. Whether or not the decision made therein is inconsistent with the propositions upon which we base our decision in this case, we are not disposed, in view of the circumstances under which that decision was made, to follow it. We prefer the view expressed by the dissenting judges, which view, it may be remarked, was entertained not only by three of the nine lords who sat in the case, but also by the great majority of the common-law judges who had occasion officially to express an opinion. There must be, therefore, a decree for the plaintiffs. We think, however, that the clause, 'or by causing or attempting to cause any person to discriminate against any employer, or members of plaintiffs' said association (because he is such employer) in giving or allowing the performance of contracts to or by such employer,' is too broad and indefinite, inasmuch as it might seem to include mere lawful persuasion and other similar and peaceful acts; and for that reason, and also because, so far as respects unlawful acts, it seems to cover only such acts as are prohibited by other parts of the decree, we think it should be omitted."

The following is quoted from the dissenting opinion of Judge Holmes in the case of Plant *v.* Woods:

"I agree that the conduct of the defendants is actionable unless justified.[2] I agree that the presence or absence of justification may depend upon the object of their conduct; that is, upon the motive with which they acted. * * * On the other hand, I infer that a majority of my brethren would admit that a boycott or strike intended to raise wages directly might be lawful, if it did not embrace in its scheme or intent violence, breach of contract, or other conduct unlawful on grounds independent of the mere fact that the action of the defendants was combined. A sensible workingman would not contend that the court should sanction a combination for the purpose of inflicting or threatening violence, or the infraction of admitted rights. To come directly to the point, the issue is narrowed to the question whether, assuming that some purposes would be a justification, the purpose in this case of the threatened boycotts and strikes was such as to justify the threats. That purpose was not directly concerned with wages. It was one degree more remote. The immediate object and motive was to strengthen the defendants' society as a preliminary and means to enable it to make a better fight on questions of wages or other matters of clashing interests.

"I differ from my brethren in thinking that the threats were as lawful for this preliminary purpose as for the final one to which strengthening the union was a means. I think that unity of organization is necessary to make the contest of labor effectual, and that societies of laborers lawfully may employ in their preparation the means which they might use in the final contest."

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[1] For further quotation of the decision with reference to malicious intent see above, p 556.
[2] May *v.* Wood, 172 Mass., 11, 14, 51 N. E., 191, and cases cited.

CHAPTER VI.

INTIMIDATION AND PICKETING.

1. **Summary.**—We have already discussed the court decisions and statutes relating to the acts of combinations of workingmen in attempting to exclude others from employment by persuading the employer or threatening him, as well as in attempting to entice actual employees to quit. Another method often resorted to by labor organizations and strikers, is to attempt to prevent persons from entering the service of an employer by persuading or threatening those persons themselves. Attempts to compel those already in employment to quit, by threats and intimidation, are in practice and in law considered as more closely allied to the latter class of acts than to enticement. Measures of this sort occur, for the most part, only during the actual existence of a strike or lockout. The ordinary terms used by the courts to define these acts of strikers are "coercion," "intimidation," "picketing," and "patrolling." The terms picketing and patrolling are practically of the same meaning, and refer to the practice of stationing men, usually a limited number only, in the vicinity of the plant of the employer against whom the strike is directed, in order that they may accost persons seeking employment, inform them as to the conditions, and influence them, by one means or another, to refrain from entering employment. Workingmen usually hold that picketing is merely a form of persuasion, and that it is necessary to the success of strikes, especially because employers often advertise for men without informing them of the existence of a strike. The acts of even a small number of pickets themselves may, of course, take on a character which makes the term intimidation applicable to them. Intimidation is more likely to result where crowds of men assemble in the vicinity of the works struck against, in which case the term picketing can not properly be applied.

The general consensus of opinion among the higher American courts seems to be that wherever the acts of strikers toward those seeking employment amount to threats, intimidation, or actual violence, they are criminal, while almost all the more recent decisions also sanction the use of the injunction to restrain acts which take on this character. The number of injunctions restraining such unlawful picketing, intimidation, and interference during recent years has been very great indeed. On the other hand, it is perhaps the more usual opinion of the higher courts that where picketing, or the other methods of persuading persons seeking employment to refrain from doing so, contain none of the elements above described, but are peaceful, they are not illegal. It must be observed, however, that these statements of the American courts upholding the legality of peaceful picketing are, for the most part, found as obiter dicta in connection with decisions affirming the illegality of intimidation and threats, the contrast between the two classes of acts being drawn for the purpose of enforcing the idea of the illegality of the latter class. There have been, in fact, two or three decisions of high courts holding that even peaceful picketing is illegal, and it is not entirely certain what would be the attitude of these courts if more cases of this character should be brought before them. Moreover, in several recent cases lower courts have issued injunctions prohibiting even peaceful persuasion to induce persons not to enter employment. It is obvious that the line of distinction between persuasion and intimidation is by no means a sharp one, and that opinions may differ greatly as to whether certain specific acts amount to intimidation or otherwise. It is accordingly necessary to describe briefly the actual state of facts in connection with the more important cases, and to state the decisions of the courts in the light of these facts.[1]

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[1] The law of picketing in the United States is stated by Mr. Stimson as follows (Handbook to the Labor Law, pp. 290, 299):

"We may state at once that the law, both English and American, is pretty well settled down to the view that picketing, for the purpose of mere persuasion of workmen not to take employment, and not attended with any disorder or physical or moral intimidation, is now held legal; at least when conducted in a reasonable manner and with not too great a crowd. Indeed, the recent English decisions have gone so far as almost to prescribe that the picket of two persons, which may be relieved by others, like a guard, is about the extent to which the law will allow it; and these two persons must, of course, not be guilty of intimidation as above defined. * * *

"In the United States to-day only the most reasonable and peaceable picketing, for mere purposes of information and observation, is lawful, and only quiet and peaceable persuasion, by workmen of workmen, and conducted in such a way as not to amount to an elaborate conspiracy to prevent the plaintiff from getting help; though it is not probably necessary to render such action lawful that the

We may first, however, point out the general principle laid down by the courts as underlying their attitude in holding any action which amounts to intimidation to be an illegal interference with the rights of both employers and those seeking employment. That principle, which is also stated repeatedly by the courts in decisions as to boycotts and other methods of labor organizations, is that each man has a right to carry on his lawful business or labor without let or hindrance. Thus it is said by the United States circuit court in Ohio, in American Steel and Wire Company v. Wire Drawers' Union.[1] "The right to work as one pleases, and to contract for labor as one chooses, is protected by law. It is the right, not so much of property as of that liberty which every man enjoys in this country as his birthright; * * * which is not confined to political rights alone, but extends as well to personal activities in and about one's daily business, be he laborer or capitalist; * * * which not even State legislatures can impair; and certainly not strike organizations." So, too, the supreme judicial court of Massachusetts declared in a recent case:[2] "An employer has a right to engage all persons who are willing to work for him, at such prices as may be mutually agreed upon, and persons employed or seeking employment have a corresponding right to enter into or remain in the employment of any person or corporation willing to employ them. These rights are secured by the constitution itself. No one can lawfully interfere by force or intimidation to prevent * * * the exercise of these rights."

2. Legislation as to intimidation.[3]—A large number of States have special statutes prohibiting the use of intimidation or force to interfere with the entrance into or continuance in employment of any person. These statutes for the most part refer in terms to acts of individuals, and in legal theory belong rather to matters of police and preservation of order than to the law of combinations and conspiracy. Nevertheless they may easily be applied to intimidation and picketing (if amounting to intimidation) by bodies of strikers. The States having statutes of this sort prohibiting intimidation of ordinary employees are New Hampshire, Massachusetts, Maine, Rhode Island, Vermont, Wisconsin, Missouri, Oregon, North Dakota, Georgia, Alabama, Texas, Oklahoma, and Mississippi. While the terms of these statutes differ very considerably it is probable that by the interpretation of the courts they would reach practically the same end. Indeed it is likely that under the common law alone, without statute, essentially the same attitude would be taken by the courts on this subject as under the various enactments. There are also special laws in a few States prohibiting intimidation of employees on railways and in mines.

In those States which, as we have seen in another connection (p. 562), have expressly by statute legalized strikes, repealing the common law of conspiracy, there are very generally found qualifying provisos prohibiting combination to commit various unlawful acts, among which are usually found the use of force, threats, and intimidation to prevent any person from entering or continuing in employment. The States having provisions of this sort are Pennsylvania, New York, Minnesota, Mississippi, North Dakota, and Illinois, while in several other States the definitions of unlawful conspiracy are less definite, but might be applied to acts of strikers.

Those States which expressly legalize strikes for the most part also declare it lawful to persuade persons to quit employment or to refrain from entering employment, provided only peaceful means are used. This is the case in New Jersey, Minnesota, Pennsylvania, and Texas, while the Maryland statute, which follows that of Great Britain, is so general as doubtless to render such peaceful persuasion distinctly lawful.

3. Specific American cases of picketing and intimidation.—Turning, now, to a more detailed study of the decisions, we may first describe several cases in which the element of intimidation was clearly and conspicuously present in the actions of the strikers.

Thus, in the case of the American Steel and Wire Company v. Wire Drawers' Union,[4] the evidence, the court declared, showed that the strikers maintained pickets in the vicinity of the works against which the strike was being conducted, (in Cleveland) and that a larger body of men was also kept constantly in the

persons doing it should be actually employees of the plaintiff; if they are members of the labor union concerned or engaged in the trade, so as to have a solidarity of interest, that will be sufficient; but picketing for the purpose of interfering with the plaintiff's trade, as by driving away his customers, is never lawful."

[1] 90 Fed. Rep., 608, 613.

[2] Vegelahn v. Guntner, 44 N. E. Rep., 1077.

[3] See fuller digest in Reports of Industrial Commission, vol. v, pp. 69, 131.

[4] 90 Fed. Rep., 608, 614.

cinity. If the patrols failed to persuade persons seeking employment to refrain om doing so, the larger body would come forth on signal, and actually obstruct e way, threaten those seeking employment, and in one or two cases, at any te, it entered into violent conflict with them. The court held that, even in the sence of violence, the exhibition of substantial force in the presence of large dies of men, amounted to intimidation. "The whole fallacy of the defense ainst this bill, and the proof offered to sustain it, lies in a convenient misappre-ension or a necessary misunderstanding of the character of that force or violence hich all agree is not permitted in the conduct of a strike. It seems to be the lea of the defendants that it consists entirely of physical battery and assaults, nd that if these appear in the proof, and they can be justified, as they might be n a criminal indictment or in a police court, that ends the objection, and the jus-ified assaults and batteries will not support an injunction. The truth is that the ost potential and unlawful force or violence may exist without lifting a finger gainst any man, or uttering a word of threat against him. The very plan of ampaign adopted here was the most substantial exhibition of force, by always eeping near the mill large bodies of men, massed and controlled by the leaders, o as to be used for obstruction if required."

Another case, which was very similar and which was decided by the same court omewhat earlier, was that of the Consolidated Steel and Wire Company *v.* Mur-ay.[1] The court declared that the averments of the bill of the complainant were ubstantially upheld by the evidence, which showed that there was "continuously a riotous assemblage;" that, while it maintained a semblance of law and order, actually threatened, followed, intercepted, and in some cases maltreated the employees of the complainant. An injunction was accordingly issued.

In another recent case a Federal court held that certain demonstrations intended to keep men from entering or continuing in employment were illegal as interfering with the free use of the public highways.[2] "The marching men seem to think that they could go and come on and over the country road as they pleased, because it was a public highway. But this was a mistake. The miners working at Montana had the same right to use the public road as the strikers had, and it was not open and free to their use when it was occupied by over 200 men stationed along it at intervals of 3 and 5 feet, men who, if not open enemies, were not bosom friends. That some miners passed through this line is shown. That others feared to do so is plain. That the marching column intended to interfere with the work at the mines would be foolish to deny. A highway is a way over which the public at large have a right of passage. It is a road maintained by the public for the general convenience. True, the strikers had a right to march over it as passengers just the same as all other citizens; but they had no right to make it a parade ground or stop on its sideways at frequent intervals, and by the hour, at times when other people who had the same right to its use were in the habit of using it for purposes connected with their daily avocations. * * * No one portion of the community has a right to march along those streets day after day, night after night, and station themselves along them at intervals of 3 or 5 feet, for hour after hour, thereby preventing the owners of property located thereon from reaching the same in person, or by their clerks or other employees, for purposes connected with their regular business."

The supreme court of Pennsylvania in 1892, in the case of Murdock *v.* Walker,[3] upheld the issue of an injunction by a lower court to restrain picketing and intimidation. The opinion of the lower court had declared that, while there was no physical violence or threat thereof, "there can be no doubt that a number of the defendants, with others, have been in the habit of collecting in crowds about the establishment of the plaintiffs, have followed their workmen to and from their boarding houses, and purposely interfered with them in passing along the public streets, in some instances even resorting to actual force. * * * The whole course of those actively engaged in these movements was a menace to the workmen of the plaintiffs, as well as to the public peace." The opinion of the court announces clearly the principle that a court of equity will enjoin even discharged employees—they were, in fact, members of the labor union—from gathering about the plaintiff's place of business, and from following his employees to and from work, and from gathering about their boarding places, and from any and all manner of threats, intimidation, ridicule, and annoyance.

The same court, two years later, in Wick China Company *v.* Brown[4] upheld an injunction under very similar circumstances, declaring that the evidence sustained the averments of the complainant, that the defendants had used "threats, menaces, intimidations, opprobrious epithets addressed to the Wick China Com-

[1] 80 Fed. Rep., 811.
[2] Mackall *v.* Ratchford et al., 1897, 82 Fed. Rep., 41, 48.
[3] 25 Atl. Rep., 492.
[4] 30 Atl. Rep., 261.

pany's officers and workmen," had gathered in crowds at the company's establishment and at the boarding places of their workmen, and had followed the workmen and held them up to the ridicule of the bystanders.

The most recent case on picketing brought before a court of final resort was decided by the court of chancery of New Jersey in December, 1899, Cumberland Glass Manufacturing Company *v.* Glass Blowers' Association.[1] This decision is interesting, because it very clearly and emphatically affirms that the general consensus of court opinion is that peaceful picketing and persuasion are probably legal, but that violence or threats or intimidation are always illegal. To quote the language of the court: "It is entirely settled that the moment that individuals, either singly or in company, for the purpose of compelling a master to accede to their views, use force or threats of force, or in any way injure or threaten to injure either the master, or those working or wishing to work for him, the act becomes illegal. Interference with the movement of employees in passing in and out of their employer's factory, or the use of abusive language, upon the streets or elsewhere, toward such employees, indeed, any conduct which is calculated to induce those working or wishing to work, against their wish, to abandon their work, or their intention to seek work, is within the limits of coercive conduct. There is no contrariety of judicial view in respect to the illegality in the use of any act which is calculated to coerce, but in respect to what acts are to be regarded as coercive there is naturally more difference in judicial sentiment. * * *

"I can not say that the law is so settled that a preliminary injunction can go upon the notion that picketing, without some other act evidential of coercion, is in itself evidence of intimidation. The decision of the question, I think, must depend upon the circumstances surrounding each case. There must be taken into account the size of the guard, the extent of their occupation of the street, and what they say and do. Taking every circumstance into account, if it appears that the purpose of the picketing is to interfere with those passing into or out of the works, or those wishing to pass into the works, by other than persuasive means, it is illegal. If the design of the picketing is to see who can be the subject of persuasive inducements, such picketing is legal."

In view of these doctrines, the court held that the acts of the strikers in this case were illegal. It was proved, so the court declared, that large bodies of men were almost continuously in and around the factory of the complainant, and that large bodies met each incoming train and intercepted the workmen. "The newcomers were surrounded and jostled, and pushed along, until they were landed in the headquarters of the strikers. It was almost a physical impossibility for the workmen to move otherwise than according to the will of the crowd." The strikers in the vicinity of the factory occasionally attacked property, used abusive language toward employees, and even interfered with those seeking to enter the yard, and thus "became a coercive instrument."

Turning now to those American cases in which the element of intimidation has been less conspicuous, we find one of the earliest of the important decisions in Sherry *v.* Perkins,[2] decided by the supreme judicial court of Massachusetts in 1888. Here the defendants, members of the Lasters' Protective Union, were enjoined from patrolling in front of the premises of P. P. Sherry, and carrying banners inscribed with the words: "Lasters are requested to keep away from P. P. Sherry's. Per order L. P. U.," and "Lasters on strike; all lasters are requested to keep away from P. P. Sherry's. Per order L. P. U." The court declared that "the act of displaying banners with devices, as a means of threats and intimidation, to prevent persons from entering into or continuing in the employment of the plaintiff, was injurious to the plaintiff, and illegal at common law and by statute." The injury was to the plaintiff's business and justified an injunction. The report of the case does not show that there were any other acts on the part of the strikers to which objection was made, except that described.

The same court took a very similar stand in the case of Vegelahn *v.* Guntner, decided in 1896.[3] In this case the patrol was combined with "social pressure, threats of personal injury, or unlawful harm," but the decision does not specify the more precise acts constituting such threats and pressure, apparently considering that the presence of the patrol itself amounted to intimidation. The patrol, which was "maintained from half past 6 in the morning until half past 5 in the afternoon on one of the busiest streets of Boston * * * was maintained as one of the means of carrying out the defendant's plan. * * * It was thus one means of intimidation, indirectly to the plaintiff, and directly to persons actually employed, or seeking to be employed, by the plaintiff, and of rendering such employment unpleasant or intolerable to such persons. * * * Intimidation is

[1] 46 Atl. Rep., 208-211. [2] 17 N. E. Rep., 307, 309. [3] 44 N. E. Rep., 1077.

ot limited to threats of violence or of physical injury to persons or property. It as a broader signification, and there also may be a moral intimidation which is legal." Other language used shows that the mere element of picketing was in self considered illegal aside from direct threats, the court especially referring to he case of Sherry *v.* Perkins, and stating that picketing under the circumstances n the present case "has elements of intimidation like those" in the other case.

It should be noticed that strong dissenting opinions in this case of Vegelahn *v.* Guntner were submitted by Chief Justice Field and by Judge Holmes. Chief Justice Field appeared somewhat uncertain as to whether picketing was legal under the circumstances, but declared that at any rate it was not a sufficient cause for the use of the extraordinary remedy of the injunction. He added that he did not see that the question of malicious motive would have any influence in the decision as to the legality or illegality of persuading a person not to enter the employment of another. If the patrol involves intimidation or force it is illegal. "If it does not amount to intimidation, but interferes with the use by the plaintiff of his property, it may be illegal, but will not justify an injunction. If it is merely a peaceful mode of finding out the persons who intend to enter the plaintiff's premises to apply for work and of informing them of the actual facts in the case in order to induce them not to enter the plaintiff's employment, in the absence of any statute relating to the subject, I doubt if it is illegal."

Judge Holmes went further. He said "It appears to me that the opinion of the majority turns in part on the assumption that the patrol necessarily carries with it a threat of bodily harm. That assumption I think unwarranted. * * * Furthermore, it can not be said, I think, that two men walking together up and down a sidewalk and speaking to those who enter a certain shop do necessarily and always thereby convey a threat of force. I do not think it possible to discriminate and to say that two workmen, or even two representatives of an organization of workmen, do, especially when they are and are known to be under an injunction of this court not to do so." The latter sentence quoted from Judge Holmes refers to the fact that he approved the issue of an injunction prohibiting the use of force or of threats, but was unwilling that it should extend to the prohibition of a patrol altogether.

Another case in which picketing was declared illegal in itself was that of Beck *v.* Railway Teamsters Protective Union,[1] decided by the supreme court of Michigan in 1898. A lower court had enjoined certain classes of acts on the part of strikers and appeal was taken to make the injunction broader in its scope. The supreme court upheld the appeal and modified the order so as to prohibit altogether the use of the boycott or of pickets. The facts of the case showed, as stated by the court, that groups of men had followed the teamsters employed by the complainant, howling at them and using abusive language. They also distributed circulars to the customers of the complainants urging them to withhold patronage. The court, however, did not confine itself to holding these more overt acts of intimidation and of boycotting illegal, but prohibited picketing altogether. It justified its order in this regard in the following language: "To picket complainants' premises in order to intercept their teamsters or persons going there to trade is unlawful. It itself is an act of intimidation and an unwarranted interference with the right of free trade. The highways and public streets must be free to all for the purpose of trade, commerce, and labor. The law protects the buyer, the seller, the merchant, the manufacturer, and the laborer in the right to walk and use the streets unmolested." Yet the court apparently qualifies this remark by adding: "It will not do to say that these pickets are thrown out for the purpose of peaceable argument and persuasion. They are intended to intimidate and coerce." Whether this last statement is made in view of the actual use of intimidating language by the pickets, or whether it means that the mere presence of the pickets, regardless of their further action, always amounts to intimidation and coercion is not clear.

The most recent utterance of the supreme court of Pennsylvania on the subject of picketing, goes further than the earlier decisions above referred to, declaring that picketing in almost any form is illegal; that even peaceful persuasion of those seeking employment is unlawful, on the somewhat curious ground that their time may not lawfully be taken up in this way. This is in the case of O'Neil *v.* Behanna,[2] decided in 1897. It appears that the acts of the pickets and strikers did amount to a degree of intimidation; that considerable numbers of strikers met the men seeking work, called them "scabs" and "blacklegs," and even tried to pull them away. The court declared that it was a most serious misconception to suppose that strikers could do anything to attain their end short of actual physical

[1] 77 N. W. Rep., 13, 22. [2] 37 Atl. Rep., 843, 844.

violence. "The 'arguments' and 'persuasion' and 'appeals' of a hostile and demonstrative mob have a potency over men of ordinary nerve which far exceeds the limits of lawfulness. The display of force, though none is actually used, is intimidation, and as much unlawful as violence itself." So far the decision conforms to that in earlier cases, but the court adds: "It is further urged that the strikers, through their committees, only exercised ('insisted on' is the phrase their counsel use in this court) their right to talk to the new men to persuade them not to go to work. There was no such right. These men were there presumably under contract with the plaintiff, and certainly in search of work, if not yet actually under pay. They were not at leisure, and their time, whether their own or their employer's, could not lawfully be taken up, and their progress interfered with, by these or any other outsiders, on any pretense or under any claim of right to argue or persuade them to break their contracts. Even, therefore, if the arguments and persuasion had been confined to lawful means, they were exerted at an improper time, and were an interference with the plaintiff's rights, which made the perpetrators liable for any damages the plaintiff suffered in consequence. But, in fact, their efforts were not confined to lawful means."

An injunction issued by a Federal court in a recent case[1] appears to go further than the courts usually go in its restrictions upon pickets and strikers seeking to prevent others from taking employment. The injunction prohibits all persons from "compelling, *inducing*, or attempting to compel or induce by threats, intimidation, *unlawful persuasion*, force, or violence," any of the employees of a certain coal company to refuse to perform their duties or to quit service; and also prohibits in similar language endeavors to prevent any person from entering the service of the company. The words "unlawful persuasion" are vague, but apparently any form of persuasion might be held unlawful under this language.

There have been numerous court decisions touching on the question of intimidation in connection with railroad strikes. Usually the courts have held such action unlawful on account of its interference with interstate commerce or its obstruction of the mails, rather than because of the intimidation itself. Cases of this sort are considered under another head (see page 596). We may here, however, quote from one of the somewhat earlier decisions of the Federal courts, drawing a line of distinction as to what constitutes intimidation where no physical violence is directly threatened.[2]

"I think there was no one that heard the testimony but felt that that demonstration was made with the intent to overawe those engineers: to make them feel that it was not personally prudent to run those trains; that there was a risk to themselves in attempting to continue the operations of the road there; and that these engineers acted under a reasonable sense of personal danger accruing from the demonstration that was made in their presence. I have no doubt that some men, who are excessively bold, might have laughed at it, and waited, believing that no personal violence would be used; but men are not all equally bold and courageous; the average man has a feeling that it is his duty to regard his personal safety; we all know that, and we act upon that presumption; and when these men met there in that fever of excitement, when the crowd surged backward and forward, from one end of that yard to the other, approaching now this engine and now that, they knew, and every man knows, that that kind of a demonstration was calculated to intimidate; and they knew, and every man knows, that ordinarily prudent men are not going to risk their personal safety when there is nothing to be gained by it."

Another somewhat broad interpretation of intimidation was made by a Federal court in an earlier case involving the employees of a receiver of a railroad.[3] A strike had been ordered among the employees of the shops of the Wabash railroad at Moberly, Mo. The chairman of the striking employees sent notices to the foreman of the shops requesting them to quit work. The following language was used in one of these notifications: "You are requested to stay away from the shop until the present difficulty is settled. Your compliance with this will command the protection of the Wabash employees; but in no case are you to consider this an intimidation." The court declared that in ordinary life the use of such language to a foreman or other person would be considered as involving an implied threat such as would justify the placing of the writers under peace bonds. "The statement in all of these notices that they are not to be taken as intimidations go to show beyond a doubt that the writer knew he was violating the law, and by this subterfuge sought to escape its penalties."

[1] United States *v.* Sweeney, 95 Fed. Rep., 434.
[2] U. S. *v.* Kane *et al.*, 23 Fed. Rep., 748, 754.
[3] In re Wabash Railroad Company, 24 Fed. Rep., 217, 220.

Notwithstanding these decisions of several of the higher courts there are various States in which in all probability the courts of ultimate resort would not uphold the proposition that picketing, if free from more conspicuous forms of threats and intimidation, is in itself illegal. A recent decision of the special term of the supreme court of New York County, expressly affirms the legality of peaceful picketing. This was in a case arising out of the cigar makers' strike of 1900. Judge Freedman, of the supreme court, had issued an injunction restraining the strikers altogether from picketing, patroling, and loitering about the premises of the plaintiffs. In special term the court, by Justice Andrews, refused to extend the injunction. He declared that while it was unlawful for strikers to insult, annoy, and follow persons seeking employment from the plaintiffs, mere loitering around, standing upon the sidewalk in front of, picketing and patrolling the plaintiff's premises would not be unlawful unless accompanied by some of the other unlawful acts above-mentioned or of a similar character.[1]

One of the intermediate courts in Chicago also recently decided that peaceful picketing was not illegal, so far as picketing meant, merely "the active watch by workmen belonging to those lodges or associations or unions, of others, so that they may know what is going on and what is done."[2]

4. English legislation and decisions.—The British conspiracy and protection of property act of 1875[3] specifically legalizes picketing by strikers, but lays certain restrictions upon the methods employed, so as to prohibit all forms of intimidation. The act merits quotation:

"7. Every person who, with a view to compel any other person to abstain from doing or to do any act which such other person has a legal right to do or abstain from doing, wrongfully and without legal authority,

"1. Uses violence to or intimidates such other person or his wife or children, or injures his property; or,

"2. Persistently follows such other person about from place to place; or,

"3. Hides any tools, clothes, or other property owned or used by such other person, or deprives him of or hinders him in the use thereof; or,

"4. Watches or besets the house or other place where such other person resides, or works or carries on business or happens to be, or the approach to such a house or place; or,

"5. Follows such other person with two or more other persons in a disorderly manner in or through any street or road,

shall, on conviction thereof by a court of summary jurisdiction, or on indictment as hereinafter mentioned, be liable either to pay a penalty not exceeding £20, or to be imprisoned for a term not exceeding 3 months, with or without hard labour.

"Attending at or near the house or place where a person resides, or works, or carries on business, or happens to be, or the approach to such house or place, in order merely to obtain or communicate information, shall not be deemed a watching or besetting within the meaning of this section."

The judicial interpretation of these provisions by the English courts has not always been consistent, but it seems that the general disposition has been to restrain picketing very closely on the ground that it involves a degree of intimidation of the employer and the persons seeking employment. Thus, as early as 1876, Baron Huddleston said with regard to picketing:[4]

"It is so dangerous a thing to do at all that it is difficult to guard against the abuse of the practice, and, therefore, if you assert a right to 'picket' you are almost certain to get into difficulty, for whatever you may intend by it, others will go beyond it. Most certainly watching and besetting, unless it is only for information, is illegal. If, then, you do not wish to go beyond the law, it is better to avoid such acts altogether, as it is illegal to follow anyone about in the streets."

As to the proviso allowing picketing for the purpose of obtaining information, he said:

"The intention of the legislature in inserting this clause in the section was for the purpose of enabling workmen on strike to find out whether any of their fellow-workmen, who, as members of their trade union, might be drawing strike allowances, were 'traitors' to their union, and were going back to work and so getting money from both sides."

A recent important English case is that of Lyons *v.* Wilkins, in which an injunction was issued to restrain the defendants from watching or besetting the

[1] See Bulletin of the New York Bureau of Labor Statistics, September, 1900.
[2] See Case and Comment, August, 1899.
[3] 38 and 39 Vict., ch. 86.
[4] Regina *v.* Bauld, 13 Cox C. C., 283, 292.

States are Maine, Illinois, Kansas, Wisconsin, and Colorado. Such statutes, while differing in detail, agree in declaring unlawful combinations and conspiracies with the criminal intent to injure the person, character, business, or property of another. Illinois specifically refers to the ordinary methods of boycotting, such as the distribution of circulars, posting or printing of notices, etc.

CHAPTER VIII.

RAILWAY STRIKES AND BOYCOTTS.

During the past decade there have been numerous important decisions by the Federal courts regarding strikes and other labor difficulties upon interstate railroads. The greater number of these cases centered around the great Chicago strike of 1894, but both before and since that time other labor difficulties have been made the subject of decision by the United States courts. The special conditions under which these strikes and disputes have arisen, and the provisions of law applicable to them under the statutes of the United States, serve to distinguish certain principles underlying the court decisions in these cases which are not usually found in connection with the decisions as to other classes of labor disputes. After analyzing these principles we may consider the specific acts as to which adjudication has been made.

A. GENERAL PRINCIPLES LAID DOWN BY COURTS.

1. Interference with interstate commerce generally.—The most deeply underlying thought of the Federal courts in cases involving labor disputes on interstate commerce railroads is, apparently, that the protection of interstate commerce is the peculiar care of the Federal Government, and that obstruction of that commerce is an offense punishable as a crime and also subject to restraint by injunction. Reference is frequently made to the immense importance of uninterrupted traffic over interstate transportation lines to the welfare of all classes of citizens. It is pointed out that active interference with such commerce results in the most serious public injury and may threaten the very lives of large numbers of citizens. Although most of the decisions seek to bring interference with interstate commerce either under the precise terms of the interstate commerce act or of the antitrust act of 1890, or to treat it as obstructions of the mails, there are several instances in which the courts appear to consider such interference as illegal independent of any specific statute, although usually even in such cases the statutes are also cited as strengthening the position taken.

Thus referring to the strikes growing out of the Pullman dispute in 1894 Judge Taft of the United States circuit court of the southern district of Ohio[1] said:

"But the illegal character of this combination, with Debs at its head and Phelan as an associate does not depend alone on the general law of boycotts. The gigantic character of the conspiracy of the American Railway Union staggers the imagination. The railroads have become as necessary to life and health and comfort of the people of this country as are the arteries of the human body, and yet Debs and Phelan and their associates proposed, by inciting the employees of all the railways in the country to suddenly quit their service without any dissatisfaction with the terms of their own employment, to paralyze utterly all the traffic by which the people live, and in this way to compel Pullman, for whose acts neither the public nor the railway companies are in the slightest degree responsible, and over whose acts they can lawfully exercise no control, to pay more wages to his employees. The merits of the controversy between Pullman and his employees have no bearing whatever on the legality of the combination effected through the American Railway Union. The purpose, shortly stated, was to starve the railroad companies and the public into compelling Pullman to do something which they had no lawful right to compel him to do. Certainly the starvation of a nation can not be a lawful purpose of a combination, and it is utterly immaterial whether the purpose is effected by means usually lawful or otherwise."

The court in this case, however, referred also to the antitrust act of 1890, and concluded by holding Phelan guilty of contempt of court in inciting a strike among the employees of the receiver of the Cincinnati, New Orleans and Texas

[1] In re Phelan, 62 Fed. Rep., 803, 821.

In several cases the courts have held boycotts to be criminal offenses, either under the law of conspiracy or under statute.[1] In other instances the courts have granted damages to persons injured by boycotts, either the persons against whom the original boycott was directed or others who were themselves boycotted in order to compel them to refrain from dealings with the first party.[2]

In quite a number of instances injunctions have been granted to prevent the continuance of a boycott. Granting that the boycott is illegal, the injunction is perhaps a natural remedy in a case of this kind, as the courts have from time to time pointed out, because of the fact that the injury is a continuing one, and because the persons inflicting it are often insolvent and unable to pay pecuniary damages, and are so numerous that a multitude of petty suits would have to be brought to enforce the civil liability.[3]

A few typical cases of boycott which have come before the courts may perhaps be briefly described.

The first case in which the word "boycott" was used in an American legal decision was that of State *v.* Glidden,[4] decided by the supreme court of errors of Connecticut in 1887. The case was based on an information charging conspiracy. The defendants were members of a labor organization of printers, and they attempted to compel a publishing company to discharge certain nonunion men and to employ members of the organization. The means used were a threat of concerted withdrawal of patronage from the company. The defendants were associated with various labor organizations, including, according to the charge of the indictment, fully 1,000 persons, who could, by stopping their patronage and by influencing others to do so, greatly injure the business of the plaintiff. The court declared that this was an unlawful interference with the right of the publishing company to carry on its business in its own way, and at the same time an unlawful infringement upon the rights of nonunion workingmen, whom the boycotters sought to deprive of employment. The court related in its decision the origin of the term of "boycott," in the combination of certain tenants in Ireland to exclude one Captain Boycott from intercourse with his neighbors and to shun him and hold him up to public contempt, while at the same time threatening injury to any person who should pay rent to him.

An almost precisely parallel case to that of State *v.* Glidden was decided by the Federal circuit court in Ohio in 1891: Casey *v.* Cincinnati Typographical Union.[5] Here an injunction was issued to restrain the union from boycotting the publisher of a newspaper because of his refusal to discharge nonunion men and employ only members of the union. The defendants circulated large handbills calling upon all persons to withdraw their patronage from the newspaper, and sent circulars to advertisers requesting them to withdraw their advertisements. While the defendants denied that these circulars directly threatened loss of business to such persons as should continue to patronize the plaintiff, the court declared that the language of the circulars could have no doubtful meaning. "It was an organized conspiracy to force the plaintiff to yield his right to select his own workingmen." One letter is quoted by the court, which was sent to certain agents for the sale of the newspapers and contained the words: "This union will consider it a great favor for you to give up the agency of the Commonwealth. If you do not do so we will have to consider you the enemy of organized labor."

A more recent and more elaborate decision of the Federal courts is that in Hopkins *v.* Oxley Stave Company,[6] decided by the circuit court of appeals in 1897, on appeal from the United States circuit court for the district of Kansas. Some of the appellants, who were the defendants below, were members of a union of coopers, and others were members of the Trades Assembly, a federated labor organization in Kansas City, Kans. The Oxley Stave Company manufactured barrels and casks for packing meats and other commodities. The company had introduced into its plant certain machines for hooping barrels, to which objection was made by the coopers' union. On the refusal of the company to discontinue the use of the machines the coopers' union called to its assistance the Trades

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[1] State *v.* Glidden, 8 Atl. Rep., 890; Baughman's case, 11 Va. Law Journal, 324; People *v.* Wilzig, 4 N. Y. Crim. Rep., 403 (in this case picketing was combined with boycotting); People *v.* Kostka, 4 N. Y. Crim. Rep., 429. See also railway cases referred to below, page 596.

[2] Moores *v.* Bricklayers Union, 23 Weekly Cincinnati Law Bulletin, 48.

[3] Injunctions have been issued and their issue upheld for the reasons given in Hopkins *v.* Oxley Stave Co., 83 Fed. Rep., 912; Casey *v.* Cincinnati Typographical Union, 45 Fed. Rep., 135; Beck *v.* Railway Teamsters' Protective Union (Michigan), 77 N. W. Rep., 13; Brace *v.* Evans (Pennsylvania), 3 Rwy. and Corp. Law Journal, 561; New York Sun case, appellate court of New York County, 1899. An injunction was refused in Oregon, but the boycotting acts in this case were less conspicuous and had apparently been discontinued. Longshore Printing Co. *v.* Howell, 26 Oreg., 527.

[4] 8 Atl. Rep., 890.

[5] 45 Fed. Rep., 135.

[6] 83 Fed. Rep., 912.

Assembly, and a boycott of the product of the plaintiff was inaugurated. The members of the two organizations declared and published that they would refuse to use goods packed in packages, barrels, etc., made by the Oxley Company, and especially gave notice to Swift & Company, large packers, of this intention.

The court declared this boycott unlawful, and asserted that courts generally have condemned boycotts intended to interfere, otherwise than by lawful competition, with the business affairs of others. Employees have a right to abandon service but not dictate to the employer what kind of implements he shall use.

2. Denial of the illegality of boycott.—There are almost no American cases which affirm the legality of boycotts by labor organizations. This may be due to the fact that only the more extreme cases have come before the courts. There are countless minor boycotts, usually merely consisting of the publication of "unfair lists" by trade unions, which have never been brought under judicial cognizance. The following extract from the dissenting opinion of Judge Caldwell, of the United States circuit court, in the Oxley Stave Company case, just described, is, however, noteworthy. After urging that the law of conspiracy applies, if at all, to combinations for accomplishing highly criminal and evil purposes, and insisting that men have the right to do collectively what they may do without wrong individually, Judge Caldwell proceeds:

"A conspiracy is defined to be 'any combination between two or more persons to accomplish an unlawful purpose, or a lawful purpose by unlawful means.' Let the defendants' action be tested by this rule. Their purpose was to drive the plaintiff's barrels out of the market, by giving preference to the barrels produced by their labor, and this purpose was to be accomplished by means of the coopers' and trades' unions everywhere refusing to buy the barrels manufactured by the plaintiff, or any of the commodities packed in them by anyone. Divested of the legal epithets and verbiage, this is precisely what the defendants propose to do and all they propose to do. And it is this the court has enjoined them from doing. They are enjoined from refusing to buy the barrels, and the commodities packed in the same. If the defendants are not allowed to determine for themselves what they will not buy, they ought not to be allowed to determine what they will buy, and the court's guardianship should go a step further, and tell them what to buy. If the court can enjoin the defendants from withdrawing their patronage and support from the plaintiff, and persuading others to do the same, it is not perceived why it can not, by a mandatory injunction, make it obligatory upon the defendants to purchase the plaintiff's barrels and their contents, and persuade others to do the same. The invasion of the natural rights and personal liberty of the defendants would be no greater in the one case than in the other."

To the objection that the action of the members of the union in boycotting the barrels of the plaintiff was without proper motive, since there was no present complaint as to the conditions of labor, Judge Caldwell urges that there certainly was danger that the action of the plaintiff, which the defendant sought to prevent by the boycott, would ultimately endanger their wages, and that moreover it is legitimate and necessary that laborers not directly interested should cooperate with others to strengthen their general cause. "The cause of one laborer is the cause of all laborers. Organized labor must give to each of its members its collective force and influence, else they will fall one by one a sacrifice to the greed of their employers. If labor organizations did not have the right to protect and defend the interests of their members, individually as well as collectively, they would be of no utility and would soon come under abject submission to capital, which grants nothing of fundamental value to wage-earners which it is not coerced to grant by the combined power of the labor organizations or legislation brought about usually through their influence."

The language of this last paragraph would likewise apply to the sympathetic strike, and probably also to refusal to work with nonunion men.

There is another recent case in Oregon,[1] in which an injunction to restrain a boycott was refused. In this case, however, the acts of the boycotters had been extremely moderate and had not been long continued. The court was disposed to admit that there might be a cause of action on account of the injury done, but was unwilling to employ the extraordinary remedy of the injunction on the ground that there was no continuing danger of an irreparable injury.

3. Combination as an element in boycott.—It has already been pointed out that the elements of combination and of malicious intent are held to be fundamentally important in determining the character of the action of persons engaged in strikes and boycotts. In several boycott cases the courts have laid stress upon the dangerous power against the person boycotted which results from the combination

[1] Longshore Printing Co. *v.* Howell, 26 Oreg., 527.

f a large number of persons. Thus, in Barr *v.* Essex Trades Council[1] (New ersey), the court dwells on the power of the great combination of workingmen epresented in the trades council, with their purchasing power of $400,000 weekly. n State *v.* Glidden,[2] the court points out that numbers can accomplish what ne man can not.[3]

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Again in Bohn *v.* Hollis,[5] the supreme court of Minnesota held in most emphatic terms that the element of combination is not significant as a ground for civil damages in connection with the trade boycott.[6]

4. **Malicious motive in boycott.**—In those cases where boycotts have been held illegal stress is frequenly laid by the courts upon the fact that the motive of those engaged in the boycott is malicious; that while there may be some thought of benefiting themselves, the desire to injure the person boycotted is conspicuous and perhaps the primary motive. On this point Stimson says:[7]

"A combination primarily to injure a definite person or class of persons is an unlawful conspiracy, though none of the acts committed in carrying it out are unlawful in themselves; still more, of course, when the acts in themselves are unlawful. The prime question in the law of boycott is that of intent. Was the intent primarily to injure another person, to molest him, or to control him in his lawful rights and liberties; or was it a combination, by doing acts which the persons combining had lawful right to do, primarily to better their own condition by getting the employer to alter his conduct in relation to the persons combining themselves? It may be said in the beginning that, just as simple strikes are nearly always lawful, so boycotts are nearly always unlawful. It is difficult to conceive of a boycott conducted solely by lawful acts, and with the sole object of benefiting the persons actually taking part, for the reason that nearly the only lawful act the persons combining can do which has relation to their employers, solely, is to refuse to work for him. And this falls at once under the head of strike. So, when they peaceably persuade others not to work for him, and establish a reasonable patrol or picket about his place of employment in so doing, this falls under the technical head of picketing, which is one of the usual adjuncts of a strike. But boycotts, or unlawful conspiracies, commonly entitle persons actually injured to damages; they may be restrained by injunction, and they subject the members thereof to criminal liability, whether any act be done or any injury actually result to the public or not."

In the case of Barr *v.* Essex Trades Council[8] the action of the boycotters was held to be malicious injury, the element of malice making wrongful acts which would not have been wrongful if done without malice. Malice, continued the court, need not be spite against the person boycotted, but the desire "to injure him in his business in order to force him not to do what he had a perfect right to do."

So, too, in the case of Hopkins *v.* Oxley Stave Company[9] the United States circuit court of appeals dwelt upon the fact "that the conduct of which the defendants below were accused can not be justified on the ground that the acts contemplated were legitimate and lawful means to prevent a possible future decline in wages, and to secure employment for a greater number of coopers. No decrease in the rate of wages had been threatened by the Oxley Stave Company, and, with one exception, the members of the combination were not in the employ of the plaintiff company."

In the Toledo and Ann Arbor case,[10] described below (pp. 595, 601), the court held that the employees of other railroads who refused to haul cars from the Ann Arbor Railroad, not having themselves any grounds for complaint against their own

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[2] 8 Atl. Rep., 890, 895.
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[4] Delz *v.* Winfree, 16 S. W. Rep., 111.
[5] 55 N. W. Rep., 1119.
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[7] Handbook to the Labor Law, p. 223.
[8] 30 Atl. Rep., 881, 887.
[9] 83 Fed. Rep., 912, 921.
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[illegible] that the fact that the defendants [illegible] did not divest their action [illegible] say the conspiracy was for a law[illegible] fix and advance their rate of wages * * * [illegible] permitted to advance their material interests [illegible] * * * In such a case the [illegible] as the destruction of the business. [illegible] and that end, in itself considered [illegible] criminality."

[illegible] in any particular case of boycott [illegible] and especially whether it is paramount [illegible] own condition. In several cases [illegible] by one group of manufacturers [illegible] the courts have held that [illegible] the combination was to benefit [illegible] considered malicious.[1] Thus [illegible] "The mere fact that the [illegible] plaintiff's loss of gains and [illegible] actionable. That depends [illegible] unlawful." The court in this case [illegible] which result in injury to third [illegible] might be done with malicious [illegible] unlawful. The court referred to several high [illegible]

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[illegible] cases of trade boycotts have [illegible] of another person [illegible] considered as rendering [illegible] by supreme court [illegible] Hollis. In Olive v. Van [illegible] the previous decision of the [illegible] precisely similar to that of [illegible] in the case before us, that [illegible] that defendants had mali[illegible] their injury. It can not be [illegible] from selling to consumers [illegible] was serving a legitimate purpose [illegible]

[illegible] which enters into the court [illegible] of employers to carry on [illegible] of coercion. It is held [illegible] right of property and [illegible] court specifically says: "A [illegible] of the bill of rights of the [illegible] possessing, and protecting [illegible] which all men have. * * * [illegible] the advertising in [Mr. [illegible] And in the Oxley Stave [illegible] to carry on his business [illegible] manufacture as he desires [illegible] in a lawful manner. [illegible] rights; and the law [illegible] combinations to rob him [illegible] customers and destroying his

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[illegible] McGregor, 23 Q. B. Div., 59[illegible]

As to the nature of the coercion involved in the boycott[1] the court says: "But, in in criminal law, I do not understand that intimidation, even when a statutory ingredient of crime, necessarily presupposes personal injury or the fear thereof. The clear weight of authority undoubtedly is that a man may be intimidated into doing, or refraining from doing, by fear of loss of business, property, reputation, as well as by dread of loss of life, or injury to health or limb; and the extent of this fear need not be abject, but only such as to overcome his judgment, or induce him not to do or to do that which otherwise he would have done have left undone."

Again, in the leading English case of Regina *v.* Druitt[2] Lord Bramwell said: "No right of property or capital, about which there had been so much declaration, was so sacred or so carefully guarded by the law of this land as that of personal liberty. * * * But that liberty was not liberty of the body only. It was also a liberty of the mind and will; and the liberty of a man's mind and will, to say how he should bestow himself and his means, his talents, and his industry, was as much a subject of the law's protection as was that of his body. Generally speaking, the way in which people had endeavored to control the operation of the minds of men was by putting restraints on their bodies, and therefore we had not so many instances in which the liberty of the mind was vindicated as was that of the body. Still, if any set of men agree among themselves to coerce that liberty of mind and thought by compulsion and restraint, they would be guilty of a criminal offense, namely, that of conspiring against the liberty of mind and freedom of will of those towards whom they so conducted themselves. He was referring to coercion or compulsion—something that was unpleasant and annoying to the mind operated upon; and he laid it down as clear and undoubted law that if two or more persons agreed that they would by such means cooperate together against that liberty they would be guilty of an indictable offense. The public had an interest in the way in which a man disposed of his industry and his capital; and if two or more persons conspired by threats, intimidation, or molestation to deter or influence him in the way in which he should employ his industry, his talents, or his capital, they would be guilty of a criminal offense. That was the common law of the land."

It should be observed, however, that some authorities hold that action of the sort involved in the ordinary boycott does not constitute coercion or intimidation in the legal sense. On this point Cooke says, in his work on the Law of Labor Combinations:[3]

"As an act producing a reasonable fear of *unlawful* injury is itself unlawful, so there is nothing necessarily unlawful in an act producing a fear of *lawful* injury. * * * But, clear as is the distinction when thus stated and illustrated, the appreciation of it has been much obscured by the ambiguity of the word 'threat,' as used in statutes, pleadings and judicial decisions. Clearly the word applies to an announcement of an intention to do an unlawful injury. Whether it shall be regarded as also applying to an announcement of an intention to do a lawful injury is a mere question of the use of language. But the important point to notice is, that an announcement of an intention to do a lawful act is not made unlawful merely by calling it a 'threat.' * * * The rule, with this special application, thus becomes: *Though by way of incident to a strike or boycott, it is not unlawful to announce one's intention (or threaten) to do a lawful act, though such announcement of intention (or threat) produce injury or a fear of injury.*"

So, too, in the great English case of Allen *v.* Flood,[4] where the question at issue was the right of employees to threaten to quit employment unless a certain person were discharged, the court held that such a threat could not be considered illegal coercion. While the circumstances here are different, the general principle laid down in the language of the court would seem applicable equally in regard to the boycott.

6. Rights of third parties.—Still a further point involved in certain boycott cases is as to the right of third parties who are threatened with a withdrawal of patronage from them or with some other injury in case they continue to have dealings with the person against whom the main boycott is directed. The most conspicuous case involving this question is that of Moores *v.* Bricklayers' Union.[5] In this case a union boycotted a certain boss bricklayer and notified all material men that anyone selling material to him would also be boycotted. The plaintiffs continued to sell lime to the bricklayer and the union notified the plaintiffs' customers that none of its members would do work with materials furnished by the plaintiffs. The court laid stress on the fact that the dealings between the boycotted

[1] 30 Atl. Rep., 890.
[2] 10 Cox C. C., 592, 600.
[3] Sec. 15.
[4] L. R., 1898, 2 A. C., 1. See fuller account of this case above, p. 575.
[5] 23 Weekly Law Bulletin, 48.

bricklayer and the material men, or between the material men and their customers, "had not the remotest natural connection either with defendants' wages or their other terms of employment. There was no competition or possible contractual relation between plaintiffs and defendants where their interests were naturally opposed. * * * The immediate motive of defendants here was to show to the building world that punishment and disaster necessarily follow the defiance of their demands. The remote motive of wishing to better their condition by the power so acquired will not, as we think we have shown, make any legal justification for defendants' acts."[1]

7. **Boycott in railway cases.**—Several of the important recent railway labor cases have involved a form of the boycott. Railway boycotts are peculiar in that the element of persuading the general public to refuse to patronize the person boycotted, which is usually the most effective feature of the boycott, is not the chief one. The boycott is primarily a refusal to handle cars, which has a much more serious effect upon the person or company boycotted than could ever arise simply from the concerted refusal of a group of workingmen to buy the products of the ordinary employer. By refusing to handle cars the owner of the cars is deprived altogether of their use; even if the public desires to patronize him it can not do so, because the cars can not be hauled. Furthermore, certain classes of cars, especially Pullman cars, are hauled by the railways under contract, and the refusal of employees to handle them results in the violation of the contract. Most important, however, in the legal decisions concerning railway boycotts is the thought that such boycotts are an interference with interstate commerce and a violation of the specific provisions of United States laws on that subject. For this reason the fuller consideration of the cases of railway boycotts is deferred to another section.

8. **Trade boycotts.**—A number of cases have come before the courts involving boycotts by one group of producers or traders against another person or group of persons. Precisely the same principles seem to be involved in what may be called the trade boycott as in the boycott by labor organizations. In the trade boycott there is often, however, the additional element of combination in restraint of trade, the persons engaging in the boycott seeking by means of it to secure a monopoly. Without going into the general consideration of the methods of enforcing monopolies, it may be pointed out that in several cases the highest courts have refused to condemn the trade boycott, although in other cases they have placed their ban upon it. There seems to be no reconciliation of the conflicting decisions.

The leading case of Bohn Manufacturing Co. *v.* Hollis was decided by the supreme court of Minnesota in 1893,[2] and held the trade boycott to be legal. In this case the defendants were an association of retail lumber dealers in several of the Northwestern States. The object of the association was to protect its members against sales by wholesale dealers to contractors directly and to compel them to sell only to retail dealers. By rule of the organization the plaintiff, having sold goods to a contractor directly, was fined 10 per cent on the amount of the sale. On refusing to pay the fine notices were sent to all members of the association that the plaintiff had refused to comply with the rules and that he should not be patronized. He applied for an injunction to prevent the circulation of these notices, which was refused by the supreme court. The court said:

"It is perfectly lawful for any man * * * to refuse to work for or to deal with any man or class of men, as he sees fit. * * * The right which one man may exercise singly, many, after consultation, may agree to exercise jointly, and make simultaneous declaration of their choice. * * * Summed up, and stripped of all extraneous matter, this is all defendants have done or threatened to do, and we fail to see anything unlawful or actionable in it." The court held that retail lumber yards in the various localities are a public necessity, and that when manufacturers or wholesale dealers sell at retail directly to consumers they injuriously demoralize the retail trade, so that associations of the character described are a legitimate defense.

A somewhat similar case was that of the Dueber Watch Case Manufacturing Co. *v.* Howard Watch Co.,[3] decided by the Federal courts. The defendants had agreed among themselves to maintain a fixed price for their goods and to refuse to sell to any person who should buy the goods of the plaintiff. The court held that there was no allegation that the defendants were seeking to absorb the

[1] Another case somewhat similar to this one was decided by the Virginia courts in 1886 (Baughman's case, 11 Va. Law Journal, 324. See also opinion in Thomas *v.* Cincinnati, N. O. and T. P. Rwy. Co., quoted below, p. 600.

[2] 55 N. W. Rep., 1119, 1121, 1122. See for further points in the opinion on this case, pp. 555, 587.

[3] 55 Fed. Rep., 851, 854; 66 Fed. Rep., 637.

a large number of persons. Thus, in Barr *v.* Essex Trades Council[1] (New Jersey), the court dwells on the power of the great combination of workingmen represented in the trades council, with their purchasing power of $400,000 weekly. In State *v.* Glidden,[2] the court points out that numbers can accomplish what one man can not.[3]

On the other hand, as above shown, the courts in certain instances have held that combination itself is not an element to be considered in a civil action for damages, declaring that the action must be based upon actual injuries which, aside from the combination, would have been actionable. On this point the court of civil appeals of Texas said, in a case of trade (not labor) boycott:[4] "A conspiracy (at common law) can not be made the subject of a civil action, although damages result, unless something is done which, without the conspiracy, would give a right of action. In other words, an act which, if done by one alone, constitutes no ground of action, can not be made the ground of such action by alleging it to have been done by and through a conspiracy of several. The true test as to whether such action will lie is whether or not the act accomplished after the conspiracy has been formed is itself actionable."

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[9] 83 Fed. Rep., 912, 921.
[10] 54 Fed. Rep., 730, 738.

States are Maine, Illinois, Kansas, Wisconsin, and Colorado. Such statutes, while differing in detail, agree in declaring unlawful combinations and conspiracies with the criminal intent to injure the person, character, business, or property of another. Illinois specifically refers to the ordinary methods of boycotting, such as the distribution of circulars, posting or printing of notices, etc.

CHAPTER VIII.

RAILWAY STRIKES AND BOYCOTTS.

During the past decade there have been numerous important decisions by the Federal courts regarding strikes and other labor difficulties upon interstate railroads. The greater number of these cases centered around the great Chicago strike of 1894, but both before and since that time other labor difficulties have been made the subject of decision by the United States courts. The special conditions under which these strikes and disputes have arisen, and the provisions of law applicable to them under the statutes of the United States, serve to distinguish certain principles underlying the court decisions in these cases which are not usually found in connection with the decisions as to other classes of labor disputes. After analyzing these principles we may consider the specific acts as to which adjudication has been made.

A. GENERAL PRINCIPLES LAID DOWN BY COURTS.

1. Interference with interstate commerce generally.—The most deeply underlying thought of the Federal courts in cases involving labor disputes on interstate commerce railroads is, apparently, that the protection of interstate commerce is the peculiar care of the Federal Government, and that obstruction of that commerce is an offense punishable as a crime and also subject to restraint by injunction. Reference is frequently made to the immense importance of uninterrupted traffic over interstate transportation lines to the welfare of all classes of citizens. It is pointed out that active interference with such commerce results in the most serious public injury and may threaten the very lives of large numbers of citizens. Although most of the decisions seek to bring interference with interstate commerce either under the precise terms of the interstate commerce act or of the antitrust act of 1890, or to treat it as obstructions of the mails, there are several instances in which the courts appear to consider such interference as illegal independent of any specific statute, although usually even in such cases the statutes are also cited as strengthening the position taken.

Thus referring to the strikes growing out of the Pullman dispute in 1894 Judge Taft of the United States circuit court of the southern district of Ohio[1] said:

"But the illegal character of this combination, with Debs at its head and Phelan as an associate does not depend alone on the general law of boycotts. The gigantic character of the conspiracy of the American Railway Union staggers the imagination. The railroads have become as necessary to life and health and comfort of the people of this country as are the arteries of the human body, and yet Debs and Phelan and their associates proposed, by inciting the employees of all the railways in the country to suddenly quit their service without any dissatisfaction with the terms of their own employment, to paralyze utterly all the traffic by which the people live, and in this way to compel Pullman, for whose acts neither the public nor the railway companies are in the slightest degree responsible, and over whose acts they can lawfully exercise no control, to pay more wages to his employees. The merits of the controversy between Pullman and his employees have no bearing whatever on the legality of the combination effected through the American Railway Union. The purpose, shortly stated, was to starve the railroad companies and the public into compelling Pullman to do something which they had no lawful right to compel him to do. Certainly the starvation of a nation can not be a lawful purpose of a combination, and it is utterly immaterial whether the purpose is effected by means usually lawful or otherwise."

The court in this case, however, referred also to the antitrust act of 1890, and concluded by holding Phelan guilty of contempt of court in inciting a strike among the employees of the receiver of the Cincinnati, New Orleans and Texas

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[1] In re Phelan, 62 Fed. Rep., 803, 821.

cific Railway Company. The element of boycott and the absence of the direct ›tive on the part of the strikers to benefit their own condition were especially ısidered by the court in reaching this decision.

In our study of the legality of strikes we have always referred to the Northern ıcific Railway strike of 1894, and the cases growing out of it. It will be remem-red that Judge Jenkins, in the case of Farmers' Loan and Trust Company *v.* ›rthern Pacific Railroad Company,[1] issued an injunction prohibiting the ıployees of that company from quitting employment with a purpose of crip-ing its property or hindering its operation, and also from combining and conspir-g to quit for those purposes. When upholding this order, the judge referred to ıe paralyzing effect of the stoppage of the commerce of the vast railroad. Many portions of States would have been shut off in the midst of winter from ıecessary supply of clothing, food, and fuel, the mails of the United States would ave been stopped, and the general business of seven States, and the commerce f the whole country passing over this railway would have been suspended for an ıdefinite time."

The case of the Toledo, Ann Arbor and North Michigan Railway Company *v.* 'he Pennsylvania and other railroads,[2] which was decided in the circuit court of)hio in 1893, was quite analogous in some ways to the Phelan case. While the ourt especially dwelt on the thought that the refusal of engineers on the Lake ;hore Railroad to haul cars coming from the Ann Arbor road was a violation of he interstate commerce act, which prohibits discrimination against traffic ›rought from other railroads, stress was also laid on the idea of the serious ffect of concerted cessation of work upon a great line of interstate commerce. 'The suspension of work on the line of such a vast railroad, by the arbitrary action of the body of its engineers and firemen, would paralyze the business of the entire country, entailing losses, and bringing disaster to thousands of unoffend-ing citizens. * * * All these evil results would follow to the public because of the arbitrary action of a few hundred men, who, without any grievance of their own, without any dispute with their own employer as to wages or hours of serv-ice, as appears from the evidence in this case, quit their employment to aid men, it may be, on some road of minor importance, who have a difference with their employer. * * * It is not necessary, for the purposes of this case, to undertake to define with greater certainty the exact relief which such cases may properly invoke."

In this last, as in practically all of the cases which we have considered, there are found some special circumstances, such as the element of boycott, the presence or alleged presence of intimidation and actual physical obstruction to commerce, or interference with the mails. It is consequently difficult to know how far such expressions as those above quoted are merely used to strengthen the position taken by the courts in condemnation of acts having these special characteristics. It is perhaps doubtful whether in the absence of any of these aggravating circumstances the courts would consider mere interference with interstate commerce by refusal to work or by quitting employment as illegal. The point of such expressions as those quoted seems to be chiefly to show that certain acts of strikers in connection with interstate commerce have a more serious effect than similar acts in other occupations, although even in such other occupations they would be usually held illegal.

2. Interference in violation of antitrust act of 1890.—The first section of the antitrust act of 1890 is as follows: "Every contract, combination in the form of trust or otherwise, or conspiracy in restraint of trade or commerce among the several States, or with foreign nations, is hereby declared to be illegal. Every person who shall make any such contract or engage in any such combination or conspiracy shall be deemed guilty of a misdemeanor and on conviction thereof shall be punished by fine not exceeding $5,000, or by imprisonment not exceeding one year, or by both said punishments, in the discretion of the court." A further provision of this same act authorizes the issue of injunction by the Federal courts to restrain and prevent such contracts or combinations.

This act has been several times invoked by the courts against combinations of workingmen employed in connection with railroads, and it was perhaps the main reliance in the issue of injunctions and the punishment of strikers in connection with the railway strikes of 1894. Several admit that the primary purpose of the act of 1894 was to prevent combinations of capital, but they go further and declare that in the mind of Congress there was probably some thought of applying it also to combinations of workingmen, and that in any case, in the absence of any pro-

[1] 60 Feb. Rep., 803, 813.

[2] 54 Fed. Rep., 746, 753.

vision to the contrary, the courts are entitled to make a broad interpretation and to apply the law to any combination interfering with interstate commerce. The argument in defense of this extension of the application of the antitrust act is most fully stated by the United States circuit court in the Debs case:[1]

"It is perhaps apparent that the original measure, as proposed in the Senate, was directed wholly against trusts, and not at organizations of labor in any form. But it also appears that before the bill left the Senate its title had been changed and material additions made to the text; and it is worthy of note that a proviso to the effect that the act should not be construed to apply to any arrangements, agreements, or combinations made between laborers * * * was not adopted. * * * But it is more significant that, upon the introduction of the bill into the House, the chairman of the Judiciary Committee, as reported in the Congressional Record (vol. 21, pt. 5, p. 4089), made the following statement:

> Now, just what contracts, what combinations in the form of trusts, or what conspiracies will be restraint of trade or commerce, mentioned in the bill, will not be known until the courts have construed and interpreted this provision.

It is therefore the privilege and duty of the court, uncontrolled by considerations drawn from other sources, to find the meaning of the statute in the terms of its provisions, interpreted by the settled rules of construction."

In another case a judge of a Federal court speaks as if the intention of Congress to apply this act to combinations of workingmen was very distinct:[2]

"The growth of railways in this country, and the combinations of laborers employed on those roads for the purpose of enforcing, by strikes or otherwise, what they conceived to be their just rights, had led to a condition of things that, in the judgment of Congress, made it imperative that the courts of the United States * * * should be clothed with the power of laying their strong hands on these men. * * * With that view of national duty, on July 2, 1890, Congress enacted a law that enlarged the jurisdiction of the Federal courts, and authorized them to apply the restraining power of the law" for the purpose of checking lawless interference with the mails and with railroad business.

The inability of the court in the Debs case to show from the debates in Congress anything more than an unwillingness specifically to exempt labor organizations from the application of the antitrust law makes it very doubtful whether such a strong statement as that just quoted regarding the intention of Congress is in accordance with the facts. Nevertheless, in several other cases the courts have specifically applied the act of 1890 to labor organizations.[3]

It should be noticed, further, that the statutory law of conspiracy is frequently invoked by the Federal courts in connection with their expressions as to the illegality of interference with interstate commerce. The element of combination under the common law, as we have seen, is treated as giving a different character to acts from that which they would possess as acts of individuals. The common-law principle is stated in the following provision of the Revised Statutes of the United States (sec. 5440): "If two or more persons conspire either to commit any offense against the United States, or to defraud the United States in any manner or for any purpose, and one or more of such parties do any act to effect the object of the conspiracy, all the parties to such conspiracy shall be liable to a penalty of not less than $1,000 and not more than $10,000, and to imprisonment not more than two years."

In several of the charges made by Federal judges to the grand juries and petit juries in railroad cases, they undertake to analyze the elements of the offense of conspiracy. We have already above quoted several of these utterances in our study of the law of conspiracy, pp. 551, 553.[4]

3. Obstruction of mails.—Another principle underlying the decisions of the Federal courts with reference to strikes on railways is that of the illegality of obstructing the mails. In several of the decisions this matter is referred to, although practically always in conjunction with interference with interstate commerce. The United States statute, with reference to obstructing the mails, provides: "Any person who shall knowingly and willfully obstruct or retard the passage of the mails, or any carriage, horse, driver, or carrier carrying the same, shall, for every such offense, be punished by a fine of not more than $100."[5] Other provi-

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[1] In re Debs, 64 Fed. Rep., 724, 747.

[2] Justice Baker in U. S. v. Agler, 62 Fed. Rep., 824, 825.

[3] U. S. v. Cassidy (Cal.), 67 Fed. Rep., 698; in re Phelan (Ohio), 62 Fed. Rep., 803; U. S. v. Elliott, 62 Fed. Rep., 801.

[4] See the charge of Judge Grosscup to grand jury, 62 Fed. Rep., 828; charge of Judge Ross, 62 Fed. Rep., 834; charge of Judge Morrow, 62 Fed. Rep., 840; in re Phelan, 62 Fed. Rep., 803; United States v. Cassidy, 67 Fed. Rep., 698.

[5] Revised Statutes, sec. 3995.

ons of the law require railways to carry mails in accordance with their arrange-ents with the Government.

In his charge to the grand jury, in the United States district court in California, uly 18, 1894,[1] Judge Morrow referred to this statute, and declared that there ould be no question that the passage of the mails on certain lines of railway had een obstructed, the question for the jury to decide being as to whether the trikers or the railroad company, or both, were responsible.

About the same time Judge Grosscup, in Chicago, gave a charge to the grand ury, in which he referred to the law of conspiracy, and declared that if the jury hould find that a body of men had combined together for the purpose of hinder-ng or obstructing the mails, whether temporarily or permanently by forcible nethods, or by quitting employment and preventing others, by threats, intimida-ion, or violence, from taking their places, it would constitute a criminal onspiracy.[2]

4. Violation of interstate-commerce act of 1887.—In only one case have the specific provisions of the interstate-commerce act been invoked against strikers and combinations of workingmen. This was the case of the Toledo, Ann Arbor and North Michigan Railroad *v.* the Pennsylvania and other railroads, decided by Judges Taft and Ricks in the United States circuit court of the northern district of Ohio in 1893.[3]

In this case the engineers on the Lake Shore and Michigan Southern and other railroads connecting with the Toledo and Ann Arbor Railroad refused to haul cars coming from that road on the ground that there was an authorized strike of the Brotherhood of Locomotive Engineers on the Ann Arbor line. The court referred to the provision of the interstate-commerce act which requires all common carriers to "afford all reasonable, proper, and equal facilities for the interchange of traffic between their respective lines, and for the receiving, forwarding, and delivery of passengers and property to and from their several lines." A further section of the same act, imposing a penalty upon any officer, agent, "or person acting for or employed by such corporation" for omitting to do anything required by the act, was also cited. Judge Taft declared that the law could probably be fairly interpreted to apply directly to locomotive engineers refusing to handle interstate freight, since engineers are "persons employed by" a common carrier. If, however, he added, this section should be interpreted as referring only to managing officers and agents, the acts of the strikers would still be illegal. Anyone successfully aiding, abetting, or procuring an officer or agent to violate the law would be punishable as a principal. Persons combining and conspiring to procure the commitment of a crime by others are subject to the statutory law of conspiracy. The act of withholding labor which might under other circumstances be altogether legal becomes illegal if designed to induce or compel another to commit an unlawful act. The court in this case issued an injunction to restrain the defendant railroad companies and their agents and employees from refusing to haul these cars, and another injunction restraining P. M. Arthur, chief of the Brotherhood of Locomotive Engineers, from issuing an order requiring employees of the defendant companies to refuse to haul such cars. (See further discussion below.)

5. Contempt of receivers.—Still another ground for declaring certain acts of strikers and labor organizations in connection with interstate commerce to be illegal is found in the fact that certain common carriers are in the hands of receivers appointed by and responsible to the courts. Various acts have been punished on the ground that, being directed against the officers of the court, they constituted contempt of court. And the granting of injunctions has at times been specially defended for the protection of railroads in the hands of receivers.

The leading case where this principle is involved is that of Thomas *v.* Cincinnati, New Orleans and Texas Pacific Railway Company, in re Phelan, which grew out of the Pullman strike, and was decided by the United States circuit court of the southern district of Ohio July 13, 1894.[4] Phelan was endeavoring to persuade the employees of the receivers of the above-named railroad to quit work and to prevent others from taking their places. The court, after declaring that the purpose of Phelan and of the combination with which he was connected was illegal on various grounds, held further that the acts of Phelan, as directed against receivers appointed by the court, were in contempt, and he was accordingly imprisoned for 6 months.

In the Northern Pacific Railway case,[5] Judge Jenkins, in issuing an injunction to prohibit the employees of the company from abandoning service in such a way

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[1] 62 Fed. Rep., 840, 844.
[2] In re grand jury, 62 Fed. Rep., 828, 831.
[3] 54 Fed. Rep., 730, 746, 750.
[4] 62 Fed. Rep., 803.
[5] Farmers' Loan and Trust Company *v.* Northern Pacific Railway Company, 60 Fed. Rep., 803.

as to cripple the operation of the railroad by the receivers thereof, declared that an employee deeming himself wronged by the action of the receivers had a peaceful remedy by appeal to the court, which had authority to direct the receivers in their treatment of the employees.

In the case of the United States *v.* Kane[1] the action of strikers in attempting to prevent engineers from running trains by methods which the court held to involve intimidation, was declared contempt of court because the road was in the hands of a receiver.

B. SPECIFIC ACTS AND METHODS OF STRIKERS HELD ILLEGAL BY THE COURTS.

Having thus summarized the general principles underlying the decisions of the courts as to the reasons for holding acts of strikers illegal, it becomes necessary to ascertain, so far as practicable, just what classes of acts are considered by the courts as violating these principles. The question is as to what specific things done by strikers or combinations of workingmen in connection with railroads have been considered as obstructing interstate commerce, obstructing the mails, violating the antitrust act of 1890, etc. In general, it may be said that the acts specially condemned by the courts and which have been most commonly made the subject of injunctions are in the nature of overt and physical interruption of traffic, or interference, by intimidation or violence, with persons in the employ of, or seeking employment from, railroad companies. Less frequently the element of boycott in the action of the strikers, particularly the refusal to haul Pullman cars during the strike of 1894, has been treated as in itself illegal. In a few cases the acts of officers of labor organizations in ordering strikes or promoting interference with interstate commerce have been restrained. Finally, there have been restraining orders and expressions of courts directed against the refusal to perform ordinary duties while remaining in the service of the common carrier. And in one case the quitting of employment itself has been declared illegal, though this was overruled by a higher court.

1. **Physical obstruction, violence, and intimidation.**—There can be no doubt that in many cases during the great railroad strikes of 1894 the strikers employed means for hindering the operation of trains which amounted to physical obstruction. Without undertaking to ascertain what the precise facts were with regard to the actions of the strikers, we may here confine ourselves to a reference to the terms of the indictments brought against them in the various cases and of the injunctions issued by the courts, together with the remarks of the judges on these subjects.

In the Debs case[2] the United States, by its district attorney, under the direction of the Attorney-General, filed a bill of complaint against Debs and others on July 2, 1894, which stated that the defendants, in pursuance of their conspiracy to prevent the running of Pullman cars, had asserted that they would tie up all railways not acceding to their demands; that in pursuance of this intention they had collected in large numbers at the station grounds, yards, and rights of way of various railway companies, and by threats, intimidation, and violence had sought to prevent the railroad companies from employing persons, and to prevent the employees of the railroad companies from performing their duties or to compel them to quit employment. It was also charged that the defendants did by force and violence, stop, obstruct, and wreck engines and trains, by locking switches, removing spikes and rails, displacing and destroying signals, and in other ways. The injunction issued by the Federal court on the basis of this bill commanded the defendants to refrain from "interfering with or stopping the business of" the specified railroads, or from interfering with trains engaged in interstate commerce or carrying the mails, or from interfering with or injuring the property of the railroads or from entering upon their grounds and premises for such purposes. It also enjoined the employees from "compelling or inducing * * * by threats, intimidation, persuasion, force, or violence any of the employees of any of said railroads to refuse or fail to perform any of their duties" or to quit employment. The prevention of any person by threats, force, or violence from entering the service of the railroads or from doing the work thereof was also prohibited. Various specified acts of violence and interference with property were also named in the restraining order.

The indictment in the case of United States *v.* Cassidy[3], which was brought in California, charges very similar acts to those named in the bill and prohibited in

[1] 23 Fed. Rep., 748.
[2] In re Debs, 64 Fed. Rep., 724; 15 Sup. Ct. Rep., 900, 903.
[3] 67 Fed. Rep., 698.

e restraining order in the Debs case. The indictment was for conspiracy to strain trade and interfere with United States mails. The jury disagreed, and hile a majority were for conviction the failure to agree resulted in a discharge ' the jury. The chief methods of obstruction charged by the indictment were s follows: By forcibly taking and keeping possession and control of all yards, epots, tracks, and trains, assembling large crowds of persons in said depots and ards at various points, preventing the movement and passage of said engines, ars, and trains; by threats, intimidation, personal assaults, and other force and iolence, to prevent the employees of said Southern Pacific Company from disharging their duties; by forcibly disconnecting air brakes, by putting out the ires in the engines, by throwing switches, opening drawbridges, by burning and estroying bridges, trestles, and culverts; by loosening and displacing the rails, by greasing the rails, by stopping the trains upon railway crossings and upon witches, and by forcibly refusing to allow such trains to be hauled from such rossings and switches, by compelling the employees of said railroad company to eave their work while in the performance of their duty.

In the earlier case of the Northern Pacific Railway strike,[1] the circuit court of appeals, in modifying the injunction issued by Judge Jenkins, which had practically prohibited the strike altogether, retained in the injunction the prohibition against combining and conspiring to quit the service of the receivers "with the object of crippling the property in their custody or embarrassing the operation" of the railroad. But Justice Harlan, in his opinion, stated that the phrases thus used must be construed as referring only to acts of violence, intimidation, and wrong of the same nature as those previously described in the clauses of the writ, very similar to the clauses used in the Debs injunction, and referring to physical interference, destruction of property, violence, intimidation of those in employment or seeking employment, etc.

A majority of the railroad strike cases have been in connection with acts or alleged acts of such direct and forcible interference with commerce as are referred to in the above cases.

In the case of United States *v.* Kane,[2] Justice Brewer, of the Federal circuit court, held that the action of striking employees in surrounding engines and requesting engineers to get off from them was intended to overawe the engineers and amounted to intimidation. He declared that it was not necessary that there should be actual violence, but that if strikers met in considerable numbers and simply said, "Please get off this engine," the impression might be left on the minds of the engineers and trainmen that personal prudence compelled them to leave. Such intimidation interfered with the operation of the road by the receivers, and was therefore contempt of court.

2. Refusing to perform services while remaining in employment.—The more important question to decide is how far the courts go in holding acts illegal which do not in themselves amount to violence, intimidation, or physical obstruction to the operation of railroads. We find, in this connection, several decisions to the effect that, so long as they remain in employment, railway servants are bound to perform their usual duties, and may not refuse to haul trains or handle particular classes of traffic.

Thus, in the Toledo, Ann Arbor and Northern Michigan case,[3] an injunction was issued prohibiting all employees of the defendant railways from refusing to handle cars from the Ann Arbor road. One of the engineers on the Lake Shore road, Lennon, was charged with contempt in having refused to haul some of these cars. The decision of the court held that so long as the employees of the railroad remained in its service they were bound to obey the injunction order and haul these cars. Moreover, they could not quit employment under circumstances which would endanger life or property, there being an implied contract that they would not do so. Finally, it was held that the action of Lennon in declaring that he had quit employment, in connection with the refusal to haul the cars, was not in good faith, since he, a few hours afterwards, continued the journey.

A much clearer and more far-reaching statement of this idea was made by Judge Ross in the circuit court of California in 1894.[4] This was bill for an injunction to prevent the employees of this railroad from refusing to receive and handle Pullman cars while remaining in the service of the company. The injunction was granted, the court saying: "Why should not men who remain in the employment of another perform the duties they contract and engage to perform? It is certainly just and right that they should do so, or else quit the employment."

[1] 60 Fed. Rep., 803, 812; 63 Fed. Rep., 810, 817, 821.
[2] 23 Fed. Rep., 748.
[3] 54 Fed. Rep., 746.
[4] Southern California Railroad Company *v.* Rutherford, 62 Fed. Rep., 796, 797.

3. Illegality of quitting employment under certain circumstances.—There has been some disposition on the part of certain judges to go even further than to hold refusal to perform services while remaining in employment illegal. Even the quitting of employment by railroad employees under certain circumstances has been placed under the ban of the law. The general trend of opinion, however, appears to be strongly against this extension of the principle.

The most extreme statement regarding the illegality of strikes was made by Judge Jenkins in the Northern Pacific Railroad case.[1] This case has already been referred to under the general head of strikes (p. 563). It will be remembered that an injunction was issued to restrain the employees of the Northern Pacific Company from combining and conspiring to quit the service of the receivers, or "from so quitting the service of the said receivers, with or without notice, as to cripple the property, or to prevent or hinder the operation of said railroad." In defense of this injunction the judge said: "In the interest of the public [the railway] must be kept a going concern. * * * And so, also, employees, in entering the service, assume obligations coextensive in kind with that of the corporation." While the judge admitted the right of workingmen to quit employment for a lawful purpose, he declared that in this and in practically all strikes the quitting of employment was only a pretext and not actual, the intent being to cripple the employer so that he would be forced to reemploy the strikers at their own terms.

This extreme action of Judge Jenkins was modified materially by the circuit court of appeals in the case of Arthur *v.* Oakes.[2] Judge Harlan, in delivering the opinion, declared that the injunction could not be used to enforce personal service. The injunction was so modified as to apply only to combination and conspiracy intended to cripple the property, and the judge declared that this referred only to active obstruction, such as the displacement of engines, cars, etc., and the use of force and intimidation to prevent the persons from performing their duties as employees or from entering the service of the railroad.

Another statement, fully as extreme as that of Judge Jenkins, was made by Judge Jackson in the case of the United States *v.* Thomas.[3] Here the transportation of the mails had been checked by a strike, and while there were circumstances of direct interference with the passage of trains, intimidation, etc., the address to the jury contained observations intended for the strikers, which would seem to imply that the act of striking itself was considered not only reprehensible but illegal. The judge said:

"You have no right to go into a strike, and undertake to stop the transportation of the mails of the United States, * * * or undertake to stop the business which is carried on on the great highways of the country. * * * If all this is done, then you step upon a right which you have no right to interfere with. * * * Rely not upon combinations and strikes to protect your interests. They are disastrous, stopping your mills and stopping the enterprises and business of the community which furnish the wage-earner the means to support his home. * * * If you take this thing up, and look at it, and ponder over it, and see the result that must necessarily follow such a course of action, and the train of circumstances that must necessarily accompany it, you would refuse to enter into these combinations and strikes."

Another extreme expression as to the illegality of strikes, based on the antitrust act of 1890, was made, in the way of obiter dictum, by a Federal judge in the case of Waterhouse *v.* Comer:[4] "Now it is true that in any conceivable strike upon the transportation lines of this country, whether main lines or branch roads, there will be interference with and restraint of interstate or foreign commerce. This will be true also of strikes upon telegraph lines, for the exchange of telegraphic messages between people of different States in interstate commerce. In the presence of these statutes, which we have recited, and in view of the intimate interchange of commodities between people of several States of the Union, it will be practically impossible hereafter for a body of men to combine to hinder and delay the work of the transportation company without becoming amenable to the provisions of these statutes. And a combination or agreement of railroad officials or other representative of capital, with the same effect, will be equally under the ban of the penal statutes. It follows, therefore, that a strike, or 'boycott,' as it is properly called, if it was ever effective, can be so no longer. Organized labor, when injustice has been done or threatened to its membership, will find its useful and valuable mission in presenting to the courts of the country a strong and resolute protest and a petition for redress against unlawful trusts and combinations which would do unlawful wrong to it. Its membership need not doubt that their

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[1] 60 Fed. Rep., 803, 813.
[2] 63 Fed. Rep., 310, 318.
[3] 55 Fed. Rep., 380, 381.
[4] 55 Fed. Rep., 149, 157.

unsel will be heard, nor that speedy and exact justice will be administered nerever the courts have jurisdiction. It will follow, therefore, that in all such ntroversies it will be competent, as we have done in this case, for the courts to pre- rve the rights of the operatives, to spare them hardship, and at the same time to are to the public the unmerited hardship which it has suffered from such conflicts the past. It will be also found that by such methods organized labor will be ared much of the antagonism it now encounters, and in its appeal to the courts will have the sympathy of thousands, where, in its strikes, it has their opposi- on and resentment."

Again in the Toledo and Ann Arbor case,[1] it was held that a combination to ithhold service from a railroad company for the purpose of compelling it not to andle cars coming from other roads was illegal, being a conspiracy to compel the ommitment of a crime. The court declared that the right to quit service was ot an absolute one and could not be used to compel others to commit an unlaw- ul act: "But it is said that it can not be unlawful for an employee either to hreaten to quit or actually to quit the service when not in violation of his contract, ecause a man has the inalienable right to bestow his labor where he will, and to vithhold his labor as he will. Generally speaking, this is true, but not absolutely. f he uses the benefit which his labor is or will be to another, by threatening to vithhold it or agreeing to bestow it, or by actually withholding it or bestowing it, or the purpose of inducing, procuring, or compelling that other to commit an unlawful or criminal act, the withholding or bestowing of his labor for such a purpose is itself an unlawful and criminal act."

The element of boycott in this case was, of course, of special significance. We have seen that the courts have often held a strike or threat to strike for the purpose of preventing another from obtaining employment to be illegal, and the circumstances here are closely analogous.

4. Aiding and abetting strikes to the obstruction of commerce.—Several of the injunctions issued in connection with the railroad strikes have contained special prohibitions, directed to the officers and leaders of the strikers, to restrain them from promoting or inciting acts in obstruction of interstate commerce or of the transmission of the mails. Thus the injunction issued in the Debs case on July 2, 1894, which was made the basis for the imprisonment of Debs and others later on, not only prohibited intimidation of those remaining in employment, but even forbade "inducing" them to do so by "persuasion." The injunction also contained the following language among its prohibitions:

"From doing any act whatever in furtherance of any conspiracy or combination to restrain either of said railroad companies or receivers in the free and unhindered control and handling of interstate commerce over the lines of said railroads, * * * and from ordering, directing, aiding, assisting, or abetting in any manner whatever any person or persons to commit any or either of the acts aforesaid."

This last prohibition is not very definite. Taking the language literally, it can be construed to prohibit only the direct encouragement of the strictly prohibited acts enumerated in the injunction, acts in the nature of violence, intimidation, etc., or to prohibit acts in furtherance of a conspiracy to restrain commerce, words which would leave it necessary for the courts subsequently to determine whether such a conspiracy existed and whether leaders of the strikers had encouraged it. As a matter of fact the Federal court did so interpret the acts of Debs and his associates as to bring them under the provisions of this injunction.[2] The court admitted in its decision that the leaders had doubtless meant sincerely their warnings against acts of depredation or visible destruction of property, but declared that the strikers did not understand that their leaders desired to forbid intimidation or less conspicuous forms of violence. Moreover no active effort was made by the leaders to preserve peace or to protect property. The chief purpose of the railroad strike itself was further declared illegal, and the leaders were consequently considered to have violated that part of the injunction which prohibited the furtherance of a conspiracy in restraint of commerce.

A much more specific prohibition upon the acts of the leaders of the railway strike was made by the injunction order of Chief Justice Fuller in the circuit court for the district of Indiana on July 8, 1894.[3] In addition to various other prohibitions addressed to the strikers and their leaders, "and to all other persons whomsoever," the order contained the following language:

"And Eugene V. Debs and all other persons are hereby enjoined and restrained from sending out any letters, messages, or communications directing, inciting, encouraging, or instructing any persons whatsoever to interfere with the busi-

[1] 54 Fed. Rep., 730, 737.
[2] In re Debs 64 Fed. Rep., 724, 727.
[3] See report of United States Strike Commission, p. 188.

ness or affairs, directly or indirectly, of any of the railway companies here above named, or from persuading any of the employees of said railway companies while in the employment of their respective companies to fail or refuse to perform the duties of their employment."

No case was ever brought for contempt under this order, but apparently it has the sanction of the highest authority of the Federal courts. If the words "interfere with the business or affairs, directly or indirectly," be taken literally the most ordinary acts of the officers of labor organizations and the leaders of strikes are prohibited, since they could scarcely give any directions to their followers which would not involve a certain degree of such interference. This was done, to be sure, in connection with the strike which the court declared was itself an illegal conspiracy.

We have referred in another connection to the restraining order in the Northern Pacific Railway case, which prohibited the officers of the railway organizations and their leaders from ordering a strike.[1] It was also noticed that the decision of the circuit court of appeals modifying the original injunction in this case did not make clear whether the provision directed against these officers was allowed to stand or otherwise.

We have also observed that in the Toledo and Ann Arbor case Chief Arthur of the Brotherhood of Locomotive Engineers, was specifically restrained by an injunction from issuing or continuing any order which should require the engineers to refuse to handle cars coming from or going to Ann Arbor road. This was interpreted as prohibiting him from ordering a strike on account of the hauling of such cars.

5. Railway boycotts.—In nearly all of the cases in connection with the American Railway Union strike of 1894, the courts adverted to the element of boycott in the attempt to prevent the railways from hauling Pullman cars, and this element was generally treated as being either the chief source of the illegal character of the strike, or as being an important factor in it.

Thus, the opinion of the circuit court in the Debs case[2] appears to imply that the boycott of the Pullman cars was an illegal thing in itself regardless of the means used to carry it out. After quoting the order issued by Debs, as president of the American Railway Union, which stated that a boycott against the Pullman Company had been declared by the union, the courts goes on to say: "Pullman cars in use upon the roads are instrumentalities of commerce, and it follows that from the time of this announcement, if not from the adoption of the resolution by the convention, the American Railway Union was committed to a conspiracy in restraint of interstate commerce," and that the members were therefore criminally liable for the acts of one another. Whether the court would have treated the boycott as being illegal, independently of its interference with interstate commerce, is uncertain.

More clear is the statement of the boycott feature in the case of Phelan[3] decided by the circuit court of the southern district of Ohio on July 13, 1894. Phelan was found guilty of contempt for trying to induce the employees of a road which was in the hands of a receiver, to quit work for the purpose of compelling the road to refuse to haul Pullman cars. The court explained in detail the purpose and method of the American Railway Union in boycotting the cars of the Pullman company by inciting the employees of railroads generally to tie up the roads in order that they might refuse to carry Pullman cars. These acts were declared to be without excuse and therefore malicious. The court said that, while employees have the right to strike to benefit themselves, and while leaders have the right to incite them to do so, a strike for the purpose of injuring a third party is without justification. The American Railway Union "proposed to inflict pecuniary injury on Pullman by compelling the railway companies to give up using his cars. * * * But the combination was unlawful without respect to the contract feature. It was a boycott. The employees of the railway companies had no grievance against their employers. Handling and hauling Pullman cars did not render their services any more burdensome. They had no complaint against the use of Pullman cars as cars. They came into no natural relation with Pullman in handling the cars. * * * Simply to injure him in his business, they were incited and encouraged to compel the railway companies to withdraw custom from him by threats of quitting their service, and actually quitting their service. This inflicted an injury on the companies that was very great, and it was unlawful, because it was without lawful excuse. All the employees had the right to quit their employment, but they had no right to combine to quit in order thereby to compel their employer to withdraw from a mutually profitable relation with a third person for

[1] See above, p. 568. [2] 64 Fed. Rep., 724, 763. [3] In re Phelan, 62 Fed. Rep., 803, 808.

e purpose of injuring that third person, when the relation thus sought to be oken had no effect whatever on the character or reward of their service. It is e motive for quitting, and the end sought thereby, that make the injury inflicted ılawful, and the combination by which it is effected an unlawful conspiracy." The element of boycott was also alluded to by Judge Taft in the decision of the oledo and Ann Arbor case.[1] Here again the court does not make clear whether ıe boycott would have been considered unlawful in itself, aside from the fact ıat it was designed to influence railway companies to refuse to handle cars com-ıg from another road, in violation of the interstate commerce act. The language f the court with reference to the illegality of the boycott is as follows:

"Herein is found the difference between the act of the employees of the com-lainant company in combining to withhold the benefit of their labor from it and he act of the employees of the defendant companies in combining to withhold heir labor from them; that is, the difference between the strike and the boycott. The one combination, so far as its character is shown in the evidence, was lawful, ecause it was for the lawful purpose of selling the labor of those engaged in it or the highest price obtainable, and on the best terms. The probable inconven-ence or loss which its employees might impose on the complainant company by withholding their labor would, under ordinary circumstances, be a legitimate neans available to them for inducing a compliance with their demands. But the mployees of defendant companies are not dissatisfied with the terms of their mployment. So far as appears, those terms work a mutual benefit to employer nd employed. What the employees threaten to do is to deprive the defendant ompanies of the benefit thus accruing from their labor, in order to induce, procure, and compel the companies and their managing officers to consent to do a criminal and unlawful injury to the complainant. Neither law nor morals can give a man the right to labor or withhold his labor for such a purpose."

C. LEGISLATION AS TO STRIKES ON RAILWAYS.[2]

In Maine, Pennsylvania, Illinois, New Jersey, Kansas, Delaware, and Mississippi there are special statutory provisions regarding strikes on railways, the purpose being to prevent such sudden abandonment of employment as shall endanger life or seriously obstruct the actual physical use of the railroad. In several of these States the provision is, essentially, that no locomotive engineer (or, in a smaller number of States, conductor or other trainman) shall abandon a locomotive or train at any other place than at the regularly scheduled end of the route. Other provisions in these States prohibit combinations or conspiracies for the purpose of physical interference with the operation of railroads, whether by destroying property, obstructing the track, disabling rolling stock, or intimidating the employees.[3]

Several other States have special provisions of statute directed against individuals who in any way directly obstruct the operation of railroads or injure railroad property. These statutes are distinct from those above named regarding combinations of railway employees for similar purposes. The penalties imposed are

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[1] Thus in Illinois (Revised Statutes, 109-111, 114), and Kansas, substantially:

If any locomotive engineer in furtherance of any combination or agreement, shall wilfully and maliciously abandon his locomotive upon any railroad at any other point than the regular schedule destination of such locomotive, he shall be fined not less than $20 nor more than $100, and confined in the county jail not less than twenty days nor more than ninety days.

If any person or persons shall wilfully and maliciously, by any act or by means of intimidation, impede or obstruct, except by due process of law, the regular operation and conduct of the business of any railroad company *or other corporation, firm, or individual in this State*, or of the regular running of any locomotive engine, freight, or passenger train of any such company, or the labor and business of any such corporation, firm, or individual, he or they shall, on conviction thereof, be punished by a fine of not less than twenty dollars nor less [more] than two hundred dollars, and confined in the county jail not more [less] than twenty days nor more than ninety days.

If two or more persons shall wilfully and maliciously combine or conspire together to obstruct or impede by any act, or by means of intimidation, the regular operation and conduct of the business of any railroad company or any other corporation, firm, or individual in this State, or to impede, hinder, or obstruct, except by due process of law, the regular running of any locomotive engine, freight, or passenger train on any railroad, or the labor or business of any such corporation, firm, or individual, such person shall, on conviction thereof, be punished by fine not less than twenty dollars nor more than two hundred dollars, and confined in the county jail not less than twenty days nor more than ninety days.

This act shall not be construed to apply to cases of persons voluntarily quitting the employment of any railroad company or such other corporation, firm, or individual, whether by concert of action or otherwise, e[x]cept as is provided in [par. 109]. * * *

[2] 54 Fed. Rep., 730, 746.

[3] See fuller digest and extracts from laws in Reports of Industrial Commission, Vol. V, p. 132.

usually heavy, and the measures are to be looked upon essentially as designed for the protection of life, limb, and property under the police power, rather than as intended to affect the relations of employers and employees. States having such special provisions as to railways are Maine, Connecticut, New York, Wisconsin, Kansas, Nebraska, Kentucky, and West Virginia.

CHAPTER IX.

THE INJUNCTION IN LABOR DISPUTES.

During the past 15 or 20 years we find very numerous cases in which the courts have used the injunction to restrain acts of labor organizations and of strikers. The use of the injunction has been especially frequent during the past decade. The most conspicuous instance of its employment was in the great railway strike of 1894, and it was in the decision of the Debs case arising out of that strike that the highest judicial authority was given for the use of the injunction under such circumstances. Probably no other feature of the attitude of the courts toward labor has aroused more discussion on the part of the general public, or more opposition from labor organizations, than the use of such injunctions. It seems to be conceded on all hands that the enjoining of acts of strikers and of members of labor organizations is a recent development, and that it is far more common in the United States than in Great Britain. The courts have, however, upheld their increasing employment of this means of restraint on the ground that new conditions have arisen which have demanded strenuous action. The opinions of various labor leaders and labor organizations and others as to the injunctions have been repeatedly stated before the Industrial Commission.[1] Here it is appropriate to present the arguments of the courts themselves on this subject, as well as the opinions of various legal writers favoring or opposing injunctions. There are several special points with regard to injunctions which may be considered more or less independently.

A. COURT DECISIONS AS TO INJUNCTIONS.

1. **Injunctions to restrain acts which are also criminal.**—Probably the most mooted legal question with regard to injunctions is as to whether they may be used to restrain acts which are criminal and which would subject the offender to punishment at common or statute law. It is contended by many persons, including some leading lawyers, that there is no warrant for the issue of an injunction under those circumstances, since the penalties of the law are themselves supposed to be a sufficient deterrent influence without the resort to the extraordinary remedy of the injunction. It is declared that courts of equity have no criminal jurisdiction. It is also especially objected that the introduction of the injunction against acts which are criminal deprives those who are charged with these acts of the right of trial by jury, submitting them exclusively to the jurisdiction of the court on the charge of contempt.

While courts themselves have usually of late years denied the validity of this line of argument, there is some strong language on the part of judges to the effect that injunctions may not properly be used against criminal acts. In one case where an injunction to restrain a boycott was issued by the United States circuit court of appeals of the eighth circuit[2] a strong dissenting opinion was submitted by Judge Caldwell, in which the use of the injunction in criminal cases was severely criticised. He declared most emphatically that courts of equity have no jurisdiction to enforce the criminal laws; that mobs have as much authority to hasten the punishment of crime by avoiding the delay and uncertainty of jury trials as chancellors have. "It is vain to disguise the fact that this desire for a short cut originates in a feeling of hostility to trial by jury, a mode of trial which has never been popular with the aristocracy of wealth, or the corporations and trusts. A distrust of the jury is a distrust of the people, and a distrust of the people means the overthrow of the government our fathers founded. Against the exercise of this

[1] See especially Report of Industrial Commission, Vol. IV Digest, p. 145; Vol. VII Digest. p. 118; Vol. XII, p.

[2] Hopkins *v.* Oxley Stave Co., 83 Fed. Rep., 912, 925.

jurisdiction the constitution of the United States interposes an insurmountable barrier. * * *

"'The trial of all crimes, except in cases of impeachment, shall be by jury.' Const., art. 3. 'No person shall be held to answer for a capital or otherwise infamous crime, unless on a presentment or indictment of a grand jury, except in cases arising in the land or naval forces, or in the militia when in actual service in time of war or public danger.' Const. amend., art. 5. 'In all criminal prosecutions the accused shall enjoy the right to a speedy and public trial by an impartial jury. * * *' Id., art. 6. 'In suits at common law where the value in controversy shall exceed $20, the right of trial by jury shall be preserved.' Id., art. 7.

"These mandatory provisions of the constitution are not obsolete, and are not to be nullified by mustering against them a little horde of equity maxims and obsolete precedents originating in a monarchical government having no written constitution. * * *

"These constitutional guaranties are not to be swept aside by an equitable invention which would turn crime into a contempt, and enable a judge to declare innocent acts crimes, and punish them at his discretion. * * *

"Undoubtedly it is the right of the people to alter or abolish their existing government, 'and,' in the language of the Declaration of Independence, 'to institute a new government, laying its foundations on such principles, and organizing its powers in such form as to them shall seem most likely to effect their safety and happiness.' It is competent for the people of this country to abolish trial by jury, and confer the entire police powers of the State and nation on Federal judges, to be administered through the agency of injunctions and punishment for contempts; but the power to do this resides with the whole people, and it is to be exercised in the mode provided by the constitution. It can not be done by the insidious encroachments of any department of the government. Our ancestors, admonished by the lessons taught by English history, saw plainly that the right of trial by jury was absolutely essential to preserve the rights and liberties of the people, and it was the knowledge of this fact that caused them to insert in the Constitution the peremptory and mandatory provisions on the subject which we have quoted. English history is replete with examples showing that the King and his dependent and servile judges would have subverted the rights and liberties of the English people, but for the good sense and patriotism of English juries. It is to the verdicts of the juries, and not to the opinions of the judges that the English people are chiefly indebted for some of their most precious rights and liberties."

Notwithstanding these objections (more fully set forth in section 6, below) raised against the use of the injunction in restraining acts considered by the courts or declared by statute to be in themselves criminal, the instances in which injunctions have been employed against such acts are exceedingly numerous. Picketing, boycotts, intimidation, interference with interstate commerce, and various other acts of strikers, which the courts, by the language used in their decisions, evidently very generally consider criminal as well as civilly unlawful, have yet been restrained. In not a few cases in recent years courts have specifically considered the question whether an injunction could properly be issued against acts in themselves criminal, and the decision has been quite generally that the use of the injunction in such cases is permissible, where the injury restrained is a continuing and irreparable one.

This doctrine has received the sanction of the Supreme Court of the United States in the famous Debs case, and is doubtless now definitely fixed, as regards the Federal courts, several of which, both before and since the Debs decision, have used very similar arguments in upholding the issue of injunctions to restrain criminal acts The general argument is that the action of the court in issuing injunctions under its equity jurisdiction has no reference to the element of criminality; that the courts have always had authority to enjoin acts which threaten irreparable injury to property, and that punishment under such an injunction does not preclude prosecution for criminal acts under criminal law; that the use of the injunction in strikes is especially necessary, because the offenders are usually persons without means, from whom those persons injured could recover no damages for the harm done to their property. The objection regarding the denial of the right of trial by jury is answered by the argument that that right has never been treated as interfering with the power of the courts to issue injunctions and to protect their own dignity by punishing violations of their orders; that the authority of the courts to protect themselves would be of no significance if it was necessary to consult an independent authortiy in inflicting punishment.

Extracts from the leading decisions on this subject may now be briefly quoted.

The language of the Supreme Court of the United States in the Debs case may be cited somewhat fully on account of its importance.[1]

"Something more than the threatened commission of an offense against the laws of the land is necessary to call into exercise the injunctive powers of the court. There must be some interferences, actual or threatened, with property or rights of a pecuniary nature; but when such interferences appear the jurisdiction of a court of equity arises, and is not destroyed by the fact that they are accompanied by or are themselves violations of the criminal law. * * *

"The law is full of instances in which the same act may give rise to a civil action and a criminal prosecution. An assault with intent to kill may be punished criminally, under an indictment therefor, or will support a civil action for damages; and the same is true of all other offenses which cause injury to person or property. In such cases the jurisdiction of the civil court is invoked, not to enforce the criminal law and punish the wrongdoer, but to compensate the injured party for the damages which he or his property has suffered. * * *

"So here the acts of the defendants may or may not have been violations of the criminal law. * * * If any criminal prosecution be brought against them for the criminal offenses alleged in the bill of complaint, of derailing and wrecking engines and trains, assaulting and disabling employees of the railroad companies, it will be no defense to such prosecution that they disobeyed the orders of injunction served upon them, and have been punished for such disobedience.

"Nor is there in this any invasion of the constitutional right of trial by jury. * * *

"The power of a court to make an order carries with it the equal power to punish for a disobedience of that order, and the inquiry as to the question of disobedience has been, from time immemorial, the special function of the court. And this is no technical rule. In order that a court may compel obedience to its orders, it must have the right to inquire whether there has been any disobedience thereof. To submit the question of disobedience to another tribunal, be it a jury or another court, would operate to deprive the proceeding of half its efficiency."

A brief statement of the same doctrine as that laid down in the Debs case was made earlier by Judge Taft in the Federal circuit court of the northern district of Ohio in the Ann Arbor Railway case.[2] He said: "The authorities leave no doubt that in such a case an injunction will issue against the stranger who thus intermeddles and harasses the complainants' business. * * * The rule that equity will not enjoin a crime has here no application. The authorities where the rule is thus stated are cases where the injury about to be caused was to the public alone, and where the only proper remedy, therefore, was by criminal proceedings. When an irreparable and continuing unlawful injury is threatened to private property and business rights, equity will generally enjoin on behalf of the person whose rights are to be invaded, even though an indictment on behalf of the public will also lie."

Again, in the case of Arthur *v.* Oakes,[3] the circuit court of appeals of the seventh circuit, referring to the issue of an injunction to restrain strikers from combining to interfere with the operation of the Northern Pacific Railroad, said: "'The authorities all agree that a court of equity should not hesitate to use this power when the circumstances of the particular case in hand require it to be done in order to protect rights of property against irreparable damage by wrongdoers. It is, Justice Story said, because of the varying circumstances of cases 'that courts of equity constantly decline to lay down any rule which shall limit their power and discretion as to the particular cases in which such injunctions shall be granted or withheld.' * * *

"In using a special injunction to protect the property in the custody of the receivers against threatened acts which it is admitted would, if not restrained, have been committed, and would have inflicted irreparable loss upon that property, and seriously prejudiced the interests of the public, as involved in the regular, continuous operation of the Northern Pacific Railroad, the circuit court, except in the particulars indicated, did not restrain any act which, upon the facts admitted by the motion, it was not its plain duty to restrain. No other remedy was full, adequate, and complete for the protection of the trust property, and for the preservation of the rights of individual suitors and of the public in its due and orderly administration by the court's receivers. * * *

"That some of the acts enjoined would have been criminal, subjecting the wrongdoers to actions for damages or to criminal prosecution, does not therefore

[1] In re Debs, 15 Sup. Ct. Rep., 900, 910.
[2] Toledo, Ann Arbor and North Michigan Railway Co. *v.* Pennsylvania Co., 54 Fed. Rep., 730, 744.
[3] 63 Fed. Rep., 310, 328, 329.

itself determine the question as to interference by injunction. If the acts pped at crime, or involved merely crime, or if the injury threatened could, if ne, be adequately compensated in damages, equity would not interfere. But the acts threatened involved irreparable injury to and destruction of property r all the purposes for which that property was adapted, as well as continuous acts trespass, to say nothing of the rights of the public, the remedy at law would ve been inadequate."

Another vigorous defense of the issue of the injunction to restrain criminal acts as made by Judge Rogers, of the United States circuit court for the western strict of Arkansas, in the case of United States *v.* Sweeney,[1] decided in 1899. ere an injunction was issued to restrain picketing and violent acts of strikers, id the question was on the punishment of certain persons for violating the junction. In justifying the imposition of various penalties the court declared at there was nothing novel in the use of an injunction under such circumstances; at as old as equity jurisprudence was the principle of the right of the court to terfere to prevent injury to property and persons where the remedy at law is adequate and where the injury is irreparable. The judge intimated that the emedy by injunction has become more common in recent times, but added that his fact grows out of the changed conditions of business and industry. By way f illustrating the justice of such interference by the courts a hypothetical case vas submitted: Suppose a person who was the owner of a fine forest should complain that another person and his associates, who were insolvent and irresponsible, ad conspired together to cut down the trees and haul away and destroy the forest. Suppose the peace officers and local authorities had refused to protect his property. Could the court refuse to grant an injunction to avoid an irreparable mischief for which the remedy at law was inadequate? If the conspirators should be arrested for contempt in violating such an injunction and should demand a jury, we should see the court granting an order which it has no power to enforce or the enforcement of which depends on the verdict of a jury. The hypothetical case, the judge declared, differed in no regard in principle from the case at issue.

The State courts appear to have issued injunctions in labor cases quite as frequently and for the purpose of restraining quite as great variety of acts as have the Federal courts. We find, however, fewer instances in which the State courts have taken occasion to defend their course in issuing injunctions to restrain the commission of criminal acts than is true of the Federal courts.

In the case of Vegelahn *v.* Guntner,[2] the supreme judicial court of Massachusetts granted an injunction to restrain the establishment of a patrol and the intimidation of persons seeking employment from the complainant. The court declared: "Nor does the fact that the defendants' acts might subject them to an indictment prevent a court of equity from issuing an injunction. It is true that, ordinarily, a court of equity will decline to issue an injunction to restrain the commission of a crime; but a continuing injury to property or business may be enjoined although it may also be punishable as a nuisance or other crime."

As the circumstances in this case were closely similar to those in the case of Sherry *v.* Perkins,[3] decided by the same court in 1888, it is probable that, had it considered necessary, the court would then have justified its use of the injunction in the earlier case on essentially the same grounds.

The supreme court of Michigan has very recently defended the use of the injunction to restrain criminal acts.[4] The injunction in this case was directed against boycotting and picketing. The acts of the defendants were declared by the court to be criminal conspiracy, but the court said: "It requires no argument to show that in this case, both in reason and authority, actions at law would be utterly inadequate. The course pursued by these defendants, if unchecked, would soon ruin the complainants' business, and bring upon them financial ruin. * * * While some writers have doubted the remedy by injunction, it is now settled beyond dispute."

2. Injunctions to compel the performance of personal service.—No little controversy has arisen regarding the action of the courts in several cases in issuing injunctions to compel the performance of specific service by workingmen. In one case the court went so far as to deny the right of men to quit work in such a way as to interfere with the business of the employer. This decision, however, was reversed by a higher court, and it seems probable that the usual attitude of the courts would be to refuse to restrain men from quitting work, although the act of quitting work might by the same courts be held illegal and even criminal if done with a malicious motive or under certain special circumstances, such as

[1] 95 Fed. Rep., 434.
[2] 44 N. E. Rep., 1077, 1078.
[3] 147 Mass., 212.
[4] Beck *v.* Teamsters' Union, 77 N. W. Rep., 13, 21.

have been described in previous sections of this chapter. On the other hand, there have been several injunctions commanding employees, so long as they continue in employment, to perform their customary duties.

The instance just mentioned of a direct attempt to prohibit an ordinary strike by injunction was in the Northern Pacific Railway case.[1] Judge Jenkins, of the Federal circuit court of the eastern district of Wisconsin, in December, 1893, issued an injunction prohibiting the employees of the receivers of that railroad from conspiring to quit employment with the object of crippling the property or embarrassing its operation, and also from quitting the service of the receivers (regardless of the question of conspiracy) with or without notice, in such a way as to cripple the property or hinder its operation. Since it would be practically impossible for men to strike without seriously interfering with the operation of a road, at least temporarily, this was practically an attempt to compel the employees to continue in the service.

Later Judge Jenkins denied a motion to strike out this part of the injunction and defended his action on the ground that the stopping of traffic on a great interstate railroad would seriously injure the general public, and would result in great loss to the receivers. The use of the injunction was necessary because the threatened injury would be continuous and there would be no effective remedy in damages against the strikers.[2] The injunction issued by Judge Jenkins was modified by the circuit court of appeals on October 1, 1894. In the meantime, however, it had remained in force, and had it been strictly obeyed there could for many months have been no action to carry out the intention of the employees to secure higher wages by strike. In other words, the entire movement would have been abortive.

In modifying this injunction Justice Harlan declared that there could be no exceptions to the rule that a court of equity will not prevent one individual, by injunction, from quitting the personal service of another, and that there was no authority for the action of the lower court. Although strikes on railroads might be peculiarly disastrous, in the absence of legislation conferring specific authority upon the courts, there could be no prohibition of the right to quit work, even though the employees should quit under circumstances showing bad faith, or a reckless disregard of their contract, or of the convenience and interest of both employers and the public.[3]

Similarly, in the Toledo and Ann Arbor case,[4] the court declared that the employees of the defendant railway could escape the injunction prohibiting them from refusing to handle certain cars by quitting the service of the employers. "Otherwise the injunction would be, in effect, an order on them to remain in the service of the company, and no such order was ever, so far as the authorities show, issued by a court of equity. * * * It would be impracticable to enforce the relation of master and servant against the will of either." The quitting of employment under certain circumstances might be criminal or unlawful, but could not be prohibited by injunction. On the other hand, the court declared that the quitting to avoid the force of the injunction must be in good faith, and that a mere temporary cessation of work, in the expectation of an order to go on without the cars, was not a bona fide quitting.

The case under discussion is one of those in which the courts have most clearly stated the doctrine that the injunction may be issued to compel the employees to perform their usual duties, so long as they remain in service. To be sure the duty enjoined, namely, the hauling of cars coming from the connecting railroad, was a peculiar one, since railroad companies are prohibited by interstate-commerce law from refusing to handle cars under such circumstances. The court explained that while ordinarily injunctions were prohibitory in form, the issue of a mandatory injuction, commanding men to perform positive acts, was justifiable under certain circumstances, and particularly in the case of railroads, where the refusal to perform such acts would interrupt the regular course of things and result in injury. "The office of a preliminary injunction is to preserve the status quo until, upon final hearing, the court may grant full relief. Generally this can be accomplished by an injunction prohibitory in form, but it sometimes happens that the status quo is a condition not of rest, but of action, and the condition of rest is exactly what will inflict the irreparable injury upon complainant, which he appeals to a court of equity to protect him from. In such a case courts of equity issue mandatory writs before the case is heard on its merits. * * *

"Now, the normal condition—the status quo—between connecting common

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[1] Farmers' Loan and Trust Company *v.* Northern Pacific Railroad, 60 Fed. Rep. 803.

[2] The further argument of the court in regard to the illegality of quitting work has been already set forth under another head. See above pp. 563, 596.

[3] Arthur *v.* Oakes, 63 Fed. Rep., 310, 318.

[4] Toledo, Ann Arbor and North Michigan Railroad Company *v.* Pennsylvania Company, 54 Fed. Rep., 730, 741, 748.

arriers under the interstate-commerce law is a continuous passage of freight ackward and forward between them, which each carrier has a right to enjoy ithout interruption, exactly as riparian owners have a right to the continuous ow of the stream without obstruction. Since Lord Thurlow's time the preliminary mandatory injunction has been used to remove obstructions and keep clear ie stream."

The most forcible statement of the doctrine that employees must, so long as ley remain in service, perform their usual duties, and that an injunction may sue to compel them to do so is found in the case of Southern California Railway ompany *v.* Rutherford, which arose out of the Pullman strike of 1894.[1] Judge oss in this case issued an injunction commanding the employees to perform their sual duties while continuing in employment; justifying his action on the ground iat by refusal they were subjecting the complainant to great damages, causing to violate its contract with the Pullman Company, and were also interrupting ie transmission of the mails and of interstate commerce. While a mandatory injunction compelling employees to perform their services might be novel, every ast order of equity courts has been born of emergency, to meet some new conditions, and the rights of the public with regard to railroad transportation have ecome so increasingly important that the courts must interfere. The court ontinued:

"It is manifest that for this state of affairs the law—neither civil nor criminal—ffords an adequate remedy. But the proud boast of equity is, '*Ubi jus, ibi remedium.*' It is the maxim which forms the root of all equitable decisions. Why hould not men who remain in the employment of another perform the duties hey contract and engage to perform? It is certainly just and right that they hould do so, or else quit the employment. And where the direct result of such efusal works irreparable damage to the employer, and at the same time intereres with the transmission of the mail and with commerce between the States, quity, I think, will compel them to perform the duties pertaining to the employnent so long as they continue in it."

3. Right of Federal courts to issue injunctions as to interstate commerce.—In the Debs ase[2] the question was raised by the defendants as to whether the Federal Govrnment had the right to interfere regarding strikes at all, and especially as to whether it was entitled to use the injunction for the protection of interstate commerce and for prevention of obstruction to the mails. It was the general position of many workingmen and other persons that strikes were essentially matters of State jurisdiction, and that suppression of any violence which might take place n connection with them was the duty of the local or State authorities, with which the Federal Government had no right to interfere. It will be remembered that the Federal courts issued various injunctions in regard to this strike of 1894, not in behalf of private suitors seeking protection from irreparable damage, but on behalf of the Federal Government itself, seeking to prevent obstruction of interstate commerce and of mails. In upholding these injunctions and in suppressing disorder Federal troops were called into service. Debs and others were arrested for violation of the injunctions of the Federal courts, and Debs was committed to prison for contempt of court. A petition for a writ of habeas corpus brought the case before the Supreme Court of the United States, which upheld the injunction. The court declared that the Federal Government, under its constitutional authority to regulate interstate commerce, had the right to interfere by force, or through its courts, to prevent the obstruction of such commerce. It had the right to apply for injunction, not merely because of its property in the mails, but because every government is entitled to call upon its courts to aid it in carrying on its legitimate functions.

The following is quoted from the language of the court on this subject:

"As, under the Constitution, power over interstate commerce and the transportation of the mails is vested in the National Government, and Congress, by virtue of such grant, has assumed actual and direct control, it follows that the National Government may prevent any unlawful and forcible interference therewith. * * * The entire strength of the nation may be used to enforce in any part of the land the full and free exercise of all national powers and the security of all rights intrusted by the Constitution to its care. * * *

"In the case before us the right to use force does not exclude the right of appeal to the courts for a judicial determination and for the exercise of all their powers of prevention. Indeed, it is more to the praise than to the blame of the Government that, instead of determining for itself questions of right and wrong and enforcing that determination by the club of the policeman and the bayonet of

[1] 62 Fed. Rep., 796, 797. [2] In re Debs, 15 Sup. Ct. Rep. 900.

the soldier, it submitted all those questions to the peaceful determination of judicial tribunals. * * *

"Neither can it be doubted that the Government has such an interest in the subject-matter as enables it to appear as party plaintiff in this suit. It is said that equity only interferes for the protection of property, and that the Government has no property interest. A sufficient reply is that the United States has a property in the mails, the protection of which was one of the purposes of this bill. We do not care to place our decision upon this ground alone. Every government, intrusted by the very terms of its being with powers and duties to be exercised and discharged for the general welfare, has a right to apply to its own courts for any proper assistance in the exercise of the one and the discharge of the other, and it is no sufficient answer to its appeal to one of those courts that it has no pecuniary interest in the matter."

In several other cases the lower Federal courts have upheld the use of the injunction regarding interstate commerce on the ground that the antitrust act of 1890 gave specific authority therefor. The Supreme Court, in the Debs case, referred to the act, but declared that there was sufficient authority for the use of the injunction outside of any statutory provision. The provision of the antitrust act referred to is found in the fourth section of the act, which declares that "the several circuit courts of the United States are hereby invested with jurisdiction to prevent and restrain violations of this act." The section also gives authority to issue temporary restraining orders. Since the courts have further held that the provisions of the antitrust act regarding combinations in restraint of interstate commerce apply to labor organizations, authority for enjoining the acts of such organizations and of strikers is claimed.[1]

In the case of United States v. Agler, Judge Baker very specifically declared that the purpose of Congress in this enactment was to enable the courts, without waiting until crimes had actually been committed, to "lay their strong hands on these men * * * for the purpose of saying to everybody that civil liberty can not exist where combinations of men undertake by force and violence to arrest the peaceable and orderly conduct of business among the States."

4. Injunctions against numerous defendants and defendants not named.—A practice which has occasioned considerable criticism has been the use of "blanket injunctions." Injunctions have frequently been directed against large numbers of persons not named and not parties to the suit, and in not a few instances the all-inclusive phrase "all other persons whomsoever" has been added. It is usually further provided in such wide-reaching injunction orders that all persons shall be deemed to have received service of the injunction merely by its posting or printing, or upon becoming aware of its existence in any other way. In earlier cases it had been considered usually necessary to serve each person covered by injunction personally with a copy thereof, in the same way as parties to suits in general are served with papers.

The first "blanket injunction" appears to have been that issued by Judge Jenkins in the Northern Pacific Railroad case.[1] This injunction covered certain persons named, all other employees of the railroad, "and all persons, associations, and combinations, voluntary or otherwise, whether employees of said receivers or not, and all persons generally."

In the Debs case the injunction colloquially known as "the Chicago omnibus bill"[2] was directed against 18 defendants by name, "and all persons combining and conspiring with them, and all other persons whomsoever." It was further provided in the injunction that it should be binding upon said defendants "*whose names are alleged to be unknown*, from and after the service of such writ upon them, respectively, by the reading of the same to them, *or by the publication thereof by posting or printing*, and after service of subpœna upon any of said defendants named herein, shall be binding upon said defendants, *and upon all other persons whatsoever who are not named herein from and after the time when they shall severally have knowledge of such order and the existence of said injunction*."

Objection has been made in such cases that an injunction could not issue against a person not specifically named and made a party to the suit, and that personal notice must be served upon the defendant of the fact of the injunction in order to make it binding upon him. (See criticisms quoted below, p. 612, 614.) The courts, however, have quite uniformly denied the validity of this contention.

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[1] U. S. v. Elliott, 62 Fed. Rep., 801; U. S. v. Agler, 62 Fed. Rep., 824; In re Debs (lower court), 64 Fed. Rep., 724.
[2] 60 Fed. Rep., 803, 806.
[3] 64 Fed. Rep., 724.

Thus in the Toledo, Ann Arbor and North Michigan Railway case[1] several mployees of the Lake Shore Railroad were held for contempt of court in violat- ig an injunction addressed to the various railroads, their officers, agents, serv- nts, and employees. The counsel for the persons arrested for violating this njunction declared that notice should have been served upon the defendants of ie application for an injunction and of the allowance of the restraining order. udge Ricks, however, held: "I do not concede this proposition. As has been tated, a corporation can act only through its officers and employees, and a duty nposed by law, or by an order of a court of competent jurisdiction, upon a cor- oration, applies to the officers and employees of that corporation, and takes effect s to them so soon as they are in fact properly notified of the nature and scope of he law or order. * * * It is not necessary to make them parties."

In the Debs case, the Supreme Court of the United States declared that an njunction might issue against many persons, although the question as to giv- ig them notice was not discussed.[2] "It surely can not be seriously contended hat the court has jurisdiction to enjoin the obstruction of a highway by one per- on but that its jurisdiction ceases when the obstruction is by a hundred persons." f the mob against which the injunction was directed can not be controlled by an njunction the situation amounts to revolution.

Again, in the case of United States *v.* Agler,[3] Judge Baker said: "I think the njunction as against unknown defendants is valid and binding when the injunc- ion order is served upon them, although they are not at the time parties to the uit. Indeed, I think an injunction that is issued against one man enjoining or estraining him, and all that give aid and comfort to him or all that aid and abet im, is valid against everybody that aids or gives countenance to the man to vhom it is addressed."

5. Legislative restriction of right of injunction.—Labor organizations quite generally iave, in view of the recent extension of the use of the injunction, recommended he enactment, by Congress and the several State legislatures, of statutes restrict- ng somewhat the powers of the courts in the issue of injunctions. It is proposed especially to provide that in case an injuntion is issued to restrain an act which s criminal, the person accused of violating the injunction must be given a trial by jury.

Such a statute as this was enacted by the legislature of Virginia in 1898, but was held by the supreme court of that State to be unconstitutional.[4] The court leclared that the constitution itself had established the various courts, and that while nothing is said in the constitution regarding the use of the injunction, courts must of necessity have the power to protect themselves, in accordance with nethods employed for centuries. Courts are coordinate with the legislature and he legislature can not interfere with their natural prerogatives.

The Virginia act thus declared unconstitutional, which is very similar to that which has been proposed in other States, is as follows:

"The courts and judges may issue attachments for contempt, and punish them summarily, only in the following cases, which are hereby declared to be direct contempts, all other contempts being indirect contempts.

"First. Misbehavior in the presence of the court, or so near thereto as to obstruct the administration of justice.

"Second. Violence or threats of violence to a judge or officer of the court or to a juror, witness, or party going to, attending, or returning from, the court for or in respect of any act or proceeding had or to be had in such court.

"Third. Misbehavior of an officer of the court in his official character.

"Fourth. Disobedience or resistance of an officer of the court, juror, or witness to any lawful process, judgment, decree, or order of the said court.

"When the court adjudges a party guilty of a direct contempt it shall make an entry of record, in which shall be specified the conduct constituting such con- tempt, and shall certify the matter of extenuation or defense set up by the accused, and the evidence submitted by him and the sentence of the court.

"Proceedings in Cases of Indirect Contempt. Upon the return of an officer on process, or upon an affidavit duly filed, showing any person guilty of indirect contempt, a writ of attachment or other lawful process may issue, and such person may be arrested and brought before the court, and thereupon a written accusation, setting forth succinctly and clearly the facts alleged to constitute such contempt shall be filed, and the accused required to answer the same, by an order which shall fix the time therefor, and also the time and place for hearing the matter. A copy of this order shall be served upon the accused, and upon a

[1] 54 Fed. Rep., 746, 750.
[2] In re Debs, 15 Sup. Ct. Rep. 900.
[3] 62 Fed. Rep., 824.
[4] Carter *v.* Commonwealth, L. R. A. 1899, p. 310, 311, 316.

proper showing the court may extend the time so as to give the accused a reasonable opportunity to purge himself of such contempt.

"After the answer of the accused, or if he fail or refuse to answer, the court may proceed at the time so fixed to hear and determine such accusation upon such testimony as shall be produced. If the accused answer, the trial shall proceed according to the rules governing the trial of criminal cases, and the accused shall be entitled to compulsory process for his witness, and to be confronted with the witnesses against him.

"Such trials shall be by the court, or, upon the application of the accused, a trial by jury shall be had, as in any case of a misdemeanor.

"If the jury find the accused guilty of contempt they shall fix the amount of his punishment by their verdict.

"The testimony taken on the trial of any case of contempt shall be preserved on motion of the accused, and any judgment of conviction therefor may be reviewed on writ of error from the circuit court having jurisdiction, if the judgment is by a county court, or on writ of error from the supreme court of appeals, if the judgment is by a circuit or corporation court. In the appellate court the judgment of the trial court shall be affirmed, reversed, or modified, as justice may require. If the writ of error to the judgment of county courts is refused by the circuit court having jurisdiction, application may then be made to the court of appeals."

The following are extracts from the opinion of the supreme court of Virginia:

"Article 6, Par. 1, of the Constitution now in force provides:

"'There shall be a supreme court of appeals, circuit courts, and county courts. The jurisdiction of these tribunals, and of the judges thereof, except so far as the same is conferred by this Constitution, shall be regulated by law.' In a subsequent portion of the instrument, corporation courts are also provided for the cities of the State. These courts do not derive their existence from the legislature. They are called into being by the constitution itself, the same authority which creates the legislature and the whole framework of State government. * * *

"We are prepared to concede that it is proper for the legislature to regulate the exercise of the power so long as it confines itself within limits consistent with the preservation of the authority of courts to enforce such respect and obedience as are necessary to their vigor and efficiency. * * *

"It was contended by counsel for plaintiff in error that, inasmuch as the act of 1897–98 merely transferred the punishment of contempts from the court to a jury, and even made acts punishable as contempts not embraced within the acts of 1830–31, it was not obnoxious to the objection that it interfered with or diminished the power of the court to protect itself.

"To this view we can not assent. It is not a question of the degree or extent of the punishment inflicted. It may be that juries would punish a given offense with more severity than the court; but yet the jury is a tribunal separate and distinct from the court. The power to punish for contempts is inherent in the courts, and is conferred upon them by the Constitution by the very act of their creation. It is a trust confided and a duty imposed upon us by the sovereign people, which we can not surrender or suffer to be impaired without being recreant to our duty. * * *

"A court and the judge thereof, is as much an agent and servant of the people as any other officer of government, and he is bound by the duty and obligation which he owes to the commonwealth to cherish, defend, and transmit unimpaired to his successors the office with which the commonwealth has seen fit to honor him. * * *

"Reading the Constitution of the state in the light of the decisions of eminent courts which we have consulted, we feel warranted in the following conclusions:

"That in the courts created by the Constitution there is an inherent of self-defense and self-preservation; that this power may be regulated, but can not be destroyed or so far diminished as to be rendered ineffectual, by legislative enactment; that it is a power necessarily resident in, and to be exercised by, the court itself, and that the vice of an act which seeks to deprive the court of this inherent power is not cured by providing for its exercise by a jury; that while the legislature has the power to regulate the jurisdiction of circuit, county, and corporation courts, it can not destroy, while it may confine within reasonable bounds, the authority necessary to the exercise of the jurisdiction conferred. * * *

"The Constitution of the state, which is the law to all, declares in the seventh section of the first article that 'the legislative, executive, and judicial powers should be separate and distinct.' This is a quotation from the Bill of Rights,—an instrument which should never be mentioned, save with the reverence due to the great charters of our liberties."

B. LEGAL CRITICISMS ON EXTENDED USE OF INJUNCTION.

The increased use of the injunction, and especially its use to restrain criminal acts, and its application to large bodies of men, has called forth no little unfavorable criticism. The opposition of labor representatives has been made perhaps sufficiently conspicuous in their testimony before the Industrial Commission. Two or three legal writers may be quoted on the same subject.

1. C. C. Allen.—A severe criticism of the extended use of the injunction in labor disputes was made by Mr. Charles Claflin Allen, of St. Louis, before the American Bar Association August 22, 1894.[1] The writer strongly disclaims any approval of the acts of strikers, which the injunction is usually aimed against. He urged, however, that the ground for issuing injunctions, in the minds of the judges, was no longer the proper motive, from the legal standpoint, of affording immediate protection to individual parties to litigation, but the general protection of the public peace and welfare. By this change of spirit, he declared, the courts have virtually usurped legislative power and have extended equity jurisdiction over crimes.

Mr. Allen points out that the first case in which an injunction was used against organized labor was that of Springhead Spinning Company *v.* Riley, decided in Great Britain by Chancellor Malins in 1868. The purpose was to restrain a boycott, which the court held to be a criminal act, while it still justified the use of the injunction on the ground that the act tended to the destruction of private property. This decision, according to Mr. Allen, is essentially correct, recognizing the principle that private rights of litigants are to be protected by equity, pending final decision. The courts in England have gone no further than this. In the United States, however, within very recent years the courts have not only used the injunction to protect the private rights of suitors, but as early as 1892, in the case of Coeur d'Alene Consolidated and Mining Company *v.* Miners' Union of Wardner, Judge Beatty, of the United States circuit court, justified his use of the injunction on the ground that, when contests between employers and employees become heated, violation of the laws and of the peace of the community, and destruction of life and property, are threatened. In the Toledo and Ann Arbor case, in 1893, Judge Taft issued an injunction against one not originally a party to the proceedings to restrain what was a crime by statute, the idea underlying the whole case being that of enjoining an invasion of public rights. This ground was much more clearly stated by Judge Jenkins in the Northern Pacific case. He declared that cessation of the operation of the railway would greatly interfere with public convenience and that an injunction was therefore justified. This attempt to enforce general order in the community by the injunction seems to Mr. Allen contrary to all precedent. The writer also criticises the modern use of the injunction as an attempt to give courts of equity criminal jurisdiction without allowing the person accused the protection of the ordinary formalities of trial. On this point he says:

"What is the purpose of issuing injunctions against great masses of men? What object is to be attained by making 200, or even 500 strikers, parties to a suit, out of a total number of many thousands? Personal service on more than a few, in time to make the writ effective, is impracticable. Is it intended that the mere issuing of the writ should act *in terrorem* over the entire body of men engaged in the strike? Or is it expected, by posting copies in public places, to establish a novel method of service by publication? Is the decree to serve the purpose of a mere executive proclamation, warning evil-doers against a continuance of their misconduct, and without force or validity, except as a basis for invoking the military power? Surely not. Such a construction would be a degradation of judicial process. Then what conclusion remains, unless it be that the real purpose is to use the injunction for calling forth the power of the court to punish for contempt; to make of a court of equity in practical effect a criminal court? This is a phase of the question that calls for the serious consideration of bench and bar. It is well known to all lawyers that courts of equity have not now, and have not had for 5 centuries, any jurisdiction over crimes. * * *

"Punishment for contempt of court is the most summary and arbitrary exercise of authority under the English and American judicature. It is the reserve power inherent in every court of general jurisdiction to punish by fine or imprisonment, in order to maintain its dignity and enforce its commands; a power which is absolutely essential to the proper conduct of courts of justice. * * *

"The person charged with contempt is entitled to be heard, but he must appear in person and not by attorney. He has no right to be heard by counsel, nor to

[1] 28 Am. Law Rev., 828, 848–852, 857, 858.

trial by jury. And the trial of facts for contempt not committed in *facie curiæ* is usually on affidavits. While in contempt of an injunction, he can not move to dissolve, nor can he attack the jurisdiction of the court under the original bill, nor file any sort of dilatory pleading whatever, till he has purged himself of the contempt. In short a party to a suit may go to jail for contempt of a preliminary injunction issued ex parte, without notice to defendant, which is subsequently—and after the defendant has served his term of imprisonment—held to be without equity—that is void. There is a tremendous power to place in the hands of one man; for from his judgment there is no appeal."

Finally, Mr. Allen discusses the practice of "blanket injunctions" covering large numbers of persons, not actual parties to the suit, and without personal service upon them. "It is a general rule, as old as equity jurisprudence, that persons not parties to the bill are not bound by the decree. * * * Furthermore, there is a common rule that there must be service of the writ on those to be affected by it, which is usually held to mean personal service. Posting of printed copies of the injunction on freight cars, in railway stations, or other conspicuous places, is not a method of service prescribed by statute, by rules of court, or by general equity practice."

Mr. Allen concludes his arguments with the following paragraphs:

"After all, what does it mean, this sudden development of equity jurisdiction? Whither are we tending? An injunction sued out by the United States against 10,000 strikers and all the world besides. Did the injunction stop the strike? Troops were called out to aid the process. Did they aid it? Some scores of rioters were killed, but where was the injunction meanwhile?

"Was a single result achieved by the military which could not have been as lawfully and effectually accomplished without an injunction? The criminal laws are ample and severe, and the power of Government to enforce them is limited only by the allegiance of its citizens. Every person who interfered with the United States mail, or conspired to violate the interstate-commerce law, or destroyed property, or joined in riotous gatherings such as assembled at Chicago, was guilty of crime and was subject to arrest and punishment. When the marshals were unable to enforce the criminal laws, there was just as much power to call out the military in aid of criminal process as there was in aid of injunction. Why, then, invoke the extraordinary jurisdiction of a civil court, never designed and in no way adapted to such cases? The incident itself is a sad commentary on existing conditions. It points to the conclusion that the people are becoming afraid of their own institutions; afraid of trial by jury; afraid of the cherished guaranties of civil liberty derived through *Magna Charta* and enshrined in their constitutions, State and National."

2. **W. H. Dunbar.**—The following extracts are from a paper by W. H. Dunbar, of Boston, in the Law Quarterly Review (London) for 1897, entitled "Government by injuction;"[1] also published in the Harvard Law Quarterly:

"The courts in America, and especially the Federal courts, have shown a disposition to extend their powers beyond any limits heretofore recognized. In seeking to restrain acts in their nature purely criminal, and punishing by summary proceedings for contempt persons accused of committing those acts, they have been charged with usurping the functions of the criminal law; in seeking to restrain all persons, whether parties to the suit or not, and whether identified or not, they have been charged with issuing decrees legislative rather than judicial. The case of the United States *v.* Debs, above referred to, furnishes an example of both these alleged usurpations of power. * * *

"The injunction thus sought to restrain the commission of acts of violence which would be flagrant breaches of public order and serious criminal offenses; acts which the ordinary machinery of police administration would, if possible, prevent by physical interference and punish with heavy penalties if committed. It sought further to restrain all persons whomsoever from committing any of those acts. Not only did a court of equity therefore undertake by its process to grant a cumulative remedy for that which the criminal law already covered, but it undertook to make its decree coordinate in extent with the existing legislative prohibitions. The persons not named in the bill against whom the injunction was directed were not specific individuals unknown by name but otherwise identified; they were all persons who might thereafter engage in the acts specified in the injunction. In like manner the prohibition was not directed against specific threatened acts of interference with the operation of the railroads, but against all acts of that character that might thereafter be contemplated by any persons.

[1] 13 L. Q. R., 347, 353, 354.

"It is not one of the functions of a court of equity to prevent the commission threatened crimes. In Gee *v.* Pritchard, 2 Swanst., 402, Lord Eldon said: 'The publication of a libel is a crime; and I have no jurisdiction to prevent the ommission of crimes; excepting, of course, such cases as belong to the protection infants, where a dealing with an infant may amount to a crime—an exception ising from that peculiar jurisdiction of this court' (p. 413). Chancellor Walorth in Mayor, etc., of Hudson *v.* Thorne, 7 Paige, 261, 264, declared: 'Again, it is part of the business of this court to enforce the penal laws of the State, or the y-laws of a corporation, by injunction, unless the act sought to be restrained is a nuisance.' Threats of violent interference in breach of the public peace or other riminal acts injurious to property do not furnish a foundation for an injunction. n Montgomery and W. P. R. R. Co. *v.* Walton, 14 Ala., 207, the plaintiff corporation omplained that the defendant prevented it from taking possession of land properly ondemned for its use and from prosecuting the construction of the road, by threats hat he would kill or injure the workmen, and prayed for an injunction. The ourt refused to grant relief, saying: 'The rule is too well established to admit of ontroversy that equity can not interpose by way of injunction to restrain the ommission of a personal trespass, although *it may be threatened.* * * * The ourts of law have complete jurisdiction to punish the commission of crimes, and an interpose to prevent their commission by imprisoning the offender, or binding him to keep the peace. But equity has no jurisdiction over such matters, at east a court of equity can not entertain a bill on this ground alone.' In Sparhawk *v.* Union Passenger Ry. Co., 54 Pa. St., 401, the plaintiff complained that he defendant was running its cars on Sunday in violation of law, and that the oise interfered with his use of his property. The court, however, said: 'For this here is a remedy in the penal laws, and not by proceedings in equity, if we regard he fact as we ought to do' (p. 424).

"The jurisdiction of equity over public nuisances has been relied on as justifying interference by injunction where the acts threatened were criminal. It is indeed true that by the weight of authority the jurisdiction is not ousted merely because, as in the case of a public nuisance, the threatened act may be the subject of an indictment. But the foundation of the jurisdiction over public nuisances, as of all jurisdiction in equity, is the greater efficacy of the equitable remedy. By a preliminary injunction to restrain a threatened purpresture or obstruction of highway or establishment of an offensive trade, a court of equity can interfere immediately to prevent the continuance or completion of an act which can not be dealt with at law until irreparable injury has been caused. * * *

"The destruction of the rolling stock or of any part of the works of a railway, or the forcible interference with its operation, may cause such an obstruction of commerce as to be a public nuisance; but the law already provides for the protection of property and persons from violence. The executive power of the State through its police and, if necessary, its military force is bound to prevent, if possible, such acts, and to punish them, if committed, by appropriate proceedings in the criminal courts. To justify the interference of a court of equity it must be shown that by the exercise of chancery powers a more complete remedy can be afforded. * * * But where acts of violence are enjoined the remedies at law and in equity are in fact the same. The injuction is only a prohibition, for violation of which a punishment by fine or imprisonment may be inflicted, and that prohibition and liability to punishment already exist at law. * * *

"Preliminary injunctions are to preserve the subject of litigation in *statu quo* and prevent irreparable injury during the pendency of the suit. The mere fact that the act enjoined is criminal may not oust the jurisdiction of the court, since every crime involves also an infraction of civil rights. But to justify the interference of a court of equity by preliminary or by perpetual injunction, it must be shown that the injunction will prevent some threatened injury for which the law affords no adequate relief. An injunction against destroying property by violence or similar offense against the criminal law accomplishes no such result. It can deter only through the risk of incurring the same sort of penalties that the law provides for the same act. * * *

"A looseness of thought is apparent in the decisions discussing the use of injunctions which has tended to conceal the principles involved. Learned judges have spoken as if courts of equity could prevent acts in some manner other than by fear of the penalties attending the violation of an injunction. * * *

"The only respect in which the remedy in equity can in such cases be more adequate than the remedy at law is in the greater certainty or celerity with which punishment will be inflicted. Ordinarily by inadequacy of remedy is not meant the danger that a court will not enforce the law. * * * The supposed probability of such failure can not afford a ground for assuming jurisdiction. Such a

doctrine would be contrary to any rational conception of the relations of the judiciary to other departments of the Government, or of the distinction between law and equity. In Attorney-General *v.* Sheffield Gas Consumers' Co.[1] application was made for an injunction against tearing up the highway. It was argued in favor of the motion that forcible resistance might be offered and breaches of the peace result. Sir George Turner, in denying the application, observed: 'Something has been said in the course of the argument of the danger to the public peace which may ensue from the noninterference of this court; but surely this court can not suppose that there is an inadequacy of the civil power to preserve the public peace. I say nothing on the question whose fault it will be if this disturbance of the public peace takes place' (p. 823). * * *

"When analyzed the sole inadequacy in the remedy at law as compared with the remedy in equity in these cases will be found in the fact that trials in the former are by jury. It is the existence of those safeguards which have been thought essential to individual liberty that renders punishment of an act as a crime less certain and less swift than punishment of the same as a contempt. It is because of the prejudices of juries that laws to suppress the sale of liquors may be more effectively enforced through the machinery for suppressing public nuisances than by the ordinary course of the criminal law, and it is to avoid the intervention of a jury in such cases that the powers of courts of equity have been called in by legislative enactments. * * *

"The same desire to avoid a trial by jury induces a resort to equity in cases of dispute between employers and employees. If proceedings for contempt were tried before a jury the injunction issued would be recognized as futile; such efficacy as they have in preventing acts of violence arises solely from the greater probability of a conviction for contempt in a trial by a judge alone, without right of appeal, than of conviction by a jury likely to sympathize in some degree with the offender. A criminal prosecution of Debs founded upon the same acts for which he was punished by a court of equity resulted in a failure to convict.

"It is difficult to believe that jurisdiction in equity can be supported on the ground that a judge in chancery will probably, upon a given state of facts, reach one conclusion, while a jury at law on the same state of facts is likely to reach a contrary conclusion. Courts of equity have always hesitated to usurp the function of a jury. Lord Eldon long declined to take jurisdiction in cases of nuisance, because the existence of the nuisance ought to be determined by a jury. The necessity of a prior recovery at law still exists in many branches of equity jurisdiction. Injunctions against slander or libel were consistently refused in England until the law was changed by statute, and in America are still refused, although injury to the plaintiff's business is threatened, upon the ground that, to preserve freedom of speech and of the press, the matter should be referred to the decision of a jury. Can it then be contended that in other cases involving rights no less important the likelihood that a jury will deny punishment affords a ground for seeking relief in equity? * * *

"The sweeping terms of the injunction issued in the Debs case as to persons to whom it was addressed are no less significant than the nature of the acts enjoined. * * * The record does not even show that these individuals, not parties to the bill, fell within the description of persons combining and conspiring with the named defendants. It must be assumed from the terms of the order that the court intended to restrain such persons although acting independently, and that it punished them as such independent actors. We have therefore to consider the proposition that a court of equity may ex parte, upon the motion of a plaintiff, issue an order restraining all persons from doing specified acts, although such persons are not parties to the cause, are in no way connected with the parties, are not identified in any way, and can not be identified except by the fact of their violating the injunction. Such a course if justifiable marks, it is believed, an important departure from the rules of procedure that have heretofore prevailed in chancery.

"Courts of equity, like courts of law, are established for the determination of controversies between individuals. The power to issue preliminary injunction is incidental to the power of determining such controversies. The right to lay down general rules for the government of the community, to declare ex cathedra, in advance of any contentious proceedings in which the question arises, what may and what may not lawfully be done, to impose on the whole community a duty to refrain from doing a certain act, is in its nature a legislative right. The jurisdiction of every court depends upon the existence of a cause in which it is called upon to adjudicate. * * * When, however, such an injunction is issued, addressed to 'all persons whomsoever,' it can in no sense be said that an individual not named or described in the bill as the party to the suit becomes a party

[1] 3 De. G. M. and G., 304.

upon having notice of the order. If such an individual is not in fact engaged in the act sought to be restrained, there is no pretense for saying that a controversy exists between him and the plaintiff. Such a controversy may arise if he subsequently engages in the acts complained of, but it is difficult to conjecture how by reason of such a subsequent act he can be deemed to have been a party to the controversy at an earlier time. It has never, it is believed, been contended that the final decree of a court of equity was binding upon persons not parties to the suit, and not claiming under persons who were parties. It is certainly anomalous that an interlocutory order of the court should be given a force which the final decree can not have. * * *

"It has been repeatedly declared in the past that injunctions could issue only against parties to the suit and those persons who acted for them (1 Maddock's Ch. Pr., 175). Lord Eldon in Iveson *v.* Harris, 7 Ves., 251, 256, said: 'And I have no conception that it is competent to this court to hold a man bound by an injunction, who is not a party in the cause for the purpose of the cause. The old practice was, that he must be brought into court, so as, according to the ancient laws and usages of the country, to be made a subject of the writ. The jurisdiction in lunacy is quite distinct.' * * *

"The strong repugnance which every law-abiding citizen must feel for acts of lawlessness renders the task of criticising proceedings designed to preserve order somewhat invidious. None of the persons who have been punished for contempt in violating injunctions such as have been discussed here have been worthy of any personal sympathy. The chivalry of supporting fellow-workmen in a contest with employers ceases to excite admiration when it is directed to the wanton destruction of property and mob violence. Debs, who for a time posed as supreme arbiter over the welfare of millions of his fellow-citizens, was in fact taken red-handed in a flagrant and audacious defiance of the laws, and merited the most severe punishment which the penal statutes authorized. But for the very reason that law and order were thus outraged, it was the more necessary to see that the measures of repression used were fully warranted. It is no light matter that suspicion even should rest upon the judiciary of warping principles to meet the supposed exigencies of cases as to which the strongest passions of a community are aroused."

3. **F. J. Stimson.**—Mr. F. J. Stimson, of the Boston bar, also condemns the undue extension of equity restrictions in labor disputes. In his Handbook to the Labor Law from which the following quotation is taken (see p. 312), the criticism is only indirectly suggested, but in an article in the Political Science Quarterly[1] he takes a much more decided position.

"Under the procedure of equity courts a person apprehending injury by such combinations may bring a bill against one or more persons, and obtain at once, without waiting for any hearing or answer by the defendant, a preliminary injunction addressed against not only the defendants named, but all their agents, servants, and subordinates named or unnamed; and, finally, against any persons whatever throughout the world who may have knowledge that such injunction has been granted; so that by widely publishing such injunction orders, posting them on fences, in workrooms and factories, or on railroad cars, it becomes not a difficult matter to render all the world liable to the summary jurisdiction of contempt if they interfere with the property or rights protected by the injunction. Such a preliminary injunction if not vacated may be confirmed after hearing on the merits and made permanent with the same permanent results. Moreover, the process which courts of equity have of enforcing their judgment or decrees is far more effective than any known to the common law-courts. The common-law courts can only mulct a man in damages, and if he refuse to pay may, under certain strict limitations and with very great trouble and delay, occasionally. in rare instances, imprison a man for debt; but when a decree is rendered in a court of equity any party to the suit, or when an injunction is granted any party who may have notice of the injunction, is liable to contempt process if he do or suffer to be done any act against the decree or the injunction only; and contempt process is a very effective one, consisting, as it does, in the immediate and summary punishment of offender by fine, or more usually by imprisonment until he obey the orders of the court. It is unquestioned law that the offender in cases of contempt is entitled to no jury trial. It is also law generally unquestioned that from an order in contempt there is no appeal from the court issuing it to any higher court, although in a few jurisdictions it has been held that there is an appeal in cases where the injunction was issued in reality to protect private interests and not the public; but even this appeal only goes so far as to give the appeal court the right to investigate and see whether the court below had jurisdiction of the subject-matter."

[1] Pol. Sci. Quar., June, 1895. "The Modern Use of the Injunction."

CHAPTER X.

LEGAL POSITION OF TRADE UNIONS.

1. Laws authorizing incorporation of trade unions.—Numerous States have passed laws legalizing combinations of workingmen and strikes, thus modifying the old common-law doctrine that such combinations were unlawful conspiracies. Even in the absence of such legislation the courts have sufficiently modified the common-law doctrine in this country so that in no State would a combination of workingmen, temporary or permanent, be considered unlawful if it resorted to no specially reprehensible acts. Trade unions can therefore be formed, in the absence of any special statute, in the same way that voluntary associations and clubs for other purposes may be formed. But such voluntary associations have comparatively few recognized legal powers.

It is probable that in many States where no specific provision regarding the incorporation of labor organizations exists they could still be incorporated under laws provided for nonstock or "membership" corporations for social, benevolent, and similar purposes. Of course such corporations have more limited powers than stock corporations, and labor organizations incorporated under them would lack some of the responsibilities and the rights which, in the judgment of many persons, should belong to them.

In Massachusetts, New York, Pennsylvania, Michigan, Maryland, Iowa, Kansas, and Louisiana special laws authorizing the incorporation of trade unions have been passed.[1] Most of these laws, however, are exceedingly brief and general, and grant few important powers. In several of the States named the statute does little more than to specify labor organizations as one of the classes of corporations which may be formed under the more general provisions applying to nonstock and membership corporations. This is the case, for example, with the great State of New York, where under the present law there are no specific provisions regarding the powers of incorporated labor organizations as distinct from other membership corporations.

The most elaborate statutes regarding the incorporation of labor organizations are found in Massachusetts and Pennsylvania. The most important provisions of the Pennsylvania law are those regarding the powers of incorporated unions, which are enumerated as follows:[2]

"SEC. 8. An association authorized by this act, by virtue of its charter, shall have the following powers:

"First. To have succession by its associated name for the period limited by its charter, and when no period is limited thereby or by this act, perpetually, subject to the power of the general assembly under the constitution of this Commonwealth.

"Second. To maintain and defend judicial proceedings.

"Third. To make and use a common seal and alter the same at pleasure.

"Fourth. To purchase, hold, and transfer such real estate and personal property as the purposes of the corporation may require.

"Fifth. To elect or appoint and compensate such officers or agents as the business of such association may require.

"Sixth. To establish a constitution and adopt by-laws and rules, not inconsistent with law, for the management of its property and the conduct and regulation of its affairs.

"Seventh. To enter into any obligation necessary to the transaction of its business.

"Eighth. To organize and establish, for the purposes mentioned in section 1 of this act, such subordinate associations of employees as shall apply therefor, under such reasonable rules, regulations, and restrictions as may by the parent association be deemed necessary."

The seventh clause, together with that regarding the purpose for which unions may incorporate, "for their mutual aid and benefit and protection in their trade concerns," would probably make it possible for labor organizations to make enforceable contracts regarding the terms of labor. Other sections of this act impose penalties upon officers and members of labor organizations who embezzle funds or are otherwise guilty of malfeasance.

The Massachusetts law,[3] while quite detailed, contains no definite provision regarding the powers of incorporated unions in their dealings with employers and other

[1] See Reports of Industrial Commission, Vol. V, p. 127.
[2] Brightly's Purdon's Digest, 1895, p. 2017.
[3] Acts of 1888, ch. 134.

utsiders. A Michigan act[1] authorizes the incorporation of persons "for the improvement of their several social and material interests, the regulation of their wages, the laws and conditions of their employment, the protection of their joint and individual rights in the prosecution of their trades or industrial avocations, the collection and payment of funds for the benefit of sick, disabled, or unemployed members, the securing of benefits to the families of deceased members, and for such other and further objects of material benefit and protection as are germane to the purposes of this act." Associations incorporated under the act may sue and be sued, and may hold property such as may be necessary for corporate purposes. This act has never been authoritatively interpreted, but perhaps it would give nearly as great powers with regard to the making of contracts as the Pennsylvania law.

It is certain that in most States comparatively few labor organizations have incorporated. Nevertheless, we find that in New York a very considerable proportion of all the unions are corporations under the law above described.[2]

There have been comparatively few interpretations by the American courts regarding the legal position of labor organizations, whether unincorporated or incorporated, by virtue of the laws above described. Such organizations themselves have seldom resorted to the courts in their corporate capacity. Even as regards the management of property the unions are less apt to act as organizations directly than by means of trustees. In some few instances, to be sure, civil suits have been brought against labor organizations as corporate bodies, on the ground of injury inflicted upon employers or other workingmen, and the unions have been held liable in damages. In several instances, also, injunctions have been directed against unions as such, whether incorporated or unincorporated; but these injunctions include also the individual members of the organization, and it is against these that they are really most effective. Usually suits, whether civil or criminal, are directed against individual officers and members of the union rather than against the body as such.

There have been, especially, very few cases in which suits have been brought by or against unions for violation of agreements between them and employers regarding the conditions of labor. The labor organizations have preferred to rely upon enforcing such agreements by the threat of strike, rather than to incur the expense of litigation or to run the risk of finding themselves possessed of no adequate legal powers to enforce them before the courts.

An interesting instance of the attempt to establish legally binding agreements between employers and workingmen is found in the clothing trades of New York. Here the contractors, who secure goods from manufacturers to be made up by workingmen employed by them, are themselves usually men of little responsibility, and often inclined to violate agreements. The unions have accordingly sought to draw the agreements as strictly as possible and to provide for their legal enforcement. In various cases the contracts contain provisions fixing the precise amount of damages which shall be paid by the employer in case of any violation. This obviates the difficulty, which is one of the chief hindrances to the enforcement of the terms of agreements, of proving precisely the amount of damage suffered by violation. Several recent agreements in this trade specifically provide that the amount of damages for which the union shall be liable in case of violation of agreement shall not be limited to the sum liquidated as the damages for violation by the employer. This is really, however, an advantage to the union, since the employer must prove the amount of his damages.

The validity of agreements of this sort has been upheld by the supreme court of New York, the highest court of original jurisdiction in that State.[3] The contractors violating the agreement endeavored to prove that the unions went beyond their powers in attempting to enter into contracts of this kind. Being incorporated merely under the membership-corporation act, they could not, it was argued, engage in business transactions such as an agreement regarding the conditions of wages. The unions, on the other hand, maintained that such contracts were not in the nature of the transaction of business for the earning of profit for the organization, but were simply means for carrying out the stated object of the organization, the improvement of the condition of its members. The court upheld this contention, and declared the agreements binding. The further objection that, because they provided for exclusive employment of union men, these agreements were in restraint of trade and unconscionable, was also overruled. In one other case a New York court held that such an agreement was not valid because it was obtained under duress, that is, by threat of strike. More recent agreements in the clothing trade in New York accordingly often contain a sworn statement by the contractor that he makes the agreement

[1] Acts of 1885, No. 145.
[2] See Reports of Industrial Commission, Vol. VII, p. 823.
[3] United Brotherhood of Cloak Makers *v.* Gurewitz; N. Y. Law Journal, Aug. 1, 1900. United Brotherhood of Cloak Makers *v.* Frank; N. Y. Law Journal, Nov. 8, 1900.

voluntarily and solely for the purpose of obtaining a continuous supply of competent labor.

Should courts in other States take the same position as in New York, there can be little doubt that incorporated unions, even under the existing loose statutes, would be able to enter into contracts with employers regarding the conditions of labor and to enforce them by law. As a matter of fact, however, it is very doubtful whether, in any considerable number of cases, the unions will desire to enforce contracts in this way.

There have been few, if any, cases in the United States in which employers have endeavored to enforce by legal process agreements with labor organizations as to the terms of labor. No reason appears why the New York courts, at least, should not hold agreements of this character to be as binding upon the workingmen as upon the employers; and the same might be true in other States. In the case of many unions, however, legal responsibility for agreements would not have great significance, because the unions possess little property or funds, and their individual members likewise, while perhaps nominally liable for the acts of the organization, have often little or no property which can be reached by a legal process. On the other hand, some of the strong unions, both local and national, often possess very considerable funds, and should the attempt be made to enforce their agreements in the courts damages could perhaps be successfully collected. It is probably for this reason that the stronger labor organizations have usually declined to become incorporated, taking no advantage of the Federal law or of the various State laws.

2. Registration and legal authority of labor organizations in Great Britain.—British legislation concerning labor organizations is much more detailed than that in any State in this country. We shall see later that labor unions in this country are very much divided in opinion as to the desirability of increasing, by the same legislation, both the powers and the responsibility of unions. British legislation has aimed in general to increase the powers of labor organizations as regards their relations to their own members without giving them very much power or very much responsibility as regards their dealings with employers. The fact that many labor unionists in the United States favor legislation somewhat similar to that found in Great Britain makes desirable a somewhat detailed discussion of the legal status of labor organizations in that country.

The British legislation of 1871,[1] 1875, and 1876[2] not only removed the ban from various acts of trade unions and strikers, but declared that trade unions should not, by reason of being in restraint of trade, be held unlawful, and also granted them special status as organizations by provisions for registration and a limited form of incorporation.

By these acts trade unions are defined as follows:

The term "trade union" means any combination, whether temporary or permanent, for regulating the relations between workmen and masters, or between workmen and workmen, or between masters and masters, or for imposing restrictive conditions on the conduct of any trade or business, whether such combination would or would not, if the principal act had not been passed, have been deemed to have been an unlawful combination by reason of some one or more of its purposes being in restraint of trade.

The act of 1871 declares:

"2. The purposes of any trade union shall not, by reason merely that they are in restraint of trade, be deemed to be unlawful, so as to render any member of such trade union liable to criminal prosecution for conspiracy or otherwise.

"3. The purposes of any trade union shall not, by reason merely that they are in restraint of trade, be unlawful so as to render void or voidable any agreement or trust."

This legal recognition of trade unions, however, and even the provisions for their registration, do not make them liable to suits at law in the same way as ordinary corporations. This point is considered of great importance in England.

"4. Nothing in this act shall enable any court to entertain any legal proceeding instituted with the object of directly enforcing or recovering damages for the breach of any of the following agreements, namely,

1. Any agreement between members of a trade union as such, concerning the conditions on which any members for the time being of such trade union shall or shall not sell their goods, transact business, employ, or be employed:

2. Any agreement for the payment by any person of any subscription or penalty to a trade union:

3. Any agreement for the application of the funds of a trade union,—

(*a*) To provide benefits to members; or

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[1] 34 and 35 Vict., ch. 31. [2] 39 and 40 Vict., ch. 22.

(*b*) To furnish contributions to any employer or workman not a member of such trade union, in consideration of such employer or workman acting in conformity with the rules or resolutions of such trade union; or

(*c*) To discharge any fine imposed by any person by sentence of a court of justice; or

4. Any agreement made between one trade union and another; or,

5. Any bond to secure the performance of any of the above-mentioned agreements."

It will be seen that these provisions exempt trade unions from liability as regards their relations to their own members and as regards agreements with employers. In fact, until recently it has been the only legal liability of trade unions which relates to their holding of property. The main object of the system of registration which is provided by the act of 1871 is to enable trade unions to hold property in legal form, and to enforce responsibility upon their officers as regards financial management.

The essential provisions of the law regarding registration, and the reports of trade unions to the Government, are contained in the following sections of the act of 1871:

"6. Any seven or more members of a trade union may by subscribing their names to the rules of the union, and otherwise complying with the provisions of this act with respect to registry, register such trade union under this act, provided that if any one of the purposes of such trade union be unlawful such registration shall be void.

"13. With respect to the registry, under this act, of a trade union, and of rules thereof, the following provisions shall have effect:

(1) An application to register the trade union and printed copies of the rules, together with a list of the titles and names of the officers, shall be sent to the registrar under this act:

(4) Where a trade union applying to be registered has been in operation for more than a year before the date of such application, there shall be delivered to the registrar before the registry thereof a general statement of the receipts, funds, effects, and expenditure of such trade union in the same form, and showing the same particulars as if it were the annual general statement required as hereinafter mentioned to be transmitted annually to the registrar:

(5) The registrar upon registering such trade union shall issue a certificate of registry, which certificate, unless proved to have been withdrawn or canceled, shall be conclusive evidence that the regulations of this act with respect to registry have been complied with:

"14. With respect to the rules of a trade union under this act, the following provisions shall have effect:

(1) The rules of every such trade union shall contain provisions in respect of the several matters mentioned in the first schedule to this act:

"15. Every trade union registered under this act shall have a registered office to which all communications and notices may be addressed;

"16. A general statement of the receipts, funds, effects, and expenditure of every trade union registered under this act shall be transmitted to the registrar before the first day of June in every year, and shall show fully the assets and liabilities at the date, and the receipts and expenditure during the year preceding the date to which it is made out, of the trade union; and shall show separately the expenditure in respect of the several objects of the trade union, and shall be prepared and made out up to such date, in such form, and shall comprise such particulars, as the registrar may from time to time require; and every member of, and depositor in, any such trade union shall be entitled to receive, on application to the treasurer or secretary of that trade union, a copy of such general statement, without making any payment for the same.

"Together with such general statement there shall be sent to the registrar a copy of all alterations of rules and new rules and changes of officers made by the trade union during the year preceding the date to which the general statement is made out, and a copy of the rules of the trade union as they exist at that date.

"Every trade union which fails to comply with or acts in contravention of this section, and also every officer of the trade union so failing, shall each be liable to a penalty not exceeding £5 for each offense."

The following are the essential provisions as to holding of property and financial liability of officers:

"8. All real and personal estate whatsoever belonging to any trade union registered under this act shall be vested in the trustees for the time being of the trade union appointed as provided by this act, for the use and benefit of such trade union and the members thereof, and the real or personal estate of any branch of a trade union shall be vested in the trustees of such branch, and be under the control of such trustees. * * * *

"9. The trustees of any trade union registered under this act, or any other officer of such trade union who may be authorized so to do by the rules thereof, are hereby empowered to bring or defend, or cause to be brought or defended, any action, suit, prosecution, or complaint in any court of law or equity, touching or concerning the property, right, or claim to property of the trade union; and shall and may, in all cases concerning the real or personal property of such trade union, sue and be sued, plead and be impleaded, in any court of law or equity, in their proper names, without other description than the title of their office."

It will be seen that the most important features of the trade union laws of Great Britain are the provisions for officially registering unions, for requiring reports especially of financial transactions, for authorizing the holding or transferring of necessary property, and for protecting the funds of organizations from embezzlement. From the standpoint of the general public the requirement that labor organizations shall make public financial statements is of no little importance; and this requirement also serves to protect the members against imposition by their officers. The authority given to the unions to hold and transfer property is a correlative of the general provisions of the authority of the law making labor organizations lawful. Previous to this enactment the powers of labor organizations in this regard were very imperfectly guaranteed.

3. Registration and legal authority of labor organizations in the Australian colonies.—Two or three of the Australian colonies have recently taken a more advanced position with regard to the status of labor organizations than that taken by Great Britain itself. They have, in fact, given to labor organizations very considerable corporate powers, and have specifically enabled them to make legally binding contracts with employers regarding the conditions of labor. In this regard they have adopted a policy which, as we shall see, finds strong advocates in Great Britain and the United States. Unfortunately the conditions in the Australian colonies so differ from those in the greater industrial countries, and the amount of experience with regard to the working of these acts is so slight, that it probably affords little light as to the desirability of such legislation elsewhere.

New Zealand and New South Wales, two of the colonies which have thus recently gone further than Great Britain in regard to the legal position of labor organizations, had previously adopted, almost word for word, the provisions of the English act of 1875, legalizing labor organizations.[1] Queensland[2] has also adopted the British provisions, but has not gone beyond them.

The compulsory arbitration acts which have been passed in New Zealand[3] and in Western Australia,[4] as well as the act of New South Wales,[5] which provides for voluntary conciliation and arbitration, all authorize labor organizations to make enforceable agreements with employers, and give other prerogatives not granted by law to labor organizations in any other country. These acts also apply to organizations of employers.

There are some minor differences in detail as between the three colonies, but these are not important, and a general description will suffice for all. In fact, the laws of New Zealand and of Western Australia are practically identical.

In general, these laws provide that any organization, whether of employers or employees, may register as an industrial union. Only organizations thus registering may take advantage of the compulsory provisions of the arbitration act. Organizations applying for registration must submit a list of their members and officers, two copies of their rules, and evidence that the majority (in New South Wales two-thirds) of the members have voted in favor of registration. The rules of a registered organization must provide for a committee on management and other necessary officers, for the manner of calling meetings and of voting, for the keeping of a list of members, and the regulation of the terms of membership, with the proviso that no person shall discontinue membership without giving at least 3 months' previous notice and paying all dues to the union. The rules must also permit an inspection of the books and of the names of members by every person having an interest in the funds of the society. Any industrial union may hold houses, buildings, and lands, and may sell or exchange them. A union may have its registration canceled after giving due public notice, but no cancellation shall take place during the progress of any conciliation or arbitration affecting the organization. The law also provides for the registration of central organizations of employers and employees including several separate local unions.

Semiannually each registered union or association of unions must make a report to the Government, giving a list of the members already in the association, a list of the

[1] New Zealand, act of August 31, 1887; New South Wales, act of December 16, 1881.
[2] Trade unions act, 1886.
[3] Act of August 31, 1894.
[4] Act of December 5, 1900.
[5] Act of December 21, 1899.

cal unions, and the names of the officers. In western Australia financial reports ust also be furnished to the Government.

The most important provisions are those regarding the legal position of labor ganizations in their relations to outside parties. Every union or association may ie or be sued by its name. Trade unions registered under the earlier act, industrial nions registered under the arbitration law, industrial associations, and employers ay be parties to agreements affecting any industrial matter, such as wages and the nditions of labor, or for the prevention or settlement of industrial disputes. Every ch agreement shall be for a term to be specified therein, not exceeding 3 years. A uplicate of the agreement shall be filed in the office of the arbitration board or court. he agreements are binding upon the parties and upon every person who is a member f any organization which is a party thereto. Moreover, any employer not a party to he original agreement may later signify that he concurs in the agreement, and shall hereafter be entitled to its benefits and subject to its obligations. This last is evi-ently an important provision, since it makes it possible to secure essentially uniform onditions of labor in a given district, or throughout the entire colony, without the ormation of an association of employers covering the entire jurisdiction.

The enforcement of these agreements is accomplished by the same methods as the nforcement of the awards of arbitrators. The agreements themselves may make rovisions limiting the amount of damages which may be collected for breach of greement. In the absence of any such limit the amount of damages may be fixed y a court, but shall not exceed £500 (in Western Australia, £1,000) as against any rganization. The property of any industrial union or trade union may be seized in atisfaction of a judgment of the court against it, and if the property is insufficient he members shall be liable for the deficiency. The provision that members may ot withdraw without several months' notice and without payment of all dues to the rganization, and the further provision restricting the cancellation of the registration of organizations, makes it possible to enforce fairly effectively these provisions regarding the financial responsibility of organizations of employers or employees. No individual, however, is liable for more than £10. Individual persons injured by the violation of an agreement of this sort have also a separate right of action in case of violation.

It appears that comparatively little advantage has yet been taken, in either New Zealand, New South Wales, or Western Australia, of these provisions for enforcing agreements between employers, or associations of employers, and labor organizations. In New Zealand labor organizations have very generally registered under the new law, though employers have been inclined to hold aloof.

4. Proposed extension of legal powers and liabilities of labor organizations.—There has been much discussion both in this country and in England as to the desirability of providing for the legal incorporation of labor organizations, with more wide-reaching powers and more definite responsibilities than they now possess, either as unincorporated associations or as organizations incorporated under the existing weak laws.

It is urged, in the first place, by some members of labor organizations that their powers regarding their own members and their responsibilities to their members should be materially increased. The fact that many trade unions undertake to establish benefit funds and insurance features makes it certainly desirable that the legal rights and responsibilities regarding the management of funds, payment of dues, the right to demand benefit payments, etc., should be more definitely and effectively regulated by law. At present labor organizations generally seek to protect their funds from embezzlement either by provisions for fining members guilty of malfeasance—a penalty evidently not very serious, since the member may simply leave the union—or more generally by requiring the signature of several distinct officers in order to draw funds. The more important organizations have often incorporated their insurance and benefit departments under the laws relating to mutual insurance corporations. Sometimes the property of labor organizations, especially real estate, is put in the hands of trustees who are separately incorporated. Of course unincorporated organizations can hold property, although their powers in this regard are less complete than in the case of corporations.

While the desirability of more definite incorporation laws as regards the relations between labor organizations and their own members, and as regards their property rights, are probably generally favored by labor unionists, there is much greater diversity of opinion as to the desirability of increasing the powers and responsibilities of these organizations in their dealings with employers and with third parties generally. Those workingmen and others who advocate increased rights and responsibilities declare that the inability of unions at present to enforce their agreements with employers, regarding the terms on which labor shall be performed, places them

at the mercy of unscrupulous employers. It is urged that labor organizations, since by most States they are recognized as legitimate, should have a definite status before the courts and should be able to bring suit in the same way as other organizations. Those who favor arbitration and conciliation as a means of settling labor disputes frequently point out that both the lack of power and the lack of responsibility on the part of labor organizations tend to weaken their position in such negotiations. The employees belonging to an unincorporated body, it is said, have no properly authenticated representatives to enter into arbitration proceedings, especially where those proceedings, as under State boards of arbitration, take on a more formal character. The absence of incorporation again, it is argued, makes it difficult to enforce awards upon employers, whether such awards be made by State boards or by private arbitrators, or whether they be merely the result of mutual conciliation.

Employers very frequently also urge the desirability of incorporation of labor unions in order that they may be held more strictly to their obligations. They complain of the present irresponsibility of trade unions, and of the frequent violation of oral or written agreements. It is probably a general feeling among employers, so far as they are willing to recognize labor organizations at all, that they would be willing to grant them the added powers which incorporation would give if only added responsibility might be secured at the same time. Many employers, and many persons not directly concerned with the employment of labor, also favor a more definite legal status for labor organizations in the interest of those labor organizations themselves.

Perhaps a majority of labor union leaders in this country, however, oppose any form of incorporation which would increase the responsibility of labor organizations toward employers. They feel that the employer usually has more money to carry on litigation and more skill in doing so, and that accordingly his ability to enforce agreements and to lay responsibility upon the union would be greater than the ability of the union to hold the employer responsible. They fear that legal responsibility would result in frequent attachment of their funds or other interference with their finances, not only under suits for violation of trade agreements, but for alleged damages by picketing, boycotts, and various other acts. This, it is declared, would render their position altogether unstable. Persons who take this position declare that they have no desire to facilitate breaches of agreement on the part of labor organizations, but that, in view of the usual disposition of the courts toward labor, and under all the circumstances, increased financial and legal responsibility would prove disadvantageous. The opinions of various labor leaders, employers, and others on this subject have been presented very fully in oral testimony before the Industrial Commission, and reference is made to that testimony.[1]

It is obvious that, should the desirability of greater powers and responsibility on the part of labor organizations be granted, it would still be a difficult matter to decide upon an effective manner of increasing those powers and especially of increasing responsibility. Labor organizations in general can scarcely be expected to incorporate with a capital stock, nor could they probably be compelled to maintain reserve funds which could be attached by legal process, while members could sometimes avoid contribution to penalties and damages assessed on the organization by withdrawing from it. Nevertheless it is evident that in the case of many labor organizations, if duly incorporated, it would be possible to enforce pecuniary penalties with considerable effectiveness. Some such organizations possess property or reserve funds, designed for various purposes, of no little value. The objection that such funds and property might be unduly subject to attack on all sorts of legal processes might be avoided by limiting the financial liability of unions to contracts regarding the conditions of labor, and also by limiting the amount of liability in some proportion to the membership or property of the union. Another way of enforcing responsibility upon an incorporated union would be by threat of revocation of its charter, with the loss of the various privileges granted it thereby.

The question as to the desirability of increasing the legal powers and responsibilities of labor organizations has been especially prominent in Great Britain where, as we have seen, they are now by statute expressly exempted from liability for their contracts with employers. The arguments were presented with special fullness before the Royal Commission on Labor, and two minority reports, representing the opposing views, were made as to this subject, in addition to the general report of the commission. These reports may be summarized and quoted somewhat fully, since they take up this disputed question in a very thorough manner.

The general report of the royal commission points out that, while special contracts between employers and workmen can be enforced like other contracts, it is practically

[1] See especially reports of Industrial Commission, Vol. IV, Digest, p. 143; Vol. VII, Digest, p. 106.

essible to sue a large number of persons, say 10,000 workmen, for breach of con-
. Moreover, agreements concerning arbitration are usually made between bodies
h have no legal personality and which can not sue each other for damages. The
sanction of the agreements between organizations of employers and employees,
of the decision of arbitrators under such agreements, is the moral one. Where
rganization of workmen is very strong, embracing most of the men in a trade or
ict, and where great administrative power and complete control of funds is lodged
ie central executive, the organization can exercise very great force over its mem-
to compel them to carry out agreements. Individual members who will not
orm to the arrangements approved by the representatives can practically be
en out of a trade by being expelled from the union, for their fellow-workmen
not work with them nor will employers employ them. Strong associations of
loyers are able to exercise a similar control over their members. Where organi-
on on either side is imperfect it is much less feasible to enforce conformity to
ements or to decisions of arbitrators.

he moral sanction, continues the report, must probably continue to be the chief
e to compel employers and employees to abide by agreements and awards. It
, to be sure, been suggested that by legislation organizations of employers and
ployed should be able to obtain legal personality, so that their agreements could
enforced by actions for damages directed against their collective funds. Various
s proposing such a system have been brought before the legislative bodies of New
land and South Australia. [The report was issued in 1894.] The question arises,
wever, whether an organization can be held liable for any breach of agreement by
se who have ceased to be members. Supposing a collective agreement should be
tered into by a union consisting of 50,000 members, and 20,000 of them being dis-
isfied with it should withdraw from the union and repudiate the agreement, it
uld certainly seem a strong measure to hold the association legally responsible;
t, on the other hand, if this were not done there would seem to be no effective
posal of the old difficulty of enforcing legal penalties against a mass of workingmen.
Continuing on this subject the report of the royal commission says:

"If the association were not legally responsible so long as an agreement lasted for
observance by persons who in the meantime ceased to be members, the practical
lue of a legal guaranty of this kind would in a great measure depend upon the
rength of the tie which bound members to their union. It would probably not be
ry effective in the case of organizations like those of unskilled labor, which have
t a weak hold over their members, or add in such cases very much strength to
e moral forces which are at present the only sanction to industrial agreements and
wards. But in the case of the strongly organized skilled trades, the benefits derived
y members from the associations are often so considerable that it would be improb-
ble that they would abandon their associations for the sake of any temporary
dvantage which they might think themselves able to gain through breach of the
ollective agreements. It is of course precisely in these trades that agreements are,
s matters stand now, best observed, even without any right to sue for compensation,
hile on the other hand a weak and poor union, even if endowed with legal person-
lity and made legally responsible for any breach of agreement by the persons who
ad ceased to be members of it, would constitute but a feeble guaranty to employers
hat the terms of the agreement would be loyally observed."

"One suggestion made by an experienced witness was 'that arbitration in all trade
lisputes should be made compulsory by law—that is, that strikes or lockouts should
be illegal and punishable in cases where arbitration had not been resorted to.' The
witness who made this proposal, and who is himself a member of the commission,
started from this principle, viz, that no body of men or employers 'have a right to
take advantage of an opportunity and cease work, discouraging the whole trade of
the district and interfering with the dependent trades.' In fact, what this witness
would desire would be to give legal effect to what is already a rule of that trade union
with which he is connected, not to resort to strikes before trying to get the dispute
settled by arbitration, and to make this binding, not only upon associations which
had the rule, but upon all employers and employed. Mr. Trow did not, however,
propose to create anything like Government tribunals, but seemed to think that if
this proposal become law the employers and employed in every trade would form
organizations, if none already existed, and create industrial tribunals to meet the
necessities of the case. He did not show how, in practice, a law prohibiting strikes
or lockouts could be enforced against large bodies of workmen or employers. The
principle suggested by this witness was, however, embodied in a bill brought before
the legislative assembly of the colony of South Australia in 1890, which proposed to
make liable to fine any organization of employers or employed, or any member
thereof, who would take part in or assist any lockout or strike on account of any dis-

pute for the settlement of which any board of conciliation to be created under the should have jurisdiction. It was suggested by some other witnesses that with making resort to arbitration legally necessary, or making strikes and lockouts for arbitration illegal, legal force should be given to awards made, upon the agreement of the parties, by industrial tribunals or individual arbitrators."

The members of the royal commission were unable to agree, on the basis of considerations above set forth, in recommending changes of legislation regar the status of trade unions. A powerful minority of the members, however, mak special report favoring further legal responsibility for trade unions, nominally the interest both of employers and of unionists. This special report is signed the Duke of Devonshire, the chairman of the commission, and by Mr. David Da Sir Michael E. Hicks-Beach, Mr. Leonard H. Courtney, Sir Frederick Pollock, R Thomas H. Ismay, Mr. George Livesey, and Mr. William Tunstill. It is noteworth that these gentlemen are all either employers or representatives of employing or the leisured and professional classes. Their views are so important as to merit extended quotation.

After summarizing the opinion of the commission as a whole upon the subject an quoting the provisions of the trade-union act of 1871 limiting the legal responsibili of unions, the minority report continues as follows:[1]

"The object of this act appears to have been, while freeing trade unions from the last remains of their former character of criminal conspiracies and giving full protection to their property, (1) to prevent them from having any legal rights against their members or their members against them; and next, (2) to prevent their entering into any legally enforceable contracts as bodies with each other or with outside individuals, except with regard to the management of their own funds and real estate.

"In our opinion the experience of the period which has elapsed since the year 1871 justifies some relaxation of these statutory restrictions. We think that the extension of liberty to bodies of workmen or employers to acquire fuller legal personality than that which they at present possess is desirable in order to afford, when both parties wish it, the means of securing the observance, at least for fixed periods of the collective agreements which are now, as a matter of fact, made between them in so many cases.

"We do not suggest that a scheme of legally enforceable agreements would be applicable to the circumstances of all, or even, at present, of the larger part of the industries of this country. We find, however, from the evidence that a *considerable* and very important part of British industry is conducted under collective agreements made in the most formal way between highly organized trade associations, and that the substitution of agreements between associations for agreements between individual employers and individual workmen is a growing practice, and one which is intimately connected with the mode and scale upon which modern industry is at present carried on. It seems to us to be clear from the evidence, both of employers and employed, that the advantages of this system greatly outweigh the disadvantages. This may not have been so evident at the date when the trade-union act of 1871 was passed, but it is attested by the growth of the system. Such agreements are in fact the recognition of that virtual 'partnership' between those who supply labor and those who supply managing ability, referred to in paragraph 365 of the report, and are therefore, on the whole, in accordance with the public interest and with the circumstances of modern industry. If this is the case, then it seems to follow that further legislation is desirable in order to bring the law into harmony with the present state of facts and public opinion.

"We think that such an extension of liberty, if conceded (and in so far as it might be acted upon), would not only result in the better observance for definite periods of agreements with regard to wage rates, hours of labor, apprenticeship rules, demarcation of work, profit-sharing and joint-insurance schemes, the undertaking of special works, and other matters, but would also afford a better basis for arbitration in industrial disputes than any which has yet been suggested.

"It would be necessary that they should acquire by some process of registration a corporate character sufficient for these purposes. We are anxious to make it clear that we propose nothing of a compulsory character, but that we merely desire that existing or future trade associations should have the liberty, if they desire it, of acquiring a larger legal personality and corporate character than that which they can at present possess. It must be added that even if trade associations were thus clothed with a legal personality it would be open to them by express stipulation to provide that any special agreement between them should not be enforceable at law.

"We think that the contracting association should be responsible for observance of the collective agreement by all its members, so long as they remained its members,

[1] Final Report, Royal Commission on Labor, pp. 115–119.

. that every member of an association should, during membership, be held to be ler a contract with the association for observance of the collective agreement. The ct of this would be (1) to give to those entering into contracts with an association right to sue it for damages in case of breach of contract by it or any of its mem-s, and (2) to give an association the right to recover damages from those of its mbers who infringed the collective agreement."

These gentlemen also urge the incorporation of trade unions as a means of further- the use of arbitration methods, adding:

"It seems that although the most formidable obstacles to resort to arbitration are obably those indicated in paragraphs 136 and 137 of the report, a further obstacle y frequently be found in the uncertainty which exists as to the observance of an ard when given. If an arbitrator can only pronounce a decision which may or ay not be followed according to the good will of the parties the procedure is to ne extent discredited. Although, as a rule, arbitration awards may be loyally cepted, and the exceptions may be very few, yet the possibility of such an excep-n occurring may make employers or workmen less willing to resort to a trouble-me and elaborate process like formal arbitration. It has been shown that it is possible to compel the observance of any awards in these matters. It remains to considered whether any better guaranty or motive for such observance can be tained to supplement and strengthen the moral force which already exists.

"In order to have arbitration in the strict sense of the word there must be two or ore parties capable of entering into a legal contract to submit present or future estions to arbitration, and there must be such submission. Then by the ordinary inciples of law, damages can be recovered from any party who refuses to go to arbi-ation, or declines to act on the award when made.

"It must be further observed that if trade associations were able, as bodies with gal personality, to refer present or future questions to arbitration, they could by ch agreements under the ordinary law embodied in the arbitration act, 1889, either onstitute or indicate their own tribunals or arbitrators, and clothe them with all ecessary powers of procedure, and enable them to make awards which could, if roken, be made grounds of action for damages. Thus, in these cases, the problem f how to give powers of procedure to voluntarily formed boards of arbitration, and legal sanction to their awards, would be solved by the operation of the ordinary aw as to agreements made between parties capable of contracting. Inasmuch as uch tribunals would, in each case, be constituted by the agreement of the parties nterested, they would, it might be expected, possess their confidence, while the act that associations and not individuals were primarily responsible for the observ-nce of the awards might remove some difficulties which have hitherto attended ttempts to give a legal sanction to arbitration awards in industrial matters."

This minority report concludes as follows:

"The evidence does not show that public opinion is as yet ripe for the changes in the legal status of trade association which we have suggested; but we have thought it to be desirable to indicate what may, as it appears to us, ultimately prove to be the most natural and reasonable solution of some, at least, of the difficulties which have been brought to our notice."

It is noteworthy that the representatives of labor organizations upon the Royal Labor Commission were distinctly opposed to any increase of the responsibility of trade unions. Another minority report, signed by Messrs. William Abraham, Michel Austin, James Mawdsley, and Tom Mann, contains the following remarks on this subject:

"One proposal, made to the commission by several witnesses, appears to us open to the gravest objection. This suggestion is that it would be desirable to make trade unions liable to be sued by any person who had a grievance against the action of their officers or agents. To expose the large amalgamated societies of the country, with their accumulated funds, sometimes reaching a quarter of a million sterling, to be sued for damages by any employer in any part of the country, or by any discontented member or nonunionist, for the action of some branch secretary or delegate, would be a great injustice. If every trade union were liable to be perpetually harassed by actions at law on account of the doings of individual members; if trade union funds were to be depleted by lawyers' fees and costs, if not even by damages or fines, it would go far to make trade unionism impossible for any but the most prosperous and experienced artisans.

"The present freedom of trade unions from any interference by the courts of law, anomalous as it may appear to lawyers, was, after prolonged struggle and parliamentary agitation, conceded in 1871, and finally became law in 1876. Any attempt to revoke this hardly won charter of trade-union freedom, or in any way to tamper with the purely voluntary character of their associations, would, in our opinion, provoke

the most embittered resistance from the whole body of trade unionists, and would, we think, be undesirable from every point of view."

5. American laws prohibiting discrimination against union labor.—In most of the Northern States, except those in the Far West, the legalization of labor organizations is made still more emphatic by legislation prohibiting discrimination against employees because of their membership in labor organizations. These acts usually declare it unlawful to make it a condition of entering or continuing in employment that an employee shall not be a member of a labor organization. The acts prohibiting blacklisting in various States specifically refer to blacklisting of employees on account of membership in labor organizations. The New York act regarding discrimination against members of trade unions is as follows:[1]

"Any person or persons, employer or employers of labor, and any person or persons of any corporation or corporations on behalf of such corporation or corporations, who shall hereafter coerce or compel any person or persons, employee or employees, laborer or mechanic to enter into an agreement, either written or verbal, from such person, persons, employee, laborer, or mechanic, not to join or become a member of any labor organization, as a condition of such person or persons securing employment, or continuing in the employment of any such person or persons, employer or employers, corporation or corporations, shall be deemed guilty of a misdemeanor. The penalty for such misdemeanor shall be imprisonment in a penal institution for not more than 6 months, or by a fine of not more than $200, or by both such fine and imprisonment."

Opinions differ as to the justification and as to the constitutionality of such legislation as this. It is objected by some that there is no correlative legislation declaring that employers shall not discriminate against nonunion men and that union men shall not refuse to work with them or endeavor to prevent them from getting employment. To be sure, the courts have generally, in the absence of statute, held such discrimination against such nonunion men on the part of union employees to be illegal, although, of course, employers are not prohibited, under the common law, from refusing to employ nonunion men or any other class of men. It is urged further that it is unjustifiable for the legislature to interfere with this common-law right of employers by prohibiting them from refusing employment to men for any reason, such as because of membership in labor organizations.

There is no decision of a court of last resort upholding the constitutionality of statutes of this sort. An intermediate court in Ohio has held the law in that State constitutional.[2]

On the other hand, the supreme court of Missouri has specifically declared the act in that State which prohibits employers from interfering with membership in labor organizations unconstitutional. This decision was rendered June 18, 1895.[3] The courts held that the act conflicted with the provisions of the Constitution of the United States and of the constitution of Missouri, which declare that no person shall be deprived of life, liberty, or property without due process of law. The right to acquire property implies the right to enter into contracts and terminate them at the expiration of their term or at any time if no definite period be fixed therein. The statute was also declared obnoxious as being class legislation. The court said in part:

"The law under review declares that to be a crime which consists alone in the exercise of a constitutional right, to wit, that of terminating a contract, one of the essential attributes of property, indeed, property itself. * * * If an owner, etc., obeys the law on which this prosecution rests, he is thereby deprived of a right and a liberty to contract or terminate a contract, as all others may; if he disobeys it, then he is punished for the performance of an act wholly innocent. * * *

"We deny the power of the legislature to do this, * * * and consequently we hold that the statute which professes to exert such a power is nothing more nor less than a 'legislative judgment,' and an attempt to deprive all who are included within its terms of a constitutional right without due process of law. But the statute is obnoxious to criticism on other grounds. It does not relate to persons or things as a class—to all workmen, etc.—but only to those who belong to some 'lawful organization or society,' evidently referring to a trade union, labor union, etc. Where a statute does this * * * it is a special, as contradistinguished from a general, law. Here a nontrades-union man or a nonlabor-union man could be discharged without ceremony, without let or hindrance, whenever the employer so desired, with or without reason therefor, while in the case of a trades-union or labor-union man he could

[1] Acts of 1887, chapter 688. The general legislation on this subject is further summarized in reports of Industrial Commission, Vol. V, p. 128.
[2] Davis v. State, 30 Weekly Law Bulletin, 342.
[3] State v. Julow, 31 S. W. Rep., 781, 783.

be discharged if such discharge rested on the ground of his being a member of an organization. In other words, the legislature have undertaken to limit the er of the owner or employer as to his right to contract with or to terminate a ract with particular persons of a class. The statute which does this is a special, a general law, and therefore is violative of the State constitution.

Nor can the statute escape censure by assuming the label of a 'police regulation.' has none of the elements or attributes which pertain to such a regulation, for it s not, in terms or by implication, promote or tend to promote the public health, fare, comfort or safety; and if it did, the State would not be allowed, under the e and pretense of a police regulation, to encroach or trample upon any of the rights of the citizen, which the Constitution intended to secure against diminution bridgment."

The Federal circuit court has decided, on the basis of common law in the absence statute, that employers have the right to make a rule that members of labor organtions will not be employed or retained. This was in a case involving the Reading ilroad Company.[1] The railroad company in 1987 adopted a rule that no one uld be employed by it who was a member of a labor organization unless he would ree to withdraw therefrom, and from that time required every applicant for ployment to sign an application representing that he was not a member of any h organization, or that if he was, he would withdraw therefrom. Some years later ceivers of the railway company were appointed and continued the same rule and actice. Certain employees of the receivers petitioned the court to restrain the ceivers from acting upon a notice issued by them stating their intention to discharge y employees who were members of labor organizations unless they severed their nnection therewith before a certain date. It appeared that all the petitioners had ther obtained employment by canceling their membership in such organizations had had notice of the rule and been employed in violation of it by subordinate gents, without the knowledge or consent of the receivers; and no others, differently tuated, asked to be made parties. The court held that the petitioners, who had thus iolated a known rule, had no standing to seek to restrain its enforcement, and that, any event, the court would not direct the receivers to abrogate a rule, established y the owners of the property, and believed by them and by the receivers, to be dvantageous in its management, and which involved nothing unlawful.

6. Protection of trade-union labels.—The union label has, during the past 10 or 15 ears, become an increasingly common device among labor organizations to influence onsumers to buy union-made goods, and thus to induce employers to use exclusively nion labor. Nearly all of the States have adopted statutes allowing the registraion of union labels and trade-marks, and providing for the punishment of persons sing these labels without authority. Statutes of this sort, of course, differ from the ordinary laws regarding trade-marks, since the union working man is not the owner of the article to which he affixes the label, but simply contributes his labor toward its manufacture.

Some of the statutes on this subject apply only to labels adopted by associations of workingmen. But with a view to obviating the objection, sometimes expressed, both on the part of the public and on the part of the courts, that such special enactments constitute class legislation, more recent statutes usually provide that any association of persons or any corporation may adopt labels or trade-marks to designate the products of their own labor or of the labor of their members. Both of these forms of the statute usually provide for the registration of the label with the secretary of state. Persons infringing the label are subject to penalty, and may also, under the laws of many States, be restrained by injunction.[2]

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[1] Platt v. Philadelphia and Reading Railroad Company, 65 Fed. Rep., 660.

[2] For further account of this legislation see reports of Industrial Commission, Vol. V, p. 129. The following are the significant sections of a typical statute, that of New York, acts of 1899, chapter 385:

"SEC. 1. Every union or association of working men or women adopting a label, mark, name, brand, or device, intended to designate the products of the labor of members of such union or association of working men or women, shall, in order to obtain the benefits of this act, file duplicate copies of such label, mark, name, brand, or device in the office of the secretary of state, who shall, under his hand and seal, deliver to the party filing or registering the same a certified copy and a certificate of the filing thereof, * * *.

"SEC. 2. Every union or association of working men or women adopting such label, mark, name, brand, or device, and filing the same as specified, * * * may proceed, by suit in any of the courts of record of the State, to enjoin the manufacture, use, display, or sale of counterfeits or colorable imitations of such label, mark, name, brand, or device, or of goods bearing the same; and the court having jurisdiction of the parties shall grant an injunction restraining such wrongful manufacture, use, display, or sale of such counterfeits or colorable imitations, and of goods bearing the same, and shall award to the complainants such damages resulting from such wrongful manufacture, use, display, or sale, as may be proved, and shall require the defendant to pay to the complainants the profits derived from such wrongful manufacture, use, display, or sale, or both profits and damages."

So far as statutes protecting union labels have come before the courts of highest resort they have been held constitutional, especially as against the charge that they are class legislation. The objection that a trade-mark can not be properly placed upon an article not actually owned by the person using the label has also been considered in general an insufficient one. Courts have also held that the use of the label does not amount to a declaration that goods not covered by the label are necessarily inferior.

The following extracts from the decision of the New York court of appeals on this subject rendered February 28, 1899, may be quoted as representing the highest judicial authority:[1]

"It is claimed that the act in question is void for the reason that it grants an exclusive privilege to a private association in contravention of the provisions of the constitution. (Article III, section 18.)

"There is nothing in the title or provisions of the act that in any manner limits its provisions to any particular locality of the State or to any designated association or union of working men or women. Instead, the provisions are all general, including every locality in the entire State, and embracing every association or union of working men or women existing or that may be thereafter organized. It is in no sense local or private, but is in every sense a general law. * * *

"Finally, it is insisted that the act is unconstitutional and void, for the reason that it is contrary to public policy, in that it unjustly discriminates in favor of the labor of members of associations or unions as against that of nonunion workmen. The questions arising under this contention are more serious and require deliberate consideration. * * * The constitution authorizes the legislature to pass general laws under which grants may be made to corporations, associations, or individuals of an exclusive privilege, immunity, or franchise. * * * Among the exclusive privileges and franchises which have been made the subject of grants to private corporations, and with which we are all familiar, are those made by municipal governments under the authority of general laws of the right to occupy streets or highways for the construction and operation of street railroads. In all of these grants, there is, of necessity, discrimination. Some particular corporation is singled out to which the grant is given, and which, thereafter, enjoys the exclusive privilege of operating its railroad through the streets or highways specified in the grant; but the grant being authorized, the discrimination is not unlawful. It is not contrary to public policy, for the reason that the constitution is the foundation upon which the public policy of the State is based. * * * Where, therefore, the constitution grants or authorizes a grant through legislative action of an exclusive privilege, it must be deemed to be in accord with the policy of the State. As we have seen, the label authorized was by a general and not a local act. No particular association or union has been given the exclusive privilege of adopting a label, but every association or union of every kind of working men or women is given the right to adopt its own label, which may indicate its own workmanship. It consequently follows that whatever discrimination there may be is authorized, and therefore, not unjust, and that the privilege granted under the general law is in accord with public policy.

"We are aware that the courts of sister States have had trouble with similar legislation in their States; that very much has been written upon the subject and that the conclusions reached by the courts in the different States have widely differed. We have not thought it profitable to enter upon an elaborate discussion of these cases. The questions here presented arise under our own constitution and are confined within narrow limits. We have not overlooked the intimation that the passage of this act was procured for the purpose of enabling union labor organizations to boycott nonunion laborers and to deprive them of the legitimate fruits of their labors. We can not, however, assume that such was the purpose and intent of the legislature or that the association of which the plaintiff is president will resort to acts which are unlawful and criminal. The act allows the members of the union to send the products of their labors into the markets of the country marked in such a way as to indicate the character of their workmanship. This is legitimate and proper. It is a right that the law accords to every manufacturer. We must assume, therefore, that the legislature in passing the act had in view the lawful and legitimate purpose and that they did not contemplate that the provisions of the act might be used for illegitimate purposes. These views render it unnecessary to consider the question as to whether the label was a valid trade-mark at common law."

Other courts which have upheld the constitutionality of union label laws are the supreme court of Illinois (Cohn *v.* People, 37 N. E. Rep., 60), the supreme court of Missouri (State *v.* Bishop, 31 S. W. Rep., 9), and the court of errors and appeals of New

[1] Perkins *v.* Heert, 53 N. E. Rep., 18, 19.

ney (Schmalz *v.* Wooley, 41 Atlantic Rep., 939, 941). This last decision discusses ecially the question as to the protection of articles not the property of the person ixing the label. The court said:

"But the objection urged by the defendants against the bill is that it does not ege, and the court can not infer, that the journeymen owned the hats made by em; and it is insisted that the ownership of the article to which the trade-mark is ixed is necessary to the acquisition of a right in the mark. * * * The public ject sought in the protection of trade-marks is to bring upon the market a better ss of commodities, and the means for attaining that object is by securing to those ho are instrumental in supplying the market whatever reputation they gain by their forts toward that end. The workman by whose handicraft the commodity is made one of these instruments, just as is his employer who furnishes the raw material and wns and sells the finished product; and if the former is permitted by the owner to lace upon the commodity a mark to indicate whose workmanship it is, and thereby mmend his workmanship to other employers, this license from the owner should e deemed a right against everybody else. His aptitude in his trade is his property, nd if by a mark he can have it identified as his in the market, he may enhance its alable value, and thus secure the same sort of advantage as his employer, by simi- ar means. No reason exists why this advantage should not be protected by the ourts in the same manner and to the same extent as is the like advantage of the mployer."

PART V.

STATISTICS OF STRIKES AND LOCKOUTS.

CHAPTER I.

TATISTICS OF NUMBER OF DISPUTES AND PERSONS AFFECTED.

Several leading countries have, during the past 20 years, undertaken the compilation of official statistics regarding the number of strikes and lockouts, the number of persons affected, the causes, results, and similar matters. While such tatistics are not free from errors, and while it is often difficult to draw satisfactory conclusions from them, they furnish, nevertheless, the most exact source of nformation which is available regarding this subject.

In the following analysis of these statistics we shall consider:

(1) The general statistics as to the number of disputes and of persons affected by them;

(2) The causes of disputes;

(3) Their duration;

(4) The amount of time lost by them, as well as the money losses; and

(5) Their results.

Under each head the statistics of the United States will be presented first and those of the European nations which publish official reports on this subject will then be compared with the figures for our own country. Briefer comparisons of the statistics of the different countries will be found in the introductory summary in this volume.

I. UNITED STATES.

The only authoritative statistics regarding strikes and lockouts in the United States are those prepared by the United States Department of Labor. The third annual report of the department presents the statistics for the years 1881 to 1887, while the tenth annual report covers those from January 1, 1887, to June 30, 1894. The sixteenth annual report, just issued, summarizes the earlier figures and includes also strikes and lockouts from 1894 to December 31, 1900. Through the courtesy of the Commissioner of Labor, advance sheets of this latter report have been furnished to the Industrial Commission, so that the present report appears contemporaneously with that of the Department of Labor. The reports concerning strikes prepared by the various State bureaus of labor are for the most part incomplete, even for the States and years which they cover. In no State have statistics covering a considerable number of years been prepared. Occasional reference will, however, be made to the figures from these sources, as well as to still less satisfactory statistics presented by certain labor organizations.

1. **Distinction between strikes and lockouts.**—The statistics prepared by the United States Department of Labor, as well as those contained in the official reports of France, Germany, and Austria, make a distinction between strikes and lockouts. This distinction is one exceedingly difficult to draw in practice, and it probably serves no altogether satisfactory purpose in the presentation of most of the statistics of industrial disturbances. The relatively slight difference between strikes and lockouts is recognized by the Department of Labor itself, which uses the following language in reference to it:

"A strike occurs when the employees of an establishment refuse to work unless the management complies with some demand. A lockout occurs when the management refuses to allow the employees to work unless they will work under

some condition dictated by the management. It appears therefore that these two classes of industrial disturbances are practically alike, the main distinction being that in a strike the employees take the initiative, while in a lockout the employer first makes some demand, and enforces it by refusing to allow his employees to work unless it is complied with. Some difficulty has been experienced in classifying certain of these disturbances, especially those which occurred in the earlier years included in this report, owing to the inadequate information obtainable as to their causes and because of the very slight difference between a strike and lockout as mentioned above."[1]

As a matter of fact, the distinction between strikes and lockouts is scarcely correctly indicated by the above quotation. It is not true that every strike involves a demand initiated on the part of the employees. The statistics of strikes show that a very common cause of refusal to work is unwillingness to accept new terms proposed by the employers. On the other hand, a lockout may perhaps be clearly defined in the language above quoted, although it may readily happen that a lockout may owe its first initiation to a demand on the part of the employees. The only really accurate and important distinction between industrial disputes would be drawn by grouping together on the one hand all cessations of employment which result from a movement begun in the first instance by the employees, and by including on the other hand all cessations of employment resulting from the initiation of the employer in making some change in the conditions of employment. This is not, however, the distinction made by the Department of Labor, nor by the other Governments which separate strikes from lockouts in their statistics. It would perhaps give a clearer idea of the extent, cause, and results of industrial disputes if the statistics for both strikes and lockouts were grouped together in every case. Thus, for example, in the classification of causes, instead of treating some strikes as being caused by resistance to reduction of wages and some lockouts as being due to desire to enforce reduction of wages all disturbances of this sort would be brought together under the general cause "proposed reduction of wages."

An unfortunate result which may arise from careless interpretation, on the part of the general public, of the distinction between strikes and lockouts is connected with the tendency to attribute a certain degree of blame to the party inaugurating the dispute. It appears that there is a much larger proportion of strikes than of lockouts, and employees are blamed for it. When it is ascertained that a considerable number of disputes classed as strikes are due to resistance to proposed changes on the part of the employer, some of this onus is removed, but that fact is not always understood by the ordinary reader of newspaper accounts of individual strikes or to the reader of strike statistics. Doubtless the majority of industrial disturbances are due to demands of workingmen rather than to changes proposed by the employer, but the proportion due to action of the employees is not so great as the proportion of strikes compared with lockouts, as the words are ordinarily used, would indicate.

The numbers of lockouts as indicated by the statistics of all countries is so small that the conclusions as to industrial disputes which may be drawn from the consideration of the statistics of strikes alone would not in most cases be greatly modified by inclusion of the figures regarding lockouts. For this reason, in most of the discussion which follows, reference is made only to statistics regarding strikes. As to the more important matters, however, the statistics of lockouts have been considered likewise, so far as the official figures make this possible.

2. Basis of statistics.—The summary tables prepared by the Department of Labor in its reports on strikes and lockouts give both the number of establishments in which these disturbances have occurred and also the number of strikes or lockouts themselves, as the term is usually understood. Many disputes, of course, cover several different establishments, the average number of establishments to a strike during the years 1881 to 1900 being 5.2. Strikes are of all degrees of magnitude. In some only 1 establishment is affected; in others the strike may extend through a city, a State, or an entire section of the country, involving hundreds or even thousands of separate plants or enterprises. Statistics as to the causes and results of strikes which take the individual strike alone as a basis might evidently be very misleading in some regards. Thus a strike won by employees in 100 or 1,000 establishments would count no more in the table of statistics as to the results of strikes than would an unsuccessful strike in which a few employees in a single establishment were concerned. Statistics of results on the basis of establishments, such as are presented by the Department of Labor, are therefore somewhat more satisfactory than those based on individual strikes and lockouts, since the more important disputes will, on the average, each con-

[1] Rep. U. S. Dept. of Labor, 1894, p. 9.

ern more establishments than the less important, so that an approach toward proper weighting will be secured. Nevertheless there are very great differences n the size of establishments and the number of persons employed. A successful trike in an establishment employing 1,000 men counts for no more in the sum- naries of results based on establishments than an unsuccessful strike in an stablishment employing 10 persons. Comparison between different trades as egards prevalence of strikes and lockouts and their results are likely to be specially misleading if made on this basis alone, because of the wide differences n the average size of establishments for the different trades.

The most satisfactory basis of comparison as to strikes is, for most points, the umber of employees involved. Thus it is of more importance to know that 40 er cent or 50 per cent of the employees thrown out by strikes and lockouts have von their cause or have lost it than to know that in 40 or 50 per cent of the stablishments concerned the workingmen have been successful or unsuccessful. he figures of the Department of Labor show distinctly that the proportions of uccess and failure differ greatly according as the one or the other basis is taken. he tables prepared by the Department give the number of persons thrown out f employment by strikes and lockouts for all industries combined from year to ear, and the number of employees who are successful or unsuccessful is also iven for the country as a whole. But the number of workingmen who have been uccessful or unsuccessful is not given for separate industries, and the number of ersons thrown out of employment by strikes or lockouts for specific causes is lso not indicated.

The reports of the Department of Labor do not cover strikes lasting only a single ay or less, which are quite numerous and important but which can not readily e traced.

3. Statistics of strikes and lockouts for all trades.—The following table shows for each ear from 1881 to 1900 the number of strikes and lockouts in the United States, he number of establishments affected, and the number of employees thrown out f work:

Strikes and lockouts by years, January 1, 1881, to December 31, 1900.

Year.	Strikes.	Establishments affected by strikes.	Average establishments to a strike.	Employees thrown out of employment by strikes.	Lockouts.	Establishments affected by lockouts.	Average establishments to a lockout.	Employees thrown out of employment by lockouts.
881	471	2,928	6.2	129,521	6	9	1.5	655
882	454	2,105	4.6	154,671	22	42	1.9	4,181
883	478	2,759	5.8	149,768	28	117	4.2	20,512
884	443	2,367	5.3	147,054	42	354	8.4	18,121
885	645	2,284	3.5	242,705	50	183	3.7	15,424
886	1,432	10,068	7.0	508,044	140	1,509	10.8	101,980
887	1,436	6,589	4.6	379,676	67	1,281	19.1	59,630
888	906	3,506	3.9	147,704	40	180	4.5	15,176
889	1,075	3,786	3.5	249,559	36	132	3.7	10,731
890	1,833	9,424	5.1	351,944	64	324	5.1	21,555
891	1,717	8,116	4.7	298,939	69	546	7.9	31,014
892	1,298	5,540	4.3	206,671	61	716	11.7	32,014
893	1,305	4,555	3.5	265,914	70	305	4.4	21,842
894	1,349	8,196	6.1	660,425	55	875	15.9	29,619
895	1,215	6,973	5.7	392,498	40	370	9.3	14,785
896	1,026	5,462	5.3	241,170	40	51	1.3	7,668
897	1,078	8,492	7.9	408,391	32	171	5.3	7,763
898	1,056	3,809	3.6	[1] 249,002	42	164	3.9	14,217
899	1,797	11,317	6.3	417,072	41	323	7.9	14,817
900	1,779	9,248	5.2	505,066	60	2,281	38.0	62,653
Total	22,793	117,509	5.2	[1] 6,105,694	1,005	9,933	9.9	504,307

[1] Not including the number in 33 establishments for which these data were not obtainable.

The total number of strikes for the 20 years covered by these tables is seen to be 22,793. The number of establishments affected by these strikes was 117,509, making an average of 5.2 establishments affected by each strike. The number of establishments affected by lockouts is less than one-tenth as great as the number affected by strikes—9,933. The number of lockouts was 1,005, and the average number of establishments per lockout 9.9, a much larger proportion than in the case of strikes.

The number of employees thrown out of employment by strikes during the years 1881 to 1900 was 6,105,694, while the number thrown out by lockouts was again less

than one-tenth as great—504,307. The average number of employees affected each strike was 268, and by each lockout 500.

It is particularly to be noticed that the figures above given regarding the number of persons thrown out of employment by strikes are not the same as figures regarding the number of persons who actually originated strikes. In many cases the cessation of work by one body of employees forces out of employment others in the same establishment, or even in other establishments, who perhaps have no grievance or desire to strike. While the total number of persons forced out of employment by strikes from 1881 to 1900 was 6,105,694, the number of strikers during the same period was only 4,694,849.

It should also be remembered that the same persons may strike two or more times in a single year, in which case they would be duplicated in the statistics of the number of strikers. The same is true of the figures for persons thrown out of employment.

It will be observed that the number of strikes and of persons thrown out by strikes varies greatly from year to year. Aside from mere elements of chance, from special causes which could not be distinctly traced without the most elaborate investigations, there are doubtless certain general influences affecting the frequency of strikes throughout the country. It is noteworthy, for instance, that since 1886 the average annual number of strikes, as well as the number of establishments affected and the number of persons thrown out of employment, has been much greater than during the years 1881 to 1885—approximately, at least twice as great. While this difference may perhaps be partly due to incompleteness of the figures for the earlier years, it is also doubtless to some extent explicable by the growth of the organized labor movement and by the increasing demand of workingmen for a larger share of the product of industry and for better conditions generally. The years 1886 and 1887 mark the culmination of the strength of the Knights of Labor, and the very large number of strikes and of strikers in those years is probably due in part to the activity of that organization.

The large number of strikes and strikers in 1894 was probably largely due to the great railway disputes in that year, which affected a very considerable proportion of the railway employees of the country, and which had some influence in leading workingmen in other lines of industry to strike also. The increase in the number of strikes during 1899 and 1900 has been attributed by many labor leaders to the prosperity of those years, after the long depression, workingmen putting forth vigorous efforts to secure a share in the generally advancing prosperity. It seems, however, impossible, from a close scrutiny of the statistics of strikes and lockouts throughout the entire 20 years covered by these tables, to show any general parallelism between the number of labor disputes and the state of prosperity or depression of general business. Workingmen are sometimes moved to strike during hard times in resistance to reductions of wages, although often the more conservative leaders advise them against such a step on the ground that it would prove futile. On the other hand, in times of prosperity, workingmen often deem it necessary to strike in order to secure what seems to them a proper share of the increased prosperity of industry.

It should be noted, however, as regards strikes during hard times, that the fact that an increase in the number of persons out of employment on strike does not necessarily mean a corresponding increase in the total amount of unemployment above what would have existed in the absence of an added prevalence of strikes. When hard times come the first thought of employers is apt to be reduction of wages with a view to meeting the fall in prices of products. To this reduction workingmen may object and strikes result. In many cases, however, in the absence of a strike employers find that even with reduced wages their establishments can not be run at a profit. The closing of factories follows, and many men are thus thrown out of employment. It is doubtless often true that those who go out on strike under such circumstances merely anticipate what would have been an inevitable cessation of employment.

While the number of strikers has tended to increase somewhat during the period covered by the above table, each 5-year period showing a somewhat larger number than the one before, the increase, except as compared with the years 1881–1885, is scarcely if at all greater than that in population, and is less than the increase in the number of persons employed in those industries in which strikes are likely to occur.

The average number of establishments affected by each strike has varied greatly from year to year. The average number of employees thrown out by each strike has varied much less. This fact would seem to show that strikes have in some years been especially numerous in trades where each establishment employs a large number of men; while in other years the trades most engaged in strikes have apparently been those in which the establishments are smaller. The total

aber of strikes, as we shall see, is greatly influenced by the number in the lding trades. Nearly one-fifth of all strikes occur in these trades. In them establishments are usually small. The unions are strong and each strike is ly to reach numerous establishments. The number of establishments affected strikes in these trades is about 35½ per cent of the total number of establishnts in all trades affected by strikes. An increase in the tendency to strike in se trades in any year will therefore increase materially the total number of ablishments in which strikes occur without correspondingly increasing the al number of persons out of employment by reason of strikes.

The indications as to the prevalence of labor difficulties from year to year are t materially affected by the inclusion of the statistics of lockouts, except in the se of the years 1886, 1887, 1892, and 1900, when the number of establishments ected by lockouts and the number of persons thrown out of employment by em was, as compared with the number of strikes, much higher than usual, thus nsiderably increasing the figures for the total number of labor disputes and of rsons affected by them. For the year 1886 it appears that no less than 610,024 rsons were thrown out of employment by strikes and lockouts, a number ceeded only in 1894, and considerably greater than in 1900, when both classes disputes threw 567,719 persons out of employment. There seems to be no ecial connection between the number of strikes and the number of lockouts. his of course follows from the fact that there is really so little difference between ie strike and the lockout that a difficulty which under one set of circumstances ight lead to the application of the term lockout, would under other circumances be classed as a strike.

In order to arrive at a more adequate idea as to the significance of the figures oncerning the number of persons thrown out of employment by strikes and lockuts, it is necessary to compare these figures with the total number of persons mployed. The average number thrown out of employment at some time during ach year from 1881 to 1900 was 305,285. The number of persons thrown out of mployment by lockouts in the same period averaged each year 25,215. The total umber thrown out each year by both classes of disputes has averaged 330,500.

If we take the statistics of occupation according to the census of 1890,[1] we must xclude farmers and agricultural laborers, domestic servants, those engaged in professional service, merchants, and dealers, and employers generally, since among these classes strikes can scarcely be expected to occur. With these deductions, we find the number of persons, over 16 years of age, employed in 1890 in the various industries subject to strike to be 9,843,466. This number is doubtless considerably greater than the average number of persons actually employed in the establishments covered by the investigation as to strikes. Many persons who rank as belonging to certain occupations are either permanently out of employment or out of employment part of the time. Moreover some of those included are independent workmen or even employers in a small way. Nevertheless this figure may be fairly compared with the average number of persons thrown out by strikes.

By this comparison we find that during the years 1881 to 1900 there were on the average 31.02 persons thrown out of employment by strikes, at some time during each year, for every 1,000 persons employed in occupations subject to strike. In other words, 1 person out of every 32.2 was thrown out of employment by strikes each year.

The number of persons thrown out of employment by lockouts each year was 2.57 for every 1,000 persons employed. The number of persons thrown out of employment yearly by lockouts and strikes combined was 33.59 per 1,000, or about 1 out of every 29½ persons employed. In another connection we shall consider the average number of days lost by each of these strikes, with a view to ascertaining the proportion of the working time of American employees which is lost through labor disputes. (See p. 664.)

The number of strikes in different States of the Union is shown by one of the tables of the report of the Department of Labor. It is conspicuous that the number of strikes and of persons thrown out of employment bears little proportion to the total population. This, of course is to be expected, since strikes very seldom occur in agricultural industries and are therefore likely not to be numerous in States where the great body of the population is engaged in such industries. Strikes, also, are relatively few in the Southern States, not only because of the prevailingly agricultural character of their industries, but also because the labor movement has become less advanced in these States than in the North. Thus in South Carolina only one-twentieth of 1 per cent of all the strikers of the country

[1] Figures for occupations by the census of 1900 are not yet available, and in any case 1890 is near the middle of the period covered by the strike statistics.

from 1881 to 1900 were found, while the proportion in North Carolina is only about one-sixtieth of 1 per cent. Strikes are most numerous naturally in the great manufacturing States. In the 5 States, Illinois, Massachusetts, New York, Ohio, and Pennsylvania, occurred from 1881 to 1900 74.78 per cent of all the strikes occurring in the country, the basis for estimating the number of strikes in this case being the establishments affected. The proportion of lockouts occurring in these 5 States is even higher, 84.81 per cent of the total number of establishments affected by lockouts from 1881 to 1900 being located in these States.

During the 20 years included New York shows the largest number of strikes as well as the largest number of establishments affected, the number of strikes being 6,460, representing 28.342 per cent of the total strikes during the period, and the number of establishments affected being 37,845, representing 32.206 per cent of the total number involved during the period. Pennsylvania follows with 2,846 strikes, or 12.486 per cent of total strikes, and Illinois with 2,640, or 11.583 per cent. As regards establishments affected by strikes, Illinois follows New York with 20,784, or 17.687 per cent, while Pennsylvania comes next with 18,438, or 15.691 per cent. The greatest number of employees thrown out of employment by reason of strikes is found in Pennsylvania, which shows 1,666,043 for the 20-year period, or 27.367 per cent. New York follows with 1,193,361, or 19.545 per cent; Illinois with 850.599, or 13.931 per cent; Ohio with 415,651, or 6.808 per cent; Massachusetts with 348,470, or 5.707 per cent, etc.

The fact that Pennsylvania shows the largest number of strikers of any State, although not the largest number of strikes or of establishments affected, is probably due to the frequent strikes in the coal mining industry, each of which is likely to affect a very considerable number of persons.

4. Prevalence of strikes by industries—Effect of labor organization.—It is especially important to consider the separate industries, with a view to ascertaining the relative prevalence of strikes and lockouts and to discussing the causes of their relative frequency or lack of frequency.

The table below gives information as to the prevalence of strikes by trades. The figures as to the number of strikes, of establishments involved, and of employees thrown out of work are taken from the report of the Department of Labor for 1900. By division the average number of persons thrown out in each trade per year has been ascertained and appears in the fourth column.

The relative prevalence of strikes in the various occupations has been determined by comparing the total number of persons thrown out by strikes with the total number actually employed in the respective trades, as shown by the census of 1890. Unfortunately, the census method of grouping occupations does not correspond to that of the Department of Labor, and comparison between the number of strikers and the number of persons employed is accordingly very misleading in some cases. The statistics of the Department of Labor are based upon the classification of establishments; thus, all the persons concerned in strikes in breweries would be brought under the head of the brewing industry. The census classification, on the other hand, takes account of the actual character of the work done by the individual employees. In a brewery there may be employed carpenters, coopers, engineers, and followers of other crafts, in addition to brewers and maltsters. Persons engaged in these special kinds of work in breweries are classed by the census under their respective special occupations, not under the head of the brewing industry. In some trades this difference in the two methods of classification employed is likely to make very little difference in the actual grouping of employees. Thus, it is probable that most of the employees of boot and shoe factories are actually engaged in the factory work and would be classed by the census as boot and shoe operatives. The same is true of employees in cotton, silk, woolen, and various other factories. So, too, probably most carpenters, bricklayers, and members of other crafts chiefly concerned with building are actually employed in the building trades, although some are employed in mines, factories, and other places. In other cases, however, the difference in the methods of classification must necessarily result in very considerable differences in grouping, rendering the comparison of figures entirely misleading. This is true, for instance, with regard to the transportation industries. The census figures for employees engaged in transportation apply only to those actually engaged in the conduct of traffic, such as engineers and firemen, the many mechanics and laborers employed in shops and on roadbed not being included under that head. Similar difficulties occur as regards the manufacture of machines, metals, and metallic goods. Many less-skilled workmen employed in connection with these industries are probably classed by the census as mere laborers. There are also molders and pattern makers employed in both these groups of occupations. Nevertheless, the figures for most trades are roughly comparable, so far as the methods of classification are concerned. In a few cases, and so far as possible, groups distinguished by

census under separate heads, which would yet come under one class of establishments as defined by the Department of Labor, have been combined. In the industry the difficulty has been avoided by taking the figures of the Geological Survey for the number of persons actually employed in connection with mines, ether miners or not, as a basis for comparison.

Another difficulty in comparison between the figures of the Department of Labor and those of the census is that in the various occupations the census includes many persons who are themselves independent workers, not employed by others, or who employ others in establishments having such very small numbers of employees as make strikes practically out of the question. The proportion of such craftsmen, not subject to strike, differs greatly in different industries. Thus among furniture and cabinet makers there are many persons employed in small shops throughout the country, or who are themselves owners of shops, who would naturally not be expected to strike. The same is true to a less degree in the building trades and in the trades concerned with the working of metals and of leather. In the case of the clothing trades there are included in the census figures tens and perhaps hundreds of thousands of dressmakers and milliners who do not work under employers, or who work in shops having only one or two employees. Strikes in the clothing industry are mostly confined to establishments employing a considerable number of persons, and the discrepancy in the methods of classification is so great as to make it not worth while to compare at all the number of strikers with the number employed in the trade as shown by the census.

In the case of the figures regarding public ways construction and public works construction, we have no census statistics of occupations to compare with the statistics of strikes. The persons employed on public ways and works will be found distributed under numerous heads by the census. They include laborers, carpenters, and other kinds of mechanics. The same is true in regard to the workmen employed in railroad-car building. In the case of domestic service strikes are confined, for the most part, to large hotels and similar establishments, and it is evidently absurd to compare the number of strikers with the enormous number of domestic servants of all classes, mostly employed singly, enumerated in the census.

With proper caution on account of the necessary elements of incomparability in the two classes of statistics, we may gain a rough idea as to the relative prevalence of strikes in some of the leading industries by the total number of persons in the trade, the average number of persons thrown out of employment by strikes yearly during the period from 1881 to 1900. This division gives the number of persons thrown out by strike per year to 1,000 persons employed in 1890. The figures obtained in this way are shown in the last column of the table.

Strikes and persons thrown out by them, by industries, January 1, 1881, to December 31, 1900.

Industries.	Strikes.	Establishments.	Employees thrown out of employment.		Average persons thrown out per year.	Total persons employed in trade, 1890.	Persons thrown out yearly to 1,000 persons employed in trade.
			Number.	Per cent of total.			
Agricultural implements	51	52	13,881	0.23	694	.....	.....
Boots and shoes	862	1,264	137,267	2.25	6,863	211,494	32.5
Brewing	81	364	8,948	.15	447	20,252	45.8
Brick	184	1,193	65,153	1.07	3,257	58,241	54.7
Building trades	4,440	41,910	665,946	10.91	33,297	1,103,377	30.2
Carpeting	137	353	53,740	.88	2,687	21,642	124.0
Carriages and wagons	57	889	11,958	.20	597	34,455	17.3
Clothing	1,638	19,695	563,772	9.23	28,188	.....	.....
Coal and coke	2,515	14,575	1,892,435	31.05	94,621	318,204	297.3
Cooperage	236	891	20,444	.33	1,022	47,134	21.7
Cotton and woolen goods	195	280	44,104	.72	2,205	.....	.....
Cotton goods	512	637	212,209	3.48	10,610	156,102	68.0
Domestic service	175	468	13,014	.21	6,507	.....	.....
Food preparations	408	5,126	110,245	1.81	5,512	239,623	23.2
Furniture	405	1,108	49,901	.82	2,495	61,207	40.7
Glass	374	599	89,151	1.46	4,457	31,727	140.5
Leather and leather goods	208	382	21,462	.35	1,023	82,283	12.2
Lumber	179	599	64,415	1.06	3,220	65,693	47.0
Machines and machinery	453	1,174	89,495	1.47	4,474	176,744	25.7
Metals and metallic goods	2,090	4,652	511,836	8.37	25,516	366,091	69.6

Strikes and persons thrown out by them, by industries, etc.—Continued.

Industries.	Strikes.	Establishments.	Employees thrown out of employment.		Average persons thrown out per year.	Total persons employed in trade, 1900.	Persons thrown out yearly to 1[illegible] persons employed in trade.
			Number.	Per cent of total.			
Musical instruments	54	86	6,995	.11	349	15,197	[illegible]
Paper and paper goods	43	43	1,552	.03	77	27,298	[illegible]
Pottery, earthenware, etc	75	179	25,350	.42	1,267	14,468	[illegible]
Printing and publishing	765	1,723	40,288	.66	2,014	129,896	[illegible]
Public ways construction	390	648	72,755	1.19	3,687	.....	.....
Public works construction	218	243	30,144	.49	1,507	.....	.....
Railroad-car building	94	96	25,573	.42	1,278	.....	.....
Rope and bagging	19	23	3,695	.06	184	7,501	[illegible]
Rubber goods	56	56	14,827	.24	741	15,906	[illegible]
Shipbuilding, etc	151	373	35,088	.57	1,754	22,914	[illegible]
Silk goods	287	398	53,819	.88	2,690	32,429	[illegible]
Stone quarrying and cutting	856	3,583	110,523	1.81	5,526	97,801	[illegible]
Telegraph and telephone	96	135	11,712	.19	585	51,895	[illegible]
Tobacco	1,509	6,153	251,096	4.11	12,554	106,356	[illegible]
Transportation	1,265	3,436	484,454	7.93	24,222	461,028	[illegible]
Trunks and valises	21	22	879	.01	44	6,024	[illegible]
Watches	20	20	2,756	.05	137	.....	.....
Wooden goods	294	1,056	53,359	.87	2,667	65,654	[illegible]
Woolen and worsted goods	289	307	58,985	.97	2,949	80,030	[illegible]
Miscellaneous	1,102	3,118	182,968	2.94	9,148	.....	.....
Total	22,793	117,509	6,105,694	100.00	305,285	9,843,466	[illegible]

In comparing the prevalence of strikes in different trades it must be remembered, as already pointed out, that idleness caused by strikes may often simply take the place of idleness which would have occurred in any case. In periods of depression when employers try to reduce wages, workmen may strike, merely anticipating by a short time the closing of the establishment by the employer himself on account of its unprofitableness. There are some industries especially where periods of idleness are very common and often seasonal. In these trades it is likely to be the case that a relatively large number of persons idle during strikes does not mean a corresponding increase in the total amount of unemployment above what would have existed in the absence of strikes. It follows also that the greater prevalence of strikes in a trade under such circumstances does not necessarily show a more combative and unstable disposition on the part of the workers in the trade than exists in other trades.

For instance, in the clothing trades, especially in the manufacture of ready-made goods, the work is usually crowded into certain periods of the year, and between these there are times of great dullness. It is during these intervals that strikes among clothing makers are most apt to occur, and, if they are extended into the period of busy work, the result is likely to be that that period will last longer than would otherwise have been the case, or that work will be rushed more rapidly, with perhaps consequent higher pay. In fact, strikes in the clothing trades in our large cities are often little more than pauses for negotiation as to the terms of labor during the following busy season, and in the absence of strikes the idleness would have been almost as great.

An important question often asked is as to the effect of labor organizations in increasing or decreasing the prevalence of strikes. There are many who hold that labor organizations become quarrelsome and dictatorial and are disposed to strike frequently, while the officers of the labor organizations deny this charge.

The statistics available concerning the number of strikes and strikers in the various trades apparently throw little light upon this question. As to many trades, in fact, it is impossible to arrive at a conclusion as to the extent to which they are organized, or otherwise. Statistics as to organized labor are few and untrustworthy, and this is especially true as regards earlier years covered by the strike statistics. It is, of course, a well-known fact that only a small proportion of all workingmen are organized, but the proportion differs greatly in different trades. There can be little doubt that among most groups of wholly unorganized workingmen strikes are less prevalent than among organized workingmen. As a matter of fact, a large proportion of unorganized workingmen are engaged in unskilled labor, where the supply is often so great that a strike would be sure to

efeat. The nature of the employment of unskilled labor, which is often ary, also tends to make strikes among them less frequent. It may be laid s a general proposition, almost axiomatic, that strikes are more likely to n trades or under conditions where there is a reasonable chance of success here there is little chance of success. The chance of success is greatest workmen are most necessary to their employer, and where they are most gent, best paid, and most strong generally. It is among such workingmen, re in a relatively strong position in their relations to their employers, that zation most flourishes. It obviously follows that strikes will usually be prevalent in organized trades. Moreover, a strike means collective action, can only grow out of consensus of opinion and a sense of unified interest. recisely such a state of feeling which is fostered by labor organizations, and , in their absence, is less likely to develop.

more important, however, to ascertain, if possible, whether strong labor izations, embracing a large proportion of the members of the trade, fur- d with benefit systems and led by powerful officers, are more disposed toward s than weak organizations. It is argued on the one hand that strong organi- ns, by the respect which they can command from employers, by the intelli- of their members and their officers, by their experience of the expensiveness ikes, and for other reasons, are more able to avoid strikes, and more disposed oid them, than weak organizations. It is urged that in weak organizations is usually little control over the local unions by more intelligent national rs; that the lack of accumulated funds and of benefit systems makes the bers less conservative; that the members generally are less intelligent and subject to whims and to the dictation of ignorant and unprincipled leaders the members of strong organizations. On the other hand, it is maintained me persons that strong organizations are more apt to strike because of the f that they are more likely to win their cause. That strength becomes, in f alone, an encouragement to strike is undoubtedly true, and if there were ther influences at work we should perhaps expect to find strong organizations ring strikes more frequently than weak organizations. It is urged further, ever, by the opponents of labor organizations, that with added strength they me more and more dictatorial; that instead of becoming more intelligent and servative they yield more and more to the leadership of demagogues, and that many strong unions the slightest grievance is instantly resented and made the und for a strike. What light do our statistics give as to the correctness of se opposing views?

pparently not much light as to the effect of labor organizations on strikes rded by the figures in the following table prepared by the Commissioner of bor, and showing from year to year the proportion of strikes which have been orted as ordered by labor organizations as compared with all strikes. It is by means certain that the reports as to the ordering of strikes are in every case cor- t. Again, it may readily be that in some instances the strikers are all members a labor organization, but that the strike was nevertheless not formally ordered a vote of the union, either local or national. The classification of the strike in ch a case would be somewhat doubtful. The mere fact that more than five- ghths of strikes are ordered by labor organizations, while probably one-eighth the workingmen in the manufacturing, transportation and mining industries e organized, is, of course, by no means indicative of a special predilection for rikes on the part of such organizations. As already suggested we have every ason to expect more strikes where organizations exist than where they are wholly anting.

Strikes and lockouts ordered by organizations. January 1, 1881, to December 31, 1900.

Year.	Strikes.	Lockouts.	Year.	Strikes.	Lockouts.
	Per cent.	*Per cent.*		*Per cent.*	*Per cent.*
1881	47.13	33.33	1892	70.72	22.95
1882	48.02	18.18	1893	69.43	21.43
1883	56.69	21.43	1894	62.88	9.09
1884	53.95	26.19	1895	54.25	7.50
1885	55.97	20.00	1896	64.59	2.50
1886	53.07	30.00	1897	55.25	3.13
1887	66.34	25.37	1898	60.42	7.14
1888	68.14	20	1899	62.05	9.76
1889	67.35	11.11	1900	65.43	5.00
1890	71.33	14.06			
1891	74.88	13.04	Total	63.46	17.01

From this table it will be seen that during the years 1881 to 1886 the proportion of strikes ordered by labor organizations in no case reached 60 per cent, being thus considerably less than the proportion ordered by labor organizations since 1887, which has fallen below 60 per cent only in 2 years, 1895 and 1897. The proportion of strikes due to the initiation of labor organizations seems to have been especially high during the years 1891 to 1893, immediately preceding the great business depression. There is no doubt that labor organizations have increased in strength during the past 20 years. It is also true that during the years of depression their membership fell off relatively, or at least ceased to increase as rapidly as before. The past 2 or 3 years of prosperity have witnessed a marked increase in the strength of labor organizations, but the figures do not show any material increase in the proportion of strikes due to their initiation.

As to most of the trades covered by the statistics of strikes, it is impossible to express a certain opinion as to whether the workingmen are strongly organized or otherwise. There are available no general statistics showing what proportion of the total number of persons employed in the respective trades belong to labor organizations, and, even if such figures were at hand, they would not always indicate the ability of the unions to cope with employers. The form of organization, the intelligence and spirit of officers and members, and many other factors enter into the making of the strengh or weakness of a labor organization. In some cases an industry comprises widely different grades of employees. Thus in the iron and steel industry there are very highly skilled men, strongly organized in the Amalgamated Association, while there are also many unskilled and unorganized men. There are, however, a few trades in which it is well known that the labor unions are strong, in the sense of including a large proportion of the members of the craft, and possessing vigorous administration and effective means of mutual aid during strikes. There are a few other important trades in which it is equally certain that labor unions are either for the most part lacking or are very weak.

Another possible indication as to the strength of labor organizations in the various trades is found in the statistics of strikes themselves, which distinguish between those ordered by labor organizations and those not so ordered. If a large majority of the strikes in a given industry are ordered by labor organizations it may either be an indication of the fact that those organizations are peculiarly disposed to strike, or it may be merely an indication that the great majority of the workingmen in the district belong to the organizations, so that practically all the strikes ordered must be ordered by them. On the basis of such indications, the following table has been drawn up, comparing the tendency toward strikes on the part of strongly and weakly organized trades:

Number of strikers in strongly organized and weakly organized industries, 1881–1900.

	Strikes ordered by organizations.	Strikes not ordered by organizations.	Persons thrown out yearly by strikes per 1,000 persons employed, 1890.		Strikes ordered by organizations.	Strikes not ordered by organizations.	Persons thrown out yearly by strikes per 1,000 persons employed, 1890.
STRONGLY ORGANIZED.				WEAKLY ORGANIZED.			
Glass trade	188	186	140.5	Coal and coke	1,903	1,209	297.3
Tobacco	1,102	407	118.1	Carpeting	45	92	124
Shipbuilding	83	68	76.6	Silk goods	133	154	83
Stone cutting	612	244	56.8	Cotton goods	106	406	68
Transportation	554	708	52.5	Brick	96	88	54.7
Brewing	73	8	45.8	Rubber	13	43	46.7
Building trades	3,989	451	30.2	Woolen	37	252	36.8
Machine trades	300	152	25.7	Boots and shoes	639	223	32.5
Printing	657	108	15.5	Paper	8	35	2.8
Total	7,558	2,382	[1] 62.47	Total	2,380	2,502	[1] 82.36

[1] Average.

It will be observed that in all of the 9 strongly organized trades, except glass, shipbuilding, and transportation, a very large proportion of all strikes are ordered by labor organizations. As shown by the table above, about 63 per cent of strikes in all industries from 1881 to 1900 were ordered by labor organizations, while for the nine strongly organized trades selected for comparison the average percentage of all strikes which were ordered by labor organizations was fully 76 per cent. The proportion of strikes ordered by labor organizations is especially

the building trades, where about seven-eighths of all strikes from 1881 to ok their origin in the action of labor organizations. These trades are well to be especially strongly organized.

the other hand, in the 9 trades of the weakly organized group, less than f all the strikes during this period were ordered by labor organizations— being so ordered as compared with 2,502 not ordered by labor organizations. oot and shoe trade is the only one in this column which shows a larger pro- n of strikes ordered by labor organizations than the average for all trades country; but this trade nevertheless is known to be weakly organized. workers in the coal and coke industry, until very recent years, were either ganized or weakly organized, and we find that in this industry only a little than half of all strikes during the twenty years covered by the statistics ordered by labor organizations.

already suggested, the fact that in the group of strongly organized trades a r proportion of strikes are ordered by labor organizations than in the second p of weakly organized trades is in itself not necessarily an indication of a ter tendency to strike on the part of strong organizations. A more satisfac- basis of comparison is found in the figures showing the number of persons wn out of employment yearly by strikes in proportion to the number of per- employed in the respective industries. These figures are given in the last umn of the above table. It will be seen that from 1881 to 1900 the average aber of persons thrown out of employment yearly, per thousand of persons loyed, in the 9 strongly organized trades, was 62.4, while in the weakly organ- industries the proportion was 82.8. This apparently indicates on the surface reater tendency toward strikes in the weakly organized industries.

t will be remembered, however, that the figures given relate not to the num- actually striking, but to those thrown out of employment by strikes. In some the industries where the workingmen, as a whole, are not well organized, there ay be cases where a small group of strongly organized workers in the industry ay, by striking, throw many others out of employment.

It should be noted, moreover, that the high proportion of strikes in the weakly ganized trades is largely explicable by the very large number of strikers in the al and coke industries. The total number of establishments affected by strikes this industry during the 20 years from 1881 to 1900 was 14,575, out of a total 117,509 establishments affected by strikes in all trades. The average number f persons thrown out of employment per year in this industry was 94,621, so that r every 1,000 persons employed there was on the average during these 20 years 97 persons on strike at some time in each year During most of the years cov- red by these statistics the mine workers' organizations were of very little power nd importance. It is especially important to observe, however, as in large part xplaining the high prevalence of strikes, that in both bituminous and anthra- ite coal mines there has been for a long period of time an oversupply of labor and an overcapacity for production. The number of mines opened has been much greater than was necessary to satisfy the demand, and the average num- ber of days on which mines operate has for many years been very much less than the possible total number of days—ranging from 160 to 250 out of a possible 313 days. The strikers in the mines have in most cases probably simply sought to make the periods of idleness come at times which would be most convenient for them, instead of allowing them to come at times most convenient for the employ- ers. It is doubtful if the total amount of idleness in the industry has been mate- rially increased by the strikes. It is certainly true that in many years in which strikes have been less numerous the period of idleness has been fully as great as in years when they were more numerous.

If the strikes in the coal and coke industry should be eliminated from the above table we should find approximately the same proportion of strikers per 1,000 per- sons employed in the weakly organized trades named as in the strongly organized. Indeed, as between the various trades under each group there is the widest pos- sible variation in the proportion of strikers. Thus among the strongly organized trades we find the glass trades with no less than 140 persons thrown out of employ- ment yearly per 1,000 persons employed, and at the other extreme the printing trade in which only 15.5 persons were thrown out by strikes per 1,000 employed. Among the weakly organized trades we have a gradation from 124 strikers per 1,000 in the carpeting industry to only 2.8 per 1,000 in the paper manufacturing.

It is perhaps worthy of notice that in most of the trades enumerated under the weakly organized group the employment of women is an important factor. Four of these industries have to do with the manufacture of textile goods, while in rub- ber, boot and shoe, and paper factories women are also very commonly employed. It is a familiar fact that in trades where the proportion of female labor is large it is

difficult to maintain strong labor organizations or a high rate of wages. It is generally believed that women are much less prone to strike than men. This opinion, however, is apparently not borne out by the facts as regards those trades in which the employment of women is largest. The following table shows, for the industries in which women are most commonly employed, the percentage of females employed, and the percentage of the total number of strikers in the trade from January 1, 1887, to December 31, 1900, who were females. The figures of the Department of Labor cover only the 14 years indicated. They refer to the actual number of strikes, and not to the number of persons thrown out of employment as the result of strike, and hence give a fair view of the disposition of women to strike:

Percentage of females employed and of female strikers.

Industry.	Percentage of females employed, 1890.	Percentage of females among total strikers 1887-1900.
Boot and shoe workers	15.8	22.
Carpet manufacture	51.7	38.
Cotton-mill operatives	53.8	50.
Rubber goods	40.2	49.
Silk goods	59.3	32.
Tobacco	25	29.
Woolen and worsted goods	43.4	47.

From this table it will be seen that the proportion of strikers who are females in the industries named does not, on the average, differ greatly from the proportion which the number of females employed in the industry bears to the entire number of persons employed. In the manufacture of rubber goods, of tobacco, of woolen goods, and of boots and shoes the women apparently show a greater disposition to strike than the men. On the other hand, the proportion of male strikers is greater in the carpet, cotton, and silk industries. It may be true, indeed, that the initiative in strikes in establishments where both men and women are employed comes in more instances from the men than from the women, but as to this point the statistics give no information.

The comparatively high proportion of strikers in the carpet, silk, and cotton industries is perhaps explicable in part by the seasonal nature of the trades. Especially during the period of depression following 1893 the mills in these industries were frequently closed for lack of demand for their products; and at all times there is a tendency toward alternate periods of activity and of sluggishness in these industries. It may be, therefore, that the employees, as in the coal and coke industry, merely seize the occasion to strike in anticipation of a time when, perhaps, in any case the mills would be closed, so that the total of unemployment may not be so greatly increased by strikes as would appear at the first glance.

It seems, therefore, from a careful comparison between strongly organized and weakly organized trades, that no definite conclusion can be reached as to whether the existence of strong labor organizations tends to increase strikes or to decrease them. So many other factors enter into the determination of the number of strikes in the various trades that this one factor can not be clearly differentiated. Perhaps the most near approach to similarity in conditions, aside from the matter of organization, is found between the building trades and the coal and coke industry, both of which are subject to seasonal fluctuations in employment, and both of which employ exclusively men. Nevertheless, the building trades can not be said to be overcrowded in the same way that the coal and coke industry is, and the much smaller proportion of strikers in them (30.2 per thousand persons employed), as compared with the coal and coke industry (297.3 per thousand), is probably partly due to this difference in the degree of competition for work. The strength of organization in the building trades, however, is doubtless influential in reducing the number of strikes. If it were possible to distinguish between the strikes of bituminous coal miners and of anthracite coal miners we should find a very great reduction in the number of persons thrown out of employment by strikes in the bituminous coal mines since about 1897, when the labor organization, the United Mine Workers, first became strong. As elsewhere pointed out, this organization has entered into a system of joint conferences with employers which has greatly reduced the number of strikes, and in some important fields has practically done away with them altogether.

evalence of lockouts, by industries.—The following table shows for the years 1900 the number of lockouts, and of persons and establishments concerned in:

Lockouts, by industries, January 1, 1881, to December 31, 1900.

Industries.	Lockouts.	Establishments.	Average establishments to a lockout.	Employees thrown out of employment.	
				Number.	Per cent of total.
ıltural implements	4	5	1.3	930	0.184
and shoes	59	292	4.9	37,013	7.339
ng	16	166	10.4	7,173	1.422
	4	49	12.3	2,114	.419
ing trades	95	5,001	52.6	120,057	23.806
ting	4	4	1.0	3,717	.737
ges and wagons	2	2	1.0	235	.047
ing	100	2,034	20.3	83,606	16.578
and coke	45	56	1.2	12,879	2.554
erage	12	21	1.8	1,132	.225
n and woolen goods	2	2	1.0	853	.169
n goods	20	51	2.6	12,941	2.566
estic service	8	20	2.5	311	.062
preparations	24	49	2.0	22,967	4.554
niture	34	141	4.1	4,037	.801
s	40	138	3.5	26,845	5.323
her and leather goods	16	138	8.6	7,781	1.543
ber	5	19	3.8	3,249	.644
hines and machinery	25	25	1.0	4,213	.835
als and metallic goods	130	272	2.1	36,055	7.149
sical instruments	4	14	3.5	4,355	.864
tery, earthenware, etc	5	30	6.0	4,410	.875
nting and publishing	88	117	1.3	3,070	.609
e and bagging	1	1	1.0	300	.060
pbuilding, etc	8	7	2.3	357	.071
k goods	5	6	1.2	2,098	.416
ne quarrying and cutting	43	516	12.0	15,864	3.146
legraph and telephone	1	1	1.0	15	.003
bacco	124	339	2.7	41,762	8.281
nsportation	23	127	5.5	10,875	2.156
atches	1	1	1.0	65	.013
oolen goods	11	51	4.6	1,716	.340
oolen and worsted goods	12	25	2.1	7,820	1.551
scellaneous	39	218	5.5	23,492	4.658
Total	1,005	9,933	9.9	504,307	100.000

The figures regarding the prevalence of industrial disputes in different trades re for the most part not greatly modified by including the lockouts in addition o the strikes. It has already been pointed out that the total number of lockouts nd of persons thrown out of employment by lockouts is less than one-tenth as great as the corresponding figures for strikes. There are some trades, however, in which the number of lockouts, as distinguished by the Department of Labor, is unusually large, and it may be worth while to notice these especially.

Thus, in the boot and shoe trade the total number of employees thrown out of employment by lockouts during the years 1881 to 1900 was 37,013, or more than one-fourth of the number of persons thrown out by strikes. If we combine the figures for strikes and lockouts we find that the average number of persons thrown out of employment by both these causes of disturbances in this trade is 8,714 per year, as compared with 6,863 thrown out by strikes alone. For every thousand persons employed in boot and shoe factories in 1890 the number thrown out of employment per year by strikes and lockouts is about 41.2, as compared with 32.5 for strikers alone.

The other trades in which the inclusion of lockouts makes an important difference in the statistics are the building trades, the glass trades, and the tobacco trade. The relative figures are shown in the following table:

Persons thrown out of employment by strikes and lockouts, 1881–1900.

Industry.	Number thrown out per year by strikes.	Number thrown out per year by lockouts.	Number thrown out by strikes and lockouts.	Number thrown out by strikes per 1,000 employed.	Number thrown out by strikes and lockouts per 1,000 employed.
boots and shoes	6,863	1,851	8,714	32.5	41.
Building trades	33,297	6,001	39,298	30.2	5
Glass	4,457	1,342	5,799	140.5	18
Tobacco	12,554	2,088	14,642	118.1	13

II. FOREIGN COUNTRIES.

1. **Great Britain.**[1]—The British statistics of strikes and lockouts do not endeavor to separate the two classes of disputes, although both words are used in the titles of the reports and tables. The basis for calculation in the British reports is the individual strike or lockout and not the establishment in which the dispute occurs. Fortunately the reports of later years give full statistics as to the number of persons affected by strikes, the number of persons concerned in successful and unsuccessful strikes, and in strikes for different causes, etc. During the most recent years the British authorities have distinguished between the number of persons actually engaged in strikes or lockouts, and the number of persons thrown out of employment as the result of strikes and lockouts. Since the earlier statistics, however, gave only the figures for the total number of persons thrown out of employment, these figures are here used for the later years also, disregarding those for the number of actual strikers and of employees locked out.

The following table shows, for the years 1890 to 1900, the number of strikes and lockouts in Great Britain and Ireland, the number of persons affected, and the number of days of time lost, together with the average number of days lost by each person affected by strikes and lockouts.

Number, time lost, and persons affected by strikes and lockouts, Great Britain and Ireland, 1890 to 1900.

Year.	Total strikes and lockouts.	Persons affected (directly and indirectly).	Days of lost time.	
			Number.	Average per person affected.
1890	1,040	373,650	7,317,469	19.5
1891	906	258,718	6,809,371	26.3
1892	700	351,243	17,248,376	49.1
1893	782	627,969	31,205,062	49.7
1894	1,061	324,245	9,322,096	28.8
1895	876	263,758	5,542,652	21
1896	1,021	198,687	3,748,525	18.9
1897	864	230,267	10,345,523	44.9
1898	711	253,907	15,289,478	60.2
1899	719	180,217	2,516,416	14
1900	623	184,773	3,784,985	20.5
1890–1900	9,303	3,247,434	113,129,953	34.9

It will be seen that the total number of persons affected by strikes and lockouts during these 11 years was 3,247,434, or an average for each year of 295,220 persons at some time out of employment on account of labor disputes. It will be remembered that in the United States from 1881 to 1900, on the average, 305,285 persons were thrown out of employment each year by strikes alone, while if the figures for lockouts should be added the number would be brought up still further above

[1] Reports of Chief Labour Correspondent on Strikes and Lockouts, 1890–1899; Bulletin United States Department of Labor, 1895, p. 30; 1899, p. 867; (British) Labour Gazette, 1901, pp. 4, 5.

nglish figure. The population of the United Kingdom is less than two-thirds eat as that of the United States. Nevertheless, the proportion of the popu- n which is engaged in those pursuits in which labor disputes are likely to occur ich greater in Great Britain than in the United States. Thus it is well known the relative importance of the agricultural industry in the island kingdom is slight as compared with its importance in this country. Taking the cen- figures for Great Britain for 1891[1] we find that there were actively engaged ining, manufacturing, industrial, and commercial pursuits—in which only es are at all likely to occur—10,689,018 persons. This number includes some loyers and other classes whom we were able to exclude from the correspond- figure in the United States (9,843,466), so that it is probable that the classes eople actually subject to the possibility of strikes are about equal in number he two countries. On the basis of the above number for Great Britain, how- , it appears that from 1890 to 1900, on the average, 27.6 persons out of every 0, or 1 person out of 36, engaged in such occupations was thrown out of loyment at some time during each year by strike or lockout, as compared with out of 1,000 thrown out by strikes and lockouts in the United States. The ditions in the two countries as regards the prevalence of industrial disputes therefore not widely different, though Great Britain shows a somewhat aller proportion of strikes and lockouts.

t will be seen that the number of persons affected by strikes in Great Britain m year to year varies quite independently of the total number of separate ikes and lockouts. This shows, of course, that there are great differences in relative importance of different strikes and lockouts. The British statistics ve for recent years distinguished between strikes and lockouts of different grees of magnitude, and it is found that in several years two or three large sturbances account for a very large proportion of the total number of strikes those years respectively.

The number of persons thrown out of employment by strikes and lockouts in Great itain and Ireland was smallest in 1899 (180,217) and largest in 1893 (627,969). ie extremely large number in the earlier year was accounted for by the general rike in the great coal-mining industry. It will be observed that the number of rsons affected by strikes and lockouts from 1890 to 1894 was considerably larger an the number for the 6 later years covered by the table. It is probable that, maintained by the British labor department, the growing extent of the system trade conciliation and arbitration in part accounts for the decrease in the umber of persons thrown out of employment by labor disputes.

As just pointed out, the statistics of strikes in Great Britain distinguish etween disputes of different degrees of magnitude. It appears that in the year 898 more than half of all the persons affected, 51.2 per cent, were involved in 3 reat strikes, while 25 per cent more of those thrown out of employment were ngaged in 68 other large strikes, involving more than 500 persons each. In 1897 strikes included 31.6 per cent of the number of persons thrown out of employ- nent, while 80 other strikes, each involving more than 500 men, accounted for 37 er cent more of the total number of persons affected. In 1896 there were rela- ively more small strikes. Only 9.6 per cent of all persons thrown out of employ- ment were concerned in strikes involving more than 5,000 persons, while 45 per ent of all persons affected were engaged in strikes involving less than 500 per- sons each. In 1899 and 1900 also there were fewer large strikes.

The following table shows the classification of persons affected by strikes and lockouts in Great Britain and Ireland each year from 1892 to 1900:

Table showing persons affected by strikes and lockouts during the years 1892 to 1900.

Industries.	1892.	1893.	1894.	1895.	1896.	1897.	1898.	1899.	1900.
Building	15,979	15,348	13,814	9,216	33,470	15,047	16,684	30,524	17,881
Mining and quarrying	120,386	506,182	216,580	83,879	67,203	49,392	177,029	46,831	78,677
Metal, engineering, and shipbuilding	40,121	30,415	27,974	46,439	48,210	97,189	21,432	21,119	18,929
Textile	103,255	46,041	40,027	64,279	33,717	37,001	24,978	61,499	23,940
Clothing	35,536	9,948	5,576	50,071	4,016	7,016	3,561	2,258	1,934
Transportation	12,542	15,557	11,546	4,263	3,320	12,523	3,478	12,611	23,275
Miscellaneous	28,002	12,640	8,167	5,552	8,211	11,784	6,261	4,212	25,187
Employees of public authorities	978	255	561	41	540	365	484	1,163	.....
Total	356,799	636,386	324,245	263,758	196,687	230,267	253,907	180,217	184,773

[1] On practically the same basis as that used for the United States.

The strikers in the building trades of Great Britain, as in the United States, seem to bear roughly the same proportion to the total persons employed in those trades as is found for the comparison of strikers and persons employed in all trades.

As in the United States, so also in Great Britain, the mining industry is peculiarly subject to trade disputes. Considerably more than one-half of the entire number of strikers during the years 1892 to 1900 were employed in the mining and quarrying trades, while in 1893, 1894, and 1898 fully two-thirds of the persons affected by labor disputes were employed in these lines. To be sure, in Great Britain the total number of persons engaged in mining and quarrying is larger than in the United States, there being 650,425 miners alone in the United Kingdom, as against 318,204 coal miners in the United States. The conditions in the mining industry in Great Britain are, roughly, similar to those in this country, although on the whole rather more favorable for the miners. Strikes, involving nearly all the workers in large districts, often occur, while one strike, in 1893, involved nearly half of the miners in the country. The recent development of systems of conciliation in the mining industry is tending to reduce the number of strikes, as may be clearly seen from the table.

The workingmen in the great metal, engineering (machinery), and shipbuilding trades of England are very strongly organized. Systems of conciliation and arbitration have been adopted in various localities for the settlement of trade disputes, yet the number of persons affected by strikes and lockouts in these trades is decidedly large, ranging from one-third to one-tenth of the total number of persons thrown out of employment by disputes, while only one twenty-fifth of the industrial population is employed in these trades (401,916). In 1897 especially there occurred an exceedingly widespread strike of the engineers.

The textile employees are the most numerous class of workers, aside from the unskilled laborers, in Great Britain. They numbered no less than 1,465,023 in 1891, or nearly one-seventh of the industrial population. It is not surprising that the number of persons affected by strikes and lockouts in these trades is large, averaging from year to year nearly one-sixth of the total number of persons affected by strikes and lockouts. The proportion of strikers to total workers in the textile trades is less in England than in our country.

The number of persons employed in transportation in Great Britain who are thrown out of employment by strikes and lockouts does not exceed in any one year 23,500 persons, and averages more nearly 10,000. The persons employed in railroad transportation (strikes are not likely to occur in water transportation) in Great Britain (222,668) is small as compared with the corresponding class in the United States. Strikes among dock laborers, which are quite numerous, come under this head. The number of strikers in the clothing-manufacturing trades in Great Britain, as in the United States, is comparatively small.

2. France.[1]—The French Government has presented detailed statistics of strikes each year since 1890, although the earlier reports are somewhat less detailed than those which have appeared in the more recent years. The following table shows the number of strikes and the number of strikers each year, together with the number of days' work lost by the strikers:

Strikes and strikers in France.

	Number of strikes.	Number of strikers.	Days lost.		Number of strikes.	Number of strikers.	Days lost.
1890	313	118,929	1,340,000	1896	476	49,851	644,188
1891	267	108,944	1,717,200	1897	356	68,875	780,944
1892	261	47,903	917,690	1898	368	82,065	1,216,306
1893	634	170,123	3,174,850	1899	739	176,722	3,550,734
1894	391	54,576	1,062,480				
1895	405	45,801	617,469	Total, 1890–1899.	4,210	924,486	15,021,841

From this table it is seen that the total number of strikes in France during the last decade was 4,210, involving 924,486 strikers, or an average of 219 persons per strike. From this it appears that the average strike in France involves a somewhat smaller number of persons than in the United States, where the average

[1] Compiled from the annual report of the French Office du Travail, Statistique des Grèves, 1890 to 1898; also from Bulletin de l'Office du Travail, September, 1900; see also summaries in Bulletin of United States Department of Labor.

ber of persons thrown out of employment, including some others besides ers, from 1881 to 1900 was 268. The average number of persons thrown out ployment each year by strikes in France was 92,448, as compared with 85 in the United States. It must be remembered, however, that the part he population in France which is actually employed in manufacturing, ng, and commercial pursuits—the ones in which strikes are likely to r—is very much less than the corresponding groups of population in the ed States. The French census statistics enable us to eliminate employers gether and to obtain the number of employees engaged in the above-named ses of occupations, which was 4,779,787 in 1891.[1] Thus it appears that on the age from 1890 to 1899 18.3 persons out of every 1,000 employed in these indus- in France went on strike at some time during each year, as compared with ersons thrown out of employment by strikes in the United States during the s 1881 to 1900 to each 1,000 of the industrial population.

he number of strikes in France, as shown in the table, appears to bear no par- lar relation to the number of strikers, showing, of course, that there are very at variations from year to year in the average size of strikes.

he fluctuation in the number of strikers in France from year to year is very spicuous, ranging from 45,801 in 1895 to 176,722 in 1899. It does not appear t there has been generally an increasing tendency toward strikes with the gress of time, although the figures for the last year are larger than those any other covered by the tables.

lore than one-half of the entire number of strikes and of strikers in France ring the years 1890 to 1899 were found in 3 trades—the textile industry, the tal-working industry, and the building trades. In these 3 industries there re 2,583 strikes, involving 490,162 strikers. Moreover, these trades show an pecially large proportion of strikers as compared with the total number of per- ns employed in them. The statistics show that on the average each year during e 10 covered by these tables 35.4 persons out of every 1,000 persons employed in e textile industry were on strike at some time during the year. In the metal dustries 31.4 persons out of every 1,000 employed were on strike at some time ring each year, while in the building trades the corresponding proportion was .2 out of every 1,000.

For the more recent years the French statistics show for each leading group of ades the proportion of strikers as compared with the number of persons employed the trade. These figures for the years 1895 to 1899 are tabulated below:

Strikers per 1,000 work people in respective trades in France, 1895–1899.

Industries.	1895.	1896.	1897.	1898.	1899.
Agriculture, fisheries	0.02	1.23	13.19	0.66	1.21
Mining and quarrying	21.13	42.12	47.22	27.80	174.12
Food products	6.97	3.80	13.20	12.09	13.27
Chemical industries	65.18	15.53	9.25	27.53	99.34
Printing	3.87	1.94	6.49	2.89	18.53
Hides and leather	16.66	12.19	7.62	14.56	32.73
Textiles proper	20.27	23.20	12.01	17.32	55.28
Clothing	.20	.81	.19	.37	.96
Woodworking	6.20	6.71	9.08	4.43	12.52
Metal refining	13.86	6.93	5.74	5.24	227.95
Metallic goods	7.61	16.64	13.61	18.58	89.07
Stone cutting and glass	24.50	28.60	4.77	11.12	71.82
Building trades	19.27	10.65	34.96	109.79	40.73
Transportation	16.61	2.80	5.22	7.22	35.41

From this table it appears that in general agriculture and fisheries are almost free from strikes, as might indeed have been anticipated. Somewhat curiously, however, we find that in 1897 no less than 13.19 persons out of every 1,000 employed in these occupations engaged in strikes. The mining and quarrying trades, which employ a very much smaller proportion of the entire population in France than in most countries, show a relatively high proportion of strikers. In no year from 1895 to 1899 was the number of strikers per 1,000 of the population engaged in these trades as small as the number of strikers for all trades per 1,000 of the industrial population during the years 1890 to 1899; while in the years 1896 to 1897 the proportion in the mining and quarrying trades was more than twice as high as this average for all trades. The chemical industries of France also

[1] Statesman's Year-Book, 1901, p. 540.

show a comparatively high proportion of strikers, especially in the year 1895 (65.18 per 1,000). The printing trades, on the other hand, are remarkably free from strikes, the highest number of strikers, in 1897, being equal to only 6.49 persons out of every 1,000 employed in these trades. The textile trades, which employ a larger number of persons in France than any other group of trades, show for the years 1895 to 1899 a proportion of strikers not differing greatly from the proportion for all trades combined, but it will be remembered that, taking the decade as a whole, these trades show a much larger proportion of strikers. In the metal working and machine trades the proportion of strikes is somewhat less than the average, the highest number, 1898, being 18.58 per 1,000 employees. We have already seen that the building trades in France have an especially large proportion of strikers. While the number of strikers in these trades in 1895 and 1896 was comparatively low, it rose to 34.96 per 1,000 persons employed in 1897, and to no less than 109.79 per 1,000 persons employed in 1898. The number of strikers in the transportation industries in France is proportionately much less than in most of the other occupations.

3. **Germany.**[1]—The German Empire began to present systematic statistics concerning strikes only in the year 1899, and figures for but a single year are as yet available. These are interesting in themselves, but doubtless they can not be assumed to be typical of the conditions in other years.

It appears that there were begun during this year 1,336 strikes, while 1,288 strikes were brought to an end during the year. The number of persons thrown out of employment in the strikes ending during the year was 109,460, of whom 99,338 were directly engaged in the strikes, the remainder being thrown out of employment incidentally. The German statistics distinguish between "attack" and "defense" strikes, lockouts also being considered in a separate category. It appears that in 1899, 82,913 strikers "attacked" and 16,425 "defended."

The number of persons engaged in mining, industrial, and commercial occupations in Germany in 1895 was 10,619,731.[2] This figure includes some employers, and it is probable that the number of persons among whom strikes are at all probable is nearly the same in Germany as in the United States. It appears, therefore, if the year 1899 be considered as typical, that the number of persons thrown out by strikes as compared with the great industrial population of Germany is decidedly small, only 10.3 persons per 1,000 employed, as compared with 31 persons per 1,000 thrown out of employment by strikes in the United States from 1881 to 1900. It is a well-known fact that labor organizations are much less advanced in Germany than in either the United States or Great Britain, a fact which may have some influence on the prevalence of strikes. Moreover, the employer still stands in many German communities in the position of a patron or patriarchal ruler, and the respect of his workmen is so great that strikes are by no means likely to occur.

The number of lockouts in Germany in 1899 was 28, affecting 427 establishments, and throwing 8,290 employees out of work. The proportion of lockouts as compared with strikes is about the same as in the United States. If lockouts be included with strikes we should find a little more than 11 persons thrown out of employment per 1,000 employed.

The figures for the German Empire for the year 1899 would seem to indicate that in that country, as in the United States, the building trades are peculiarly subject to strikes, more than 40 per cent of all the strikes designed to secure changed conditions (as distinguished from strikes to ward off proposed changes) having taken place in these industries. The masons, especially, had no less than 21,500 persons thrown out of employment by strikes during the year. This entire number of persons employed in that trade in the Empire was 222,410 in 1895, so that nearly 1 in 10 went on strike at some time during 1899. The next largest number of strikes is found among the woodworkers, while the workers in metals were engaged in about one-tenth of the entire number of strikes throughout the Empire, this class also representing about one-tenth of the entire number of strikers. It is conspicuous that the mine workers, who show such an excessive tendency to strike in the United States and Great Britain, are much less given to labor disputes in Germany. Only 9,967 persons engaged in mining struck during the year 1899, although the total number of persons engaged in the industry by the census of 1895 was no less than 493,917. The fact that a considerable proportion of the mines of the Empire are owned by the various governments is perhaps a partial explanation of the relatively small number of strikes. The textile work-

[1] Streiks und Aussperrungen im Jahre 1899, pp xi-xxi.
[2] Statistisches Jahrbuch für das Deutsche Reich, 1897, p. 7.

also show a small proportion of strikers, only 11,088 having been thrown out employment by strikes during 1899, as compared with 726,643 persons employed the industry. As might be anticipated, strikes upon German railways and nsportation lines, which are mostly controlled by the Government, are conspicusly rare. Other classes of workmen among whom strikes were especially rare ring the year 1899 were the glassworkers, the machinists, and shipbuilders (one the most important industries of the country) the tobacco workers, and the inters. It must be remembered, however, that statistics for a single year are no means the surest indication of general tendencies as between different ades.

4. Austria.[1]—The statistics of strikes in Austria for recent years have been prered with especial care, and give a more comprehensive view of the labor disrbances in that country than can be obtained from the statistics of any other ountry. The following table shows the number of separate strikes for each year om 1894 to 1899, together with the number of establishments affected, the number of strikers, and the number of days of working time lost:

General statistics of strikes in Austria, 1894–1899.[1]

Year.	Strikes.	Establishments concerned.	Strikers.	Days lost.
894	172	2,542	67,061	795,416
895	209	874	28,652	300,348
896	305	1,499	66,234	899,939
897	246	851	38,467	368,098
898	255	885	39,658	823,619
899	311	1,330	54,763	1,029,987

[1] Arbeitseinstellungen und Aussperrungen in Oesterreich, 1899, p. 12.

From these figures it will be seen that there is in Austria no connection between the number of strikes and the number of establishments concerned. During the year 1894 there were a few great strikes in the building trades of Vienna, each of which involved numerous establishments, and this fact explains the very high number of establishments concerned in the small number of strikes in that year. Similar explanations could be given regarding variations in the number of establishments affected in other years.

The most significant figures are those showing the number of strikers. The average number annually during the 6 years covered by the table was 49,139. The industrial population of Austria is much less than that of Germany, England, or the United States. The number of employees (excluding employers) in the mining, industrial, and commercial establishments of Austria in 1890 was 3,264,188.[2] This would indicate that on the average during the 6 years covered by the statistics, 15 persons out of every 1,000 persons employed in industries subject to strikes went on strike at some time during each year, the corresponding proportion for the United States being 31 to 1,000. The proportion of strikers to persons employed is thus considerably greater in Austria than it was in Germany for the year 1899, but is much less than in the United States or Great Britain. The relative weakness of labor organizations in Austria, and the persistence of small hand-working establishments and of patriarchal methods of factory administration, probably explain this small proportion of strikes and strikers.

It is noteworthy also that the number of days of working time lost by strikers in Austria, in proportion to the number of strikers, is much less than in the United States or in Great Britain, showing a relatively short duration of strikes. The average number of days lost by each striker from 1894 to 1899 was 12.6 days. There appears from the figures no special tendency of the number of strikes and strikers to increase or to decrease from year to year, although the fluctuations have been very noticeable.

[1] Arbeitseinstellungen und Aussperrungen in Oesterreich, annual 1894 to 1899.
[2] Statesman's Yearbook, 1900, p. 372.

The following table shows for each year from 1894 to 1899 the proportion of the total number of striking workingmen in Austria who were concerned in strikes in the leading groups of trade:

Percentage of all strikers belonging to particular industries. Austria, 1894–99.

Industries.	1894.	1895.	1896.	1897.	1898.	1899.
Mining	34.28	2.19	45.47	9.44	17.17	[illegible]
Stone, clay, and glass	9.58	34.70	4.86	7.94	11.33	[illegible]
Metal industries	4.10	12.89	4.49	4.08	2.50	[illegible]
Machine trades	0.29	0.88	3.11	12.19	6.23	[illegible]
Woodworking trades	14.60	8.15	9.02	3.59	3.22	[illegible]
Textile industry	9.42	14.26	14.78	29.31	8.00	[illegible]
Manufacture of food products	0.44	1.80	0.54	3.96	6.09	[illegible]
Building trades	22.33	18.71	8.20	12.98	35.20	[illegible]
All others	4.96	6.42	9.53	16.52	10.26	[illegible]
	100.00	100.00	100.00	100.00	100.00	[illegible]

[1] Arbeitseinstellungen und Aussperrungen in Oesterreich, 1899, p. 15.

It will be observed that the proportion of the total number of strikers belonging to the respective industries varies very greatly from year to year. This, of course, is to be expected, and the more so since one or two great strikes in a particular group of trades in a single year will greatly affect the proportion which the number of strikers in that group of trades bears to the total number of strikers. Taking the period as a whole, it appears that the largest number of strikers is found in the mining trades, the extremely high proportion in the years 1894 and 1896 especially swelling the average for the 6 years. While in 1899 only 6.35 of the total number of strikers in that year were engaged in mining, in 1896 the proportion rose to 45.47, fully 30,000 persons having been concerned in mining strikes in that year. The mining population in Austria is relatively considerably less than in the United States or Great Britain.

The next largest number of strikers, taking the period as a whole, has been furnished by the textile industry. In the year 1899 no less than 55.24 per cent of all strikers were members of this group of trades, while the proportion in other years ranged from 8 per cent to 29.31 per cent. The textile workers in Austria number 405,201, or about 12½ per cent of the entire industrial population. As in other Continental countries, the building trades show a very large number of strikers, ranging from 8.20 per cent of the total number in 1896 to 35.20 per cent of the total in 1898. The total number of persons employed in these trades is about 8 per cent of the industrial population. The relatively small proportion of strikers in the metal industries and the machine trades may be noticed.

The following table shows the number of lockouts in Austria for each year from 1894 to 1899, together with the number of persons locked out:

Lockouts in Austria, 1894 to 1899.

Year.	Number of lockouts.	Number of persons locked out.	Year.	Number of lockouts.	Number of persons locked out.
1894			1897	11	1,712
1895	8	2,317	1898		
1896	10	5,445	1899	5	3,457

The number of lockouts is thus seen to be decidedly small as compared with the number of strikes. The number of persons thrown out of employment by lockouts during the entire period is not over one-twentieth of the number of persons thrown out of employment by strikes. In 1894 and 1898 no lockouts whatever were reported. As has already been pointed out, the distinction between strikes and lockouts is such a difficult one to draw that it may readily happen that the relative infrequency of lockouts in Austria, as compared with the United States, is explainable rather by a difference in the methods of defining lockouts, or of applying the test to individual cases, than to any difference in the actual relations between employers and employees.

5. Italy.[1]—Italian statistics regarding strikes have been presented since 1879, although the figures for the earlier years are probably less complete than those for the later years, and at any rate do not present as great a variety of information. The following table shows, for each year from 1879 to 1898, the number of separate strikes, the number of strikers, and the number of days lost by the strikers:

Strikes, strikers, and days lost on account of strikes, in Italy, 1879 to 1898.

Year.	Total strikes.	Strikers.	Days lost.	Year.	Total strikes.	Strikers.	Days lost.
1879	32	4,011	21,896	1889	126	23,322	215,880
1880	27	5,900	91,899	1890	139	38,402	167,657
1881	44	8,272	95,578	1891	132	34,733	258,059
1882	47	5,854	25,119	1892	119	30,800	216,907
1883	73	12,900	111,697	1893	131	32,109	234,328
1884	81	23,967	149,216	1894	109	27,595	323,261
1885	89	34,166	244,393	1895	126	19,307	125,968
1886	96	16,951	56,772	1896	210	96,051	1,152,503
1887	69	25,027	218,612	1897	217	76,570	1,113,535
1888	101	28,974	191,204	1898	256	35,705	239,292

From this table it appears that the number of strikes and of strikers in Italy has increased, with greater or less steadiness, from year to year. It is probable that the very small figures for the years 1879 to 1882 are explainable in part by the incompleteness of the returns. Nevertheless, it is likely that the labor movement in Italy was comparatively weak during the earlier years covered by these tables, and that there has been in recent years a growing feeling of class interest among workingmen and a growing tendency to demand better conditions from employers.

Dividing the 20 years covered by these statistics into 5-year periods, we find that there were 86,987 strikers during the years 1879 to 1883, inclusive; 129,085 during the next 5 years; 159,896 during the years 1889 to 1893, and 255,228 during the years 1894 to 1898. The steady increase in the number of strikers is thus made evident. The number of strikers from 1896 to 1899 especially was nearly double the number in any 3 preceding years, the number in 1896 alone being not less than 96,051. The remarkable increase in the number of strikers during the years 1896 and 1897, however, is largely explained by the fact that in each of those years there was a great strike among the straw-hat makers of Florence, most of whom were women. The number of persons involved in each of these strikes was more than 40,000, and their long duration explains the enormous increase in the number of days lost by strikers during these two years as compared with the earlier years.

In order to ascertain more clearly the significance of these figures as to the number of strikers, they should be compared with the number of persons engaged in industrial pursuits subject to strikes. The population of Italy is very largely agricultural, and the number of those engaged as employees in industrial pursuits, according to the census of 1890, was only 3,001,344.[2] The average number of strikers each year from 1889 to 1898 was 41,462. Thus 13.8 persons out of every 1,000 persons employed in industrial pursuits, on the average, went on strike at some time during each year. Strikes in Italy are therefore less than half as common as in the United States or Great Britain, and somewhat less common than in Austria and France. If we consider only the years 1894 to 1898, the average number of persons thrown out of employment by strikes in Italy was 17 for every 1,000 employed.

The available census statistics of Italy do not group workingmen in the same way as the statistics of strikes group them, so that it is impossible to compare the prevalence of strikes by industries. It appears from the reports, however, that nearly 29 per cent of the strikers of Italy during the years since 1892 have been employed in the textile industries, and about 14 per cent in the mining industries. The reports also state that strikes are relatively most prevalent in these two groups of industries and in the various building trades, and attribute the fact in part to the comparatively large extent to which workers in these lines are organized.

[1] See annual reports entitled Statistica degli Scioperi avvenuti nell' Industria e nell' Agricultura, 1891–1898; Bulletins United States Department of Labor, 1895–1901.

[2] Statesman's Yearbook, 1900, p. 734.

CHAPTER II.

STATISTICS OF CAUSES OF STRIKES AND LOCKOUTS.

I. UNITED STATES.

1. **Introduction.**—Statistics as to the causes of strikes and lockouts are apt to be somewhat deceptive. In many cases a strike is nominally for several different causes, yet some one of these may really be very much more truly the point at issue than the others. Again, the cause of a strike may be given as the demand for the adoption of union rules. These rules cover numerous subjects and some one point in them may be the only matter really in dispute. In the reports of the United States Department of Labor the causes of strikes are stated very fully. Where, as often happens, a strike is for two or more objects combined, these are treated together as one separate cause in the tabulation. There is little attempt at bringing together allied causes. Another difficulty in discussing causes is that there are many technical points of dispute in special trades which give rise to a large number of minor causes of strikes. To a person unfamiliar with the trade the precise significance of strikes of this sort is apt to be lost.

The following table as to the leading causes of strikes is taken from the report of the United States Department of Labor for 1900 and covers the period 1881 to 1900, inclusive. It shows the number of establishments in which strikes for the respective causes occurred, and the percentage of establishments under each cause to the total number of establishments affected by strikes.

Leading causes of strikes, January 1, 1881, to December 31, 1900.

Cause or object.	Establishments.	Per cent.
For increase of wages	33,731	28.70
For increase of wages and reduction of hours	13,201	11.23
For reduction of hours	13,116	11.16
Against reduction of wages	8,423	7.17
In sympathy with strike elsewhere	4,078	3.47
Against employment of nonunion men	2,751	2.34
For adoption of new scale	2,742	2.33
For recognition of union	1,649	1.40
For increase of wages and recognition of union	1,111	.95
For enforcement of union rules	1,068	.91
For adoption of union scale	928	.79
For reduction of hours and against being compelled to board with employer	927	.79
Against task system	917	.78
For reduction of hours and against task system	901	.77
For adoption of union rules and union scale	880	.75
For reinstatement of discharged employees	868	.74
For increase of wages, Saturday half holiday, and privilege of working for employers not members of masters' association	800	.68
Against reduction of wages and working overtime	750	.64
For increase of wages and against use of material from nonunion establishment	750	.64
For increase of wages and Saturday half holiday	729	.62
Total of 20 leading causes	90,320	76.86
All other causes (1,383)	27,189	23.14
Total for the United States	117,509	100.00

From this table it appears, as might be expected, that the demand for increase of wages causes a larger number of strikes than any other single cause. This demand, standing alone, appeared in 28.70 per cent of the establishments affected by strikes, while in combination with other demands, as indicated in the table, it occurs as a cause of strikes in many other establishments. The demand for the reduction of hours comes next in importance, this demand standing by itself causing 11.16 per cent of the strikes as measured by the number of establishments affected, while the demand also occurs in about the same proportion of establishments in connection with that for the increase of wages. Strikes against reduction of wages are about one-fourth as numerous as those for increase of wages. The number of sympathetic strikes is not so great as is sometimes supposed, but is nevertheless considerable, sympathy being the cause of strikes in 3.47 per cent of the establishments affected. It is apparent that the number of sympathetic strikes has been greater during the past 18 years than before, since the report of the Department

of Labor regarding the strikes from 1881 to 1886 showed only 0.77 per cent of establishments affected by strikes of this sort. The proportion of sympathetic strikes from 1887 to 1894, however, 7.73 per cent, was much greater than the average for the entire period, and there seems to be reason to believe that these strikes are now decreasing somewhat in number.

The next most important cause of strikes enumerated is resistance to the employment of nonunion men, which appears as the cause of the strikes in 2.34 per cent of the establishments affected. Here again we find the proportion of strikes for this cause larger for the entire period of 20 years than for the period from 1881 to 1886, showing apparently a somewhat increasing tendency toward exclusiveness on the part of the unions.

2. Summary of causes for all trades.—It is desirable, in order to judge more accurately the relative importance of different causes of strikes, to recombine the figures in a somewhat different way, and especially to reduce the causes to a small number of groups. A very large proportion of strikes are for two or more causes. If each of these be taken separately in the tabulation, a fair comparison as to the relative stress laid upon demands of different kinds will be reached and the number of groups of causes diminished. In the preparation of the tables following, this separation of causes has been made. Moreover, the demand for new scales and for union scales, as well as some other minor similar demands, have been treated as demands for higher wages. Demands for Saturday half holidays, for changes in the time of beginning or quitting work, and for extra pay for overtime, as well as some other minor demands of a similar character, have been grouped under the head of hours. Under the heading of strikes regarding times and methods of payment have been included a large number of causes, such as those relating to fines and deductions from wages, methods of estimating wages, cash payment of wages, company stores, weighing of coal, etc. Under the heading of strikes against the employment of persons or classes of persons have been grouped, besides those against nonunion men which are by far the largest number, strikes against obnoxious foremen, superintendents, members of other labor organizations, and various other persons or classes.

On the basis of this grouping the total number of establishments affected by strikes involving each of these various classes of demands has been ascertained for each period. By adding together the number of separate causes as thus ascertained and dividing the number for each cause by this total, the percentage which the number of each class of causes bears to the total number of causes is ascertained. Since the total number of causes, as explained, is considerably greater than the total number of strikes, it is evident that the percentage of strikes into which each separate class of causes enters is larger than the percentages here given. For the sake of brevity we have sometimes referred in the following text to the proportion of strikes due to a group of causes, but the fuller and more accurate expression would indicate that the figures represent the proportion which causes of a certain class bear to all causes, a proportion which gives correctly the relative importance of the respective classes of causes.

Causes of strikes by general groups, 1881–1900.

Causes.	Number of establishments involved in strikes.	Per cent.
For increase of wages and adoption of scales	64,321	41.3
Against decrease of wages	10,843	6.9
For reduction of hours, overtime pay, holidays, etc	40,228	25.8
Regarding time and method of paying wages, fines, screening of coal, company stores, etc	8,254	5.3
For recognition of union and adoption of union rules	9,968	6.4
In sympathy with strikers or men locked out elsewhere	4,700	3.0
Against employment of nonunion men, foremen, foreigners, negroes, etc	8,273	5.3
For employment, retention, or reinstatement of persons	1,638	1.05
Regarding apprenticeship and employment of children	1,223	.78
Regarding use of machinery and appliances	221	.14
Regarding working rules and miscellaneous matters	6,075	3.9
	155,744	100.00

From this table it appears that the total number of separate causes of strikes, as measured by the establishments in which strikes occurred, during the period from 1881 to 1900, was 155,744. Of this number 64,321, or 41.3 per cent, were due

to the demand for an increase of wages. If to these be added the 10,843 strikes due to resistance against reduction of wages, equal to 6.9 per cent of the entire number, we find that nearly half (48.2 per cent) of all the causes of strikes have to do with the rate of wages. As already indicated, we have grouped under this head of demands for increase of wages some which are not specifically reported under that head by those concerned. Strikes for a new scale, or for the adoption of the union scale, involve in most cases a demand for higher wages, and that is usually the chief object sought. It seems probable that the proportion of strikes due to demands for increased wages is decreasing somewhat in recent years, since the statistics of strikes for the years 1881 to 1886 show 48.1 per cent of the causes to be the demand for higher wages or for the adoption of union scales, as compared with 41.3 per cent for the entire period, 1881–1900. The fact that the demand for higher wages, appears so much more frequently than resistance to reduction of wages indicates, doubtless, two things: First, that when times are so hard that decrease of wages by employers is attempted, workingmen are apt to realize the futility of striking; second, that the general tendency of wages in the United States is upward, as might be expected from the increasing productivity of industry.

Next to wages, the most important cause of strikes is the desire for shorter or more conveniently arranged hours. No less than 25.8 per cent of all strikes during the years 1881 to 1900 were concerned with the matter of hours of labor. The great majority of these strikes sought reduction of hours. Many labor leaders consider the shorter-hour movement even more important than that for higher wages, believing, indeed, that by reducing the number of hours of labor wages will ultimately be increased. Comparatively seldom do employers attempt to increase the hours of labor after once they have been reduced, so that only a small proportion of the total number of strikes are caused by resistance to such an attempt. On the other hand, in a very considerable number of strikes workingmen seek higher pay for overtime work. This is evidently, in a sense, a method of resisting the extension of the workday through the requirement of overtime. In not a few instances, also, strikers have sought to obtain a reduction in the number of hours of labor on Saturdays or to obtain release from labor on Sundays and legal holidays.

Many strikes, amounting to 5.3 per cent of the total number, arise from demands regarding the methods of determining the rate of wages or of paying them. Often demands of this sort involve indirectly the desire for a higher rate of wages or resistance to reduction of wages. Among the most common demands under this head is that for the payment of wages weekly or fortnightly instead of at longer intervals. Frequently, too, workingmen resist the attempt of employers to require them to accept part or all of their pay in orders on stores, or to compel them to deal with stores owned by the employer. Again, strikes are sometimes caused by the demand for a change from payment by the hour or the day to payment by the piece, while on the other hand resistance to piecework is shown even more frequently. (As to the attitude of different classes of workingmen on this subject of piecework, reference should be made to the summary, p. LIV.) In the coal mines differences frequently arise regarding the methods of measuring or weighing coal as the basis for the payment of wages. Thus the question as to whether coal shall be screened before weighing or as to the form of screens used becomes often the cause of strikes. Miners also strike at times to secure the right to employ a check weighman, or against alleged unjust deductions or "docking" in the weighing of coal on account of slate and other impurities.

Under the next head have been grouped strikes seeking recognition of the union, or the adoption of union rules in general as distinguished from the mere adoption of a new union scale. In barely one-sixth of the number of cases grouped under this head in the above table was the demand one exclusively for the recognition of the union. The demand for recognition is naturally connected usually with demands for the adoption of a union scale, for increase of wages, or for some other special privilege. It is a familiar fact that in many instances employers refuse to recognize labor organizations, or to deal with their men collectively regarding the conditions of labor. When the men in an establishment where this attitude has existed become organized and feel sufficiently strong, they naturally demand recognition and demand that their collective desires shall be considered by the employer in the determination of the conditions of labor.

A form of strike which is very generally disapproved by persons of the middle class, and by not a few representatives of organized labor as well, is the sympathetic strike. It appears that during the 20 years from 1881 to 1900 there were 4,700 establishments in which strikes occurred in sympathy with men on strike or men locked out elsewhere. This is equal to 3 per cent of the entire number of causes of strikes.

About one-twentieth of the entire number of strikes during the past 20 years (.3 per cent) have been due to opposition to the employment or to the continuance in employment of particular classes of workingmen. In perhaps half of the cases such strikes have been directed particularly against nonunion men. In quite a considerable number of instances they have been designed to exclude members of other labor organizations from employment. It sometimes happens that two labor organizations whose general fields are distinct each claim the exclusive right to perform certain classes of labor lying on the boundary between them, or that one union claims the exclusive right to certain work and seeks to prevent others from sharing any of it. In a somewhat smaller number of instances competing unions in the same trade or branch of a trade are established, perhaps as the result of a split in the ranks of a previously existing organization. Probably about one-tenth of the entire number of strikes enumerated as being directed against obnoxious employees seek to secure the discharge or prevent the employment of foremen who are unpopular, either for personal reasons or because they are not members of the union, or perhaps because they are believed to be unjust in their treatment of the men. Strikes also occur in some cases against the employment of foreigners, of negroes, or even of women, but the number of strikes having these objects is comparatively small.

Strikers also seek at times to secure the reinstatement of men who have been discharged for one reason or another, or to compel the employer to retain men whom he has in mind to discharge. Especially in cases where workingmen have been discharged on account of membership in unions or of activity in union work their fellows are apt to insist on reinstatement. About 1 per cent of all strikes are due to causes of this nature.

As indicated in another connection (see p. LI), the number of unions which are able to enforce limitations upon the employment of apprentices is comparatively small. Demands seeking to limit the number of apprentices, to regulate the conditions of their employment, or to prevent the employment of children or young persons on work which men consider as properly falling within their sphere, account for seventy-eight hundredths of 1 per cent of the total number of disputes. The charge that labor unions try to prevent the introduction of machinery and improved appliances may be well-founded in some instances, but apparently they seldom feel justified in ordering strikes for this purpose. The entire number of establishments affected by strikes regarding the use of machinery during the 20 years covered by the table show only 221; only about one-seventh of 1 per cent of all causes of strikes.

The remaining causes of strikes are very numerous and it would hardly be profitable, in a summary table, to attempt to subdivide them into groups. The headings above discussed include the great majority of all causes of strikes; no less than 96 per cent. The 6,075 remaining causes of strikes have to do in most instances with the physical conditions under which labor is performed, the sanitation of shops, the methods of work, the character of food and lodging, when these are furnished by the employer, and the like matters. Several hundred strikes are reported as having been caused by the attempt to prevent employers from violating agreements or breaking away from previously recognized union rules.

It will be seen from this discussion that no less than three-fourths of all strikes are due to the direct desire of workingmen to improve their condition, either by raising wages, preventing decrease of wages, or reducing hours of labor. All the other innumerable minor causes account for only one-fourth of the entire number of such disputes.

3. **Causes of strikes by industries.**—Especially interesting is the inquiry as to the relative importance of different causes of strikes in the different industries. The following tables, showing the total number of establishments affected by strikes for the respective causes in certain leading industries for the years 1887 to 1894, together with the percentage of the strikes due to each cause, have been compiled in precisely the same manner as the tables for the causes of strikes for all industries.[1] Similar figures are not available for 1881–1900.

[1] Tenth Annual Report of the Department of Labor, pp. 1829–1856.

Number of strikes due to specified groups of causes, by leading trades.

Causes.	Building trades.	Stone quarrying and cutting.	Glass trades.	Printing trades.	Tobacco and cigar manufacture.	Coal mining and coke manufacture.	Clothing manufacture.	Cotton and woolen industry.
For increased wages or union scale	9,272	714	67	305	1,458	3,234	1,598	18
Against decrease of wages	980	66	11	35	280	1,517	445	21
Hours, overtime, holidays	6,786	705	52	133	3	145	456	1
Time and method of payment, fines, etc	586	217	20	26	9	496	177	4
For recognition of union	2,163	3	2	8	6	40	180	1
In sympathy with strikers elsewhere	1,778	119	1	9	606	441	68	.....
Against nonunion and other obnoxious men, foremen, etc	1,909	325	19	57	60	87	176	20
For employment or reinstatement of men, foremen, etc	86	8	9	28	17	100	82	31
Regarding apprentices	265	37	30	13	20	.....	2	.....
Against introduction of machinery	11	.....	.....	1	20	2	6	3
Miscellaneous	778	64	32	41	64	48	389	56
Total	24,614	2,258	243	659	2,543	6,110	3,581	465

Percentage of strikes due to specified groups of causes, by leading industries, 1894.

Causes.	Building trades.	Stone quarrying and cutting.	Glass trades.	Printing trades.	Tobacco and cigar manufacture.	Coal mining and coke manufacture.	Clothing manufacture.	Cotton and woolen industry.
	P. ct.	P. ct.	P. ct.	P. ct.	P. ct.	P. ct.	P. ct.	P. ct.
For increased wages or union scale	37.7	31.6	27.5	46.2	57.3	52.9	44.6	39.1
Against decrease of wages	4	2.9	4.5	5.3	11.1	24.8	12.7	23.7
Hours, overtime, holidays	27.6	31.2	21.4	20.2	.1	2.3	12.8	4.1
Time and methods of payment, fines, etc	2.4	9.6	8.2	3.9	.4	8.1	5	8.8
For recognition of union	8.8	.1	.8	1.2	.2	.7	5	.2
In sympathy with strikers elsewhere	7.2	5.3	.4	1.4	23.7	7.2	1.9	.....
Against nonunion and other obnoxious men, foremen, etc	7.7	14.4	8	8.6	2.4	1.4	5	4.3
For employment or reinstatement of men, foremen, etc	.3	.4	3.7	4	.7	1.8	2.3	6.6
Regarding apprentices	1.1	1.7	12.2	2	.8	.....	.1	.....
Against introduction of machinery	.1	.....	.....	.02	.8	.....	.2	.6
Miscellaneous	3.1	2.8	13.2	6.7	2.5	.8	10.8	12.6
Total	100	100	100	100	100	100	100	100

These tables make possible to some extent a comparison between the more strongly organized trades and the less strongly organized, as regards the objects sought by strikes. The trades covered by the first 4 columns may be considered relatively strongly organized, while in those covered by the last 4 columns labor organizations are either largely wanting or weak. The tobacco and cigar trades stand in an intermediate position, and probably can scarcely be considered as strongly organized from the standpoint of relations to employers. The demand for higher wages was a somewhat less common cause of strikes in the more strongly organized trades than in the more weakly organized, the percentages ranging from 27.5 per cent to 46.2 per cent for the more strongly organized, and from 32.1 per cent to 52.9 per cent for the more weakly organized. It is especially noteworthy that strikes against decrease of wages were much less common, presumably because less necessary, in the more strongly organized than in the more weakly organized trades. In the building, quarrying and stonecutting, glass, and printing trades combined, less than one-twentieth of all strikes were due to resistance to reduction of wages, the proportions ranging from 2.9 per cent to 5.3 per cent, while in the coal mining,

otton and woolen manufacturing, and boot and shoe trades, nearly one-fourth f all strikes were due to this cause, and in the tobacco and clothing trades the roportions were 11.1 per cent and 12.7 per cent, respectively.

It is also noteworthy that in the more strongly organized trades the demand for eduction of hours is an especially common cause of strikes. During the years 887 to 1894 more than one-fifth of the strikes in each of the 4 trades named ere due to this cause, and in the building and stone quarrying trades the proortions were 27.6 per cent and 31.2 per cent, respectively. Weakly organized rades, where wages are lower, can not afford to demand shorter hours, involving, erhaps, less wages. The proportion of strikes in the 4 such trades named, hich were due to demands as to hours, ranged from a bare .15 of 1 per cent to 2.8 per cent.

Sympathetic strikes and strikes against nonunion men are naturally found espeially where labor organizations are strong. In the strongly organized trades amed the proportion of sympathetic strikes ranged from 0.4 for the glass trade o 7.2 per cent for the building trades, while the strikes against obnoxious men anged from 7.7 per cent to 14.4 per cent of all. A weak organization finds so many onunion competitors that a strike against them is very likely to fail. Sympahetic strikes occur for the most part only where different local unions are affiliated n central bodies, and this implies strong organization. Nevertheless, we find hat the proportion of establishments affected by sympathetic strikes in the coal ndustry was relatively considerable, 7.2 per cent, while in the tobacco and cigar manufacture the proportion was excessive, 23.7 per cent. The high figures in these two industries are probably due to some few great strikes in which large organizations sought to improve their general condition by sustaining some of their members in prolonged struggles. The smallness of the average establishment in the cigar manufacture, and the centralized character of the Cigar Makers' Union, help to explain the large number of establishments concerned in sympathetic strikes. The number of strikes against nonunion and other obnoxious men in the weakly organized trades ranged only from 1.4 per cent to 5 per cent of the total, except in the boot and shoe trade, where the proportion was quite high, 10.8 per cent.

Strikes regarding apprentices are naturally most frequent in strongly organized trades, although even there this cause produces relatively very few strikes. A weak organization can do little to prevent any person from entering the trade at any time he sees fit. Among the less strongly organized trades we find strikes due to this cause in only the most insignificant numbers.

The glass trade has from early times been very strongly organized, and on account of the high skill required a prolonged apprenticeship is necessary. The trade unions have endeavored with very considerable success to enforce strict limitations concerning the number of apprentices, and we find that in no less than 12.2 per cent of the total number of establishments affected by strikes from 1887 to 1894 the cause was connected with apprenticeship. From 1 to 2 per cent of the strikes in the building, stone quarrying, and printing trades were due to the desire to restrict apprenticeship.

The building trades, which account for a very large proportion of the total number of strikes, are relatively strongly organized. In these we find that the demand for recognition of the union was from 1887 to 1894 a much more prolific cause of strikes than in any other of the trades covered by the table, 8.8 per cent of all strikes coming under this cause. The sympathetic strike has also been very common in these trades, which naturally lend themselves peculiarly to that form of conflict. It very frequently happens that all the workmen of different trades employed upon a building quit work in sympathy with the members of some one trade, while strikes upon several buildings in sympathy with workingmen upon a single building are also not uncommon. The proportion of all strikes due to this cause was 7.2 per cent.

In the stone quarrying and stonecutting trades we apparently trace a more marked opposition to nonunion men than in any other trade, this cause constituting 14.4 per cent of the total number of causes of strikes from 1887 to 1894. The proportion of strikes designed to secure shorter hours was specially large in these trades also, 31.2 per cent, being approximately the same as the proportion of strikes designed to secure higher wages.

The printing trade, among those which may be regarded as strongly organized, showed the largest proportion of strikes in favor of higher wages, 46.2 per cent. Taking strikes for increased wages and against reduction of wages together, more than half of all the causes of strikes in this trade were connected with wage matters. The opposition to the introduction of typesetting machines did not apparently during this period manifest itself in the form of strikes to any considerable

extent, since only one establishment reported a strike due to the opposition to machinery.

In the case of the tobacco and cigar manufacture the extremely small number of strikes due to demands concerning hours of labor is especially noteworthy, only one-tenth of 1 per cent of all being due to this cause. This fact is probably explained in part by the existence of the system of piecework and of labor in small shops or homes, where the workman determines largely for himself the length of his day's labor. The enormous number of sympathetic strikes in this trade has already been alluded to.

Among the less strongly organized trades the coal industry is the most important. It is noteworthy that considerably more than three-fourths of all the causes of strikes in this trade from 1887 to 1894 had to do with wages, almost one-fourth being in resistance to proposed reductions. There had been up to 1894 little effort to reduce the hours of labor in this industry. The methods of paying wages, on the other hand, caused many disputes, 8.1 per cent of all. Strikes arose especially because of alleged unfairness in the weighing of coal, in the docking of impurities, and because of alleged compulsion to deal at company stores or to buy powder and other supplies at high prices. The movement for weekly or fortnightly payment has also been the cause of many strikes in the coal industry.

The most noteworthy feature regarding the causes of strikes in the cotton and woolen trades, aside from the high proportion due to resistance to the lowering of wages, 23.7 per cent, is the large number of cases of resistance to alleged unfair methods of payment, of measuring goods, of fines and deductions from wages on account of imperfections, etc. Eight and eight-tenths per cent of all the strikes in these trades were caused by differences of this sort. The proportion of strikes to compel reinstatement of employees was also large, 6.6 per cent.

The statistics as to the causes of strikes in the clothing trade present no peculiar features.

In the boot and shoe trade the relatively very large number of strikes against the introduction of machinery is especially noteworthy, nearly 4 per cent of all the causes from 1887 to 1894 being connected with machinery. The proportion of strikes against nonunion and other obnoxious men is also high, 10.8 per cent; as well as the proportion of those in favor of retention or reinstatement of employees, 6.1 per cent.

II. FOREIGN COUNTRIES.

1. **Great Britain.**[1]—The statistics of strikes and lockouts prepared by the British Government in recent years group the causes under 6 main heads, most of them corresponding fairly well to some of the groups of causes above presented for strikes in the United States. The statistics show for the years 1893 to 1900 the number of persons affected by strikes for the respective classes of causes. Since the American statistics show only the number of establishments affected by strikes for different classes of causes, the basis of comparison between the two countries is not perfect, but some idea of the relative prominence of the respective causes of labor disputes may, nevertheless, be gained by this comparison. The following table shows for each year the total number of persons affected by strikes and lockouts (from 1898 on the basis of figures was changed to the number of persons actually striking or actually locked out, instead of the total number of persons affected, but the change does not materially affect the result), together with the number of persons affected by disputes involving each of the leading causes:

GREAT BRITAIN—CAUSES OF STRIKES AND LOCKOUTS.

Persons affected by strikes and lockouts for respective causes or objects.

Year.	Total.	Wages.	Hours.	Employment of persons or classes.	Working rules.	Trade unionism.	Other causes.
1893	636,386	$567,460	1,191	7,310	25,667	19,298	15,460
1894	324,245	234,903	6,105	3,699	37,763	15,519	26,256
1895	263,758	143,198	2,858	4,467	84,393	6,614	22,228
1896	198,687	115,817	3,658	7,478	33,121	12,031	26,562
1897	230,267	106,293	52,769	19,529	38,311	8,018	5,347
1898	200,769	176,392	777	9,203	11,742	2,215	440
1899	138,058	94,651	3,857	8,187	17,895	5,130	8,338
1900	136,256	83,726	668	9,481	19,856	20,247	2,279
Total	2,128,426	1,522,440	71,883	69,354	268,747	89,072	106,930
Percentage	100	71.5	3.4	3.2	12.6	4.2	5

[1] Report of Chief Labor Correspondent on Strikes and Lockouts, 1893–1899; Labor Gazette, 1901, p. 5.

It will be observed that the proportion of strikers engaged in strikes due to the spective classes of causes varies materially from year to year. It has already en pointed out that in Great Britain a few large strikes, involving thousands persons each, have, in almost every year, contributed largely to the total num- r of persons affected by labor disputes. The causes involved in these important rikes will accordingly have a very powerful influence upon the aggregate num- r of persons engaged in strikes for the respective causes.

Taking the figures for the 8 years together, it appears that no less than 71.5 per nt of the total number of persons affected by strikes and lockouts were affected r those in which the question of wages was the chief point at issue. It will be membered that in the United States, taking the number of establishments as ie basis for comparison, a little less than one-half of the total number of strikes om 1881 to 1900 appear to have been connected with disputes as to wages. On ie other hand, the number of strikes in which the question of hours of labor was volved in Great Britain was very much less than in the United States. Only 4 per cent of the persons affected by strikes and lockouts in the former country ad changes in the hours of labor as their object, while in the United States more an one-fourth of the total number of strikes involved this cause.

Strikes against the employment of nonunion men and other obnoxious persons, nd strikes in favor of the employment of particular persons or classes, account or 3.2 per cent of the number of persons thrown out of employment by strikes nd lockouts in Great Britain from 1893 to 1900. During the years from 1881 to 900, 6.3 per cent of the number of establishments affected by strikes in the United tates were affected by strikes involving this class of causes. Strikes for this ause, however, are apt to be relatively small, so that the proportion of strikers aving this object may be somewhat less in the United States than the proportion f establishments.

The group of causes summarized under the head of working rules in the British tatistics covers, roughly, besides most of those classed in the American tables nder the heading "working rules and conditions," also the 3 groups in the Ameri- an statistics—time and method of payment, fines, etc., regarding apprentices, nd regarding machinery. One-eighth of the total number of persons affected y strikes in Great Britain sought changes in their working rules, while in the Jnited States the 4 groups of causes which have been enumerated account for 0.1 per cent of strikes.

Strikes involving the principles of unionism, as classified by the British Government, correspond fairly well to strikes for recognition of the union. In Great Britain, 4.2 per cent of the persons affected by labor disputes were involved in strikes and lockouts having this for a cause. In the United States the corresponding figure is 6.4 per cent. The number of sympathetic disputes in Great Britain was not formerly reported separately, but during the last few years covered by available statistics this cause is distinguished from the others. It appears that in 1896 somewhat over 4 per cent of the total number of persons affected were engaged in sympathetic disputes; in 1897 the proportion was about 2 per cent, while in 1898 the number was so small as to be insignificant. These disputes are apparently, therefore, less common in Great Britain than they have become in more recent years in the United States.

2. **France.**—The report of the French Labor Department regarding strikes for the year 1899[1] includes a summary table showing the number of strikes in which different classes of causes appeared during the years 1890 to 1899. Just as has been done in the analysis of corresponding figures for the United States, each separate demand in connection with a strike involving more than one object has been tabulated. The table shows the number of strikes in which each respective group of causes came forward, as well as the number of strikers who sought each group of objects, these figures exceeding the number of strikes and of strikers themselves because many disputes involve two or more causes.

[1] Statistique des Grèves, 1899, p. 294.

Number of strikes and strikers for respective causes.

Principal causes of strikes.	Number of strikes.	Number of strikers.	Per cent strikers
Demand for increased wages	2,125	541,539	
Resistance to reduction of wages	544	56,776	
Hours of labor	472	141,651	
Method of fixing and paying wages	347	196,387	
Regarding piecework	103	11,698	
Regarding suppression or reduction of fines	182	66,720	
Regarding deductions for insurance and relief funds	128	75,088	
Regarding working rules and shop conditions	149	17,061	
Reinstatement of workmen, foremen, etc	319	70,165	
Demand for discharge of workmen, foremen, etc	447	79,640	
Demand for discharge of women	37	2,705	
Limitation of number of apprentices	26	2,169	
Miscellaneous	94	86,020	
Total	5,218	1,454,545	

From this table it will be seen that in France strikers sought increase of wages in 37.3 per cent of the cases in which they struck. This is a somewhat smaller percentage than is shown by the statistics of the United States as regards establishments, but it may readily happen that the different bases of the statistics account for this difference. The proportion of strikers in France who resisted reduction of wages is also lower than the proportion of establishments in the United States in which this question was at issue; altogether only a little more than two-fifths of strikers in France made demands regarding the rate of wages. On the other hand, it is noticeable that the proportion of strikes regarding methods of paying wages or of estimating them is very high, no less than 13.6 per cent of all strikers having this object. Moreover, the 3 groups of causes which follow this group in the above table, those regarding the question of piecework, regarding the suppression or reduction of fines and deductions from wages, and regarding deductions for insurance and benefit funds, are all closely related to the previous group, having largely to do with the methods of determining the actual compensation of the employees. In the American statistics all causes of strikes of this character have been grouped together, and they amount to only 5.3 per cent of the entire number of strikes as measured by establishments. If we group the 4 classes of causes enumerated in France we find that no less than 24.2 per cent of all strikers struck for objects of this sort.

Strikes regarding the hours of labor are apparently less numerous in France than in the United States, only 9.7 per cent of all strikers making demands on this subject, while more than one-fourth of all establishments in the United States were affected by strikes regarding hours. The proportion of strikers seeking to exclude nonunion men and obnoxious foremen and others is 5.5 per cent, very nearly the same in France as in the United States. On the other hand, strikes seeking the reinstatement or discharge of workingmen are especially numerous in France, no less than 4.6 per cent of all strikers making demands of this sort. As in the United States, strikes regarding apprenticeship are relatively few in number.

3. **Germany.**[1]—The statistics published by the German Empire regarding strikes and lockouts in the year 1899 show that there were 2,101 distinct objects or demands in the 1,288 strikes occurring during that year, the individual strike being the only basis of comparison given. Of these demands, 1,126, or 53.6 per cent of the total number, had to do with the rate of wages. This proportion is somewhat greater than the proportion of establishments in the United States which were engaged in strikes involving this cause during the years 1881–1900. In 1899, in Germany, 379 strikes involved, singly or in connection with other causes, the demand for changes in the hours of labor, holidays, etc. These demands were 18 per cent of the entire number of demands, a smaller proportion than in the United States. Other causes were present in 596 strikes in Germany, or 28.4 per cent of the total number.

Of the 1,126 strikes regarding rate of wages, 820 were designed to secure an increase of wages, while only 67 were intended to prevent reduction, the remaining 239 having to do with other phases of the wage problem. Two hundred and

[1] Streiks und Aussperrungen im Jahre 1899, p. XV.

venty-five of the 379 strikes regarding working time were designed to secure a duction of hours, while 23 sought to do away with overtime. Sixty-four strikes ught changes in the methods of paying wages, 34 involved the object of secur- g the discharge of foremen, while 153 sought to secure the reinstatement of scharged employees. These last two causes appear relatively more frequently an in the United States.

4. Austria.—The Austrian statistics distinguish between the causes of strikes and ie demands of employees. The difference is not a great one and gets its sig- ificance chiefly from the fact that a number of demands may be made at or after ie beginning of a strike, although these are only incidental and do not represent ie fundamental cause which led to the dispute. Disregarding accordingly the gures showing the demands of the employees, the following table may be pre- ented, which gives the proportion of the total number of strikes which owed heir origin to the enumerated classes of causes during the years 1894 to 1899:

Percentage of all strikes due to enumerated causes, Austria, 1894–1899.[1]

Causes.	1894.	1895.	1896.	1897.	1898.	1899.	Total.
Discontent with wages	30.81	42.58	45.90	47.15	48.63	45.98	44.39
Discontent with working time	11.06	14.83	21.97	19.11	21.17	23.47	19.42
Discharge of employees	19.77	14.83	13.11	13.01	14.12	12.86	14.22
Reduction of wages	13.37	9.09	9.18	10.57	12.94	9.32	10.55
Working conditions and rules	9.30	3.83	3.93	7.32	7.84	5.79	6.14
Extension of hours of labor	2.91	2.87	2.30	2.03	3.53	1.29	2.40

[1]Arbeitseinstellungen und Aussperrungen in Oesterreich, 1899, p. 20.

It will be observed that the Austrian statistics as to the causes of strikes are based upon the number of separate strikes and not upon the number of employees, or of establishments concerned in strikes, the latter being the basis in our own country. It appears from the above table that, taking the years 1894 to 1899 together, discontent with the existing rate of wages was the chief cause for the inauguration of 44.39 per cent of the total number of strikes, while resistance to reduction of wages occasioned 10.55 per cent of the total number.

These proportions exceed somewhat those for establishments in the United States from 1881 to 1900, the relative number of strikes designed to resist reduction of wages as compared with strikes designed to increase wages, being indeed considerably greater in Austria than in the United States. Discontent with the existing hours of labor occasioned 19.42 per cent of the entire number of strikes in Austria during the period in question. In addition, however, 2.4 per cent of the strikes sought to prevent proposed increase of the hours of labor. The total number of strikes in which the question of working time was involved was therefore 21.80 per cent of all, rather less than the proportion of establishments affected by strikes for this cause in the United States.

Strikes designed to secure the discharge of obnoxious employees, nonunion men, foremen, etc., or to insist upon the reinstatement of discharged employees, were especially numerous in Austria from 1894 to 1899. In general it is probable, however, that strikes of this class were smaller in size than those for the other causes. No less than 14.22 per cent of the total number of strikes involved questions relating to employees, while the strikes of this sort in the United States involved only 6.3 per cent of the entire number of establishments affected by strikes. Discontent with the working conditions and rules occasioned 6.14 per cent of the entire number of strikes in Austria from 1894 to 1899.

There is a considerable variation in the relative prominence of the different classes of causes of strikes from year to year, as shown by the above table. Nevertheless there are very few cases in which the difference is sufficiently great to change the order of importance from that of the average for the entire period.

5. Italy.[1]—The Italian statistics do not distinguish all the causes of strikes, but separate only the leading classes of causes, grouping all others under one head. Moreover a single cause is assigned for each strike, even though other subsidiary objects may be sought. The following table shows for the two periods, 1879–1891

[1]Compiled from Statistica degli Scioperi, 1890–1899, and Bulletin of United States Department of Labor 1895–1901.

and 1892–1899, respectively, the proportion of the entire number of strikes in Italy for the respective classes of causes:

Percentage of strikes in Italy due to respective causes, 1879–1898.

Causes.	1878–1891.	1892–1899.
	Per cent.	*Per cent.*
For increase of wages	52	48
For reduction of hours	7	7
Against reduction of wages	11	12
Against increase of hours	2	2
Other causes	28	31

From this table it appears that in each period about one-half of all strikes in Italy sought to secure higher wages, the proportion in the later period, 48 per cent, being slightly lower than in the earlier period, while the total number of strikes having wage questions at issue was 63 per cent in the earlier period and 60 per cent in the later period. It will be remembered that in the United States from 1881 to 1900 about one-half of the establishments affected by strikes were those in which wage questions were at stake. The proportion of strikes against reduction of wages in Italy was 11 per cent of the total number of strikes during the period 1879–1891 and 12 per cent of the entire number during the period from 1892 to 1899. This proportion is considerably higher than that in the United States.

It is noteworthy that the number of strikes in Italy which seek reduction in hours or which oppose increase in hours is very much less than in most other countries. During each period of the table, 7 per cent of the strikes in Italy sought reduction of hours and 2 per cent opposed an increase. It will be remembered that more than one-fourth of the strikes in the United States have had to do with the hours of labor. The difference is doubtless due to the inferior position of the working classes in Italy and the more backward state of the labor movement.

No marked difference, as between the earlier and the later period, in the proportion of strikes due to different classes of causes appears from the Italian statistics. Of course the variations in the number of strikers engaged in strikes for respective causes varies greatly from year to year, as will be seen from the following table showing the percentage of strikers having the respective objects during the years from 1895 to 1899:

Percentage of strikers concerned in strikes for respective causes in Italy, 1895–1899.

Causes.	1895.	1896.	1897.	1898.	1899.
	Per ct.	*Per ct.*	*Per ct.*	*Per ct.*	*Per ct.*
For increase of wages	44	81.7	79	47	48
For reduction of hours	6	1	4.7	2	7
Against reduction of wages	16	6	6	19	12
Against increase of hours	.....	.3	.3	3	2
Other causes	40	11	10	29	31

The marked fluctuations in the percentages shown in this table are largely explicable by the fact that a very large proportion of the entire number of strikers in each of the years 1896 and 1897 were concerned in the great strikes among the hat makers of Florence. The desire for increased wages was the cause of these strikes, so that the proportion of the entire number of strikers in Italy during these years who sought higher wages was enormously increased by these strikes alone.

CHAPTER III.

DURATION OF STRIKES AND LOCKOUTS AND TIME LOST BY THEM.

I. UNITED STATES.

1. Statistics for all trades.—It is obviously difficult to determine as to any particular strike or lockout what is its actual duration. In a case where all the employees striking are afterwards reinstated at one time the duration of a strike is easy to determine; but when, as often happens, the strikers either surrender a few at a time or are gradually replaced by other men no particular point can be fixed for the end of the strike.

The statistics prepared by the Department of Labor show, for such establishments as were actually closed as the result of strikes, the length of time during which they were thus closed and the average number of days per year during which they were closed. Of course, labor disputes do not always result in the closing of an establishment. Of the establishments in which strikes occurred from 1881 to 1900, 65.73 per cent were closed on account of them, the proportion for lockouts being 71.95 per cent. It appears that for the 7½ years from 1887 to June 30, 1894, the average number of days during which establishments closed by strikes were closed was 22.3 days. For the entire period from 1881 to 1900 the average number of days closed was 20.1. The average length of time for which establishments were closed on account of lockouts during the whole period was 52.4 days.

It is obvious that, generally speaking, the length of time during which establishments are closed as the result of strikes will be somewhat less than the length of time elapsing before all the strikers will return to work or, in case they do not return, until their places are filled by others. For the years 1881 to 1900 the report of the Department of Labor shows that the average number of days for each strike before the places of the strikers were filled or the strikers were reemployed was 23.8 days, while the average duration of lockouts was 97.1 days.

The following table shows the average duration of strikes for each year from 1881 to 1900, as measured by the length of time before the places of strikers were filled by their reemployment or by the employment of others:

Duration of strikes and lockouts, January 1, 1881, to December 31, 1900.

Year.	Strikes.		Lockouts.	
	Establishments.	Average duration (days).	Establishments.	Average duration (days).
1881	2,928	12.8	9	32.2
1882	2,105	21.9	42	105
1883	2,759	20.6	117	57.5
1884	2,367	30.5	354	41.4
1885	2,284	30.1	183	27.1
1886	10,053	23.4	1,509	39.1
1887	6,589	20.9	1,281	49.8
1888	3,506	20.3	180	74.9
1889	3,786	26.2	132	57.5
1890	9,424	24.2	324	73.9
1891	8,116	34.9	546	37.8
1892	5,540	23.4	716	72
1893	4,555	20.6	305	34.7
1894	8,196	32.4	875	37.7
1895	6,973	20.5	370	31.6
1896	5,462	22	51	65.1
1897	8,492	27.4	171	38.6
1898	3,809	22.5	164	48.8
1899	11,317	15.2	323	37.5
1900	9,248	23.1	2,281	265.1
Total	117,509	23.8	9,933	97.1

The average duration of strikes as shown by this table has varied considerably from year to year, ranging from only 12.8 days in 1881 to 34.9 days in 1891. Generally the figures range between 20 and 30 days. It seems impossible to trace any connection between the relative success and failure of strikes and the length of their duration, except that for the year 1894, when strikes were exceedingly unsuccessful, the average duration is higher than in most other years; while in 1881, when the percentage of success was unusually high, the average duration was unusually short. Aside from actual statistics, it might perhaps be anticipated that where conditions were such as to favor success in strikes the strikes would generally be shorter than where conditions were unfavorable for success.

3. Time lost by strikes and lockouts.—From a combination of the figures showing the average duration of strikes and lockouts and those showing the number of persons who are thrown out of employment by them, we may ascertain, somewhat roughly, the total labor time lost as the result of strikes and lockouts. It will be remembered that the total number of employees thrown out of work during the years 1881 to 1900 as the result of strikes was 6,105,694. The average duration of strikes during those years was 23.8 days. This means that during the period the number of days of labor lost as the result of strikes amounted to 145,315,517, equivalent, on the hypothesis that the average working year is 300 days (which is a rather unduly high estimate), to the labor of 484,385 persons for one year. The average number of persons thrown out of employment each year by strikes during the period in question was 305,685. The average number of days lost each year therefore would be 7,265,775 days, equivalent to the labor of 24,219 persons for one year. The significance of these figures can not be properly judged except by comparison with the total number of persons employed in industry during the period in question, and the total number of days which they might have worked. It will be remembered that, making proper eliminations for classes of employees who do not or can not strike, the number of persons employed in trade and industry in 1890 was 305,685. The number of days lost by strikes each year was equivalent to the labor of 24,219 persons, or $\frac{1}{12\frac{1}{2}}$ of the number of persons employed. It follows that for every day lost by strikes during this period the working force of the country might have worked 406 days. On an average each workman engaged in such industries as are subject to strike lost considerably less than one of his possible working days during a year as the result of strikes.

The total number of persons thrown out of employment by lockouts during the years from 1881 to 1900 was 504,307. The average duration of these lockouts was 97.1 days. The total number of working days lost as the result of lockouts during this period may be roughly obtained by multiplying these figures together, the result being 26,012,241, or an average of 1,300,612 days lost to workingmen by lockouts each year. The number of working days lost by lockouts is thus seen to be somewhat more than one-sixth as great as the number of days lost by strikes.

Combining the figures for strikes and lockouts, we find that the average number of days lost by workingmen each year as the result of both classes of disputes was 8,566,387, equal to the working time of 28,554 persons for a year, on the basis of 300 days to the working year. Since the total number of persons employed in industries subject to strikes and lockouts was 9,843,466, it follows that the amount of time lost by strikes and lockouts combined each year during this period was equivalent to the entire loss of the work of 1 person for each 380 persons employed.

It will, of course, be remembered that cessation of employment because of strikes and lockouts may often merely offset time which would be lost in any case because of the irregularity of work.

II. FOREIGN COUNTRIES.

1. Great Britain.—The total number of days of time lost by strikes and lockouts in Great Britain each year from 1890 to 1900 has been shown in the table above on page 644. The aggregate number of days lost for the 11 years was 113,129,953, or an average of 10,284,541 days yearly. This figure may be compared with that for the United States for the years 1881 to 1900, 8,566,387. The British statistics do not show the duration of strikes by the number of days before the employees of an establishment return or are replaced, but they give what amounts to practically the same thing, the average number of days lost by each person affected. The average number of days lost per person affected during the 11 years covered by the table was 34.9 days. This figure is fairly comparable with those for the duration of strikes and lockouts in the United States from 1881 to 1900, 23.8 days for strikes

ıd 97.1 days for lockouts. Disputes are thus, on the average, considerably nger in the United Kingdom than in our country.

The number of days lost each year per person affected by British strikes and ckouts was as follows (see p. 644):

Days lost by strikes and lockouts per person affected, Great Britain.

Year.	Days.	Year.	Days.
90	19.5	1896	18.9
91	26.3	1897	44.9
92	49.1	1898	60.2
93	49.7	1899	14
94	28.8	1900	20.5
95	21	Average	34.9

The average number of days lost per person affected shows thus the greatest ossible variation from year to year. In 1899 the average number of days lost vas only 14, while in 1898 it was 60.2. These wide differences are chiefly xplained by differences in the duration of a few important strikes, which embrace large proportion of the total number of persons affected by strikes and lockouts luring the respective years. Thus the extremely high proportion of days lost as he result of strikes and lockouts during 1898 was due to the very prolonged dis- putes in the coal-mining industry, which involved many thousands of working- men. The unusually high average of time lost by strikers in 1892 and 1893 was also due to the long and wide-reaching strikes in the coal mines.

2. **France.**—On page 646 will be found a table showing the number of strikers and the number of days of labor lost through strikes in France from 1892 to 1899, inclu- sive. The figures for days lost there given, however, include those lost by persons not themselves striking but thrown out as the result of strikes. The French statistics do not give us information as to the average duration of strikes, but the average number of days lost by each striker from year to year gives essentially the duration of strikes. The following table shows the number of days lost by each striker himself, excluding those lost by others through strikes after 1893:

Days lost by strikes per striker—France.

Year.	Days lost.	Year.	Days lost.
1890	11	1896	10
1891	16	1897	10
1892	19	1898	13
1893	18	1899	14
1894	18	1890–1899	14
1895	12		

From this table it will be seen that the average number of days lost by each striker during the 10 years covered by the table was 14. It will be remembered that the average duration of strikes in the United States and the average number of days lost by strikers in Great Britain very considerably exceed this figure.

The variation in the number of days lost by each striker from year to year is somewhat less marked in France than in Great Britain or the United States. The strikes in France during the years 1896 and 1897 were the shortest, the aver- age number of days lost by strikers being 10 in each year. The strikes of 1894 (the year 1893 not being comparable) were the longest, 18 days on the average being lost by each striker in that year.

The French statistics show also the number of strikes lasting from 1 to 7 days, from 8 to 15 days, etc. The following table covers the years from 1894 to 1898, inclusive, and shows the number of strikes, with respective degrees of duration.

Duration of strikes in France.

Year.	Number of strikes lasting—				
	1 to 7 days.	8 to 15 days.	16 to 30 days.	31 to 100 days.	101 days and over.
1894	232	82	36	35	
1895	276	61	33	31	
1896	306	96	39	32	
1897	234	64	32	24	
1898	242	60	35	28	
1894–1898	1,290	365	175	150	
Percentage, 1894–1898	64.6	18.3	8.8	7.6	

From this table it appears that in France during the years covered there were 1,996 strikes, of which 1,290, or 64.6 per cent, lasted only from 1 to 7 days. The number of strikes lasting from 8 to 15 days was 365, or 18.3 per cent of the total number of strikes. Strikes lasting more than 16 days but less than 1 month numbered 175, or 8 8 per cent of the total number.

All longer strikes, lasting more than 31 days, were less numerous even than strikes lasting from 16 to 30 days; these strikes numbered 150, or 7.6 per cent of the entire number of strikes. The number of strikes lasting more than 100 days during this period were only 16, or less than one one-hundredth of the entire number of strikes. More than 90 per cent of all the strikes in France during this period lasted less than 1 month.

An interesting inquiry is as to the relative duration of large and small strikes. The following table, compiled from the French statistics for 1894 to 1898, shows the percentage of the entire number of strikes of different degrees of magnitude which lasted 1 week, 2 weeks, 1 month, 100 days, and more than 100 days, respectively:

Duration of strikes according to number of strikers, France, 1894–1898.

Number of strikers.	Percentage of strikes lasting—				
	1 to 7 days.	8 to 15 days.	16 to 30 days.	31 to 100 days.	101 days or more.
5 to 25	71.9	15	7.6	5.1	0.5
26 to 50	67.4	16.8	7.3	8	.4
51 to 100	62.6	18.2	9.7	6.2	1
101 to 200	56.1	21.4	12.5	9.3	1.4
201 to 500	60.5	23.4	4.3	10.5	1.3
501 to 1,000	38.9	15.9	22.7	18.2	4.3
1,001 and over	29	23.7	18.2	29	5.1

From this table it appears that the smaller strikes are in general shorter than those involving a larger number of strikers. No less than 71.9 per cent of all strikes involving less than 25 persons during this period lasted only 1 week or less, while of strikes involving from 500 to 1,000 persons, 38.9 per cent only were as short as 1 week, and the proportion of such short strikes among those involving more than 1,000 persons is still smaller—29 per cent. On the other hand, of strikes involving less than 25 persons, only 5.4 per cent lasted more than 30 days, while of strikes involving from 500 to 1,000 persons, 22.5 per cent lasted more than 30 days, and of strikes involving more than 1,000 persons, 34.1 per cent lasted more than 30 days. While the figures do not indicate that the average duration of strikes is in strict proportion to the number of strikers, there is a clearly marked tendency in that direction. Thus there is only one group of strikes, as measured by the number of strikers, which shows a larger proportion of short strikes, lasting 1 week or less, than is shown by the group of strikes of the next smaller degree of magnitude. So, too, there is only one group of strikes which shows a proportion of long strikes, lasting more than 30 days, greater than that of the group of the next larger degree of magnitude.

The result indicated by these figures might be anticipated from general considerations. While in France a strike involving many persons, as will be seen later, is more likely to result in success than one involving a small number of persons, the duration of the larger strike is likely to be more prolonged because of the importance of the interests involved and of the unwillingness of either party to yield until the last extremity. Moreover, strikes involving many persons are less likely to be entered upon hastily and thoughtlessly than is the case with small strikes, and the point at issue in large strikes is more apt to be one as to which there is a strong difference of opinion.

3. Austria.—The Austrian strike reports present information on one point not covered by the statistics of any other country except France, namely, the time of the beginning of strikes. The large proportion of the total number of strikes which are begun in the spring is especially conspicuous. The Austrian statistics show that for the 6 years from 1894 to 1899, 37.2 per cent of all strikes, including 9.5 per cent of all striking workingmen, began in the spring; 28.9 per cent of all strikes, including 19.6 per cent of all strikers, began in the summer; the number of strikes beginning in the fall was 18.3 per cent of the total number of strikes, and included 16.9 per cent of the total number of strikers; the corresponding figures for strikes begun in the winter are 15.6 per cent and 14 per cent, respectively. It appears accordingly that in Austria nearly one-half of all strikers begin their movements in the spring, while less than one-third begin striking in both fall and winter.

The reasons for this difference in strikes according to seasons are of course obvious. Work in any case is apt to be more slack in winter than in summer, at least for many trades, and the need of a regular income on the part of the workingman is greater at that time than in the spring or summer.

The average duration of strikes in Austria for each year from 1894 to 1899 was as follows:

Duration of strikes in Austria.

Year.	Days.	Year.	Days.
1894	12.34	1897	12.47
1895	13	1898	11.18
1896	15	1899	14

The variation in the average length of strikes from year to year is thus seen to be comparatively slight, especially as compared with the United States and Great Britain. The average length of strikes also is very much less than in either of the countries just mentioned. It will be remembered that according to the statistics of the United States Department of Labor for 1881 to 1900, the average length of time elapsing between the beginning of strikes and the time when strikers were either reemployed or replaced was 23.8 days, while the average number of days lost by each striker in Great Britain from 1890 to 1900 was 34.9.

The Austrian statistics show further the number of strikes continuing from 1 to 5 days, from 6 to 10 days, etc. It appears that about 53 per cent of all strikes during the years 1894 to 1899 lasted less than 5 days, while strikes lasting from 6 to 25 days varied from 26.4 per cent of the total number to 37.2 per cent of the total number. Strikes lasting more than 25 days were thus usually less than one-sixth of the total number of strikes.

CHAPTER IV.

MONEY LOSSES FROM STRIKES AND LOCKOUTS—UNITED STATES.

1. **For all trades.**—The following table, prepared by the Department of Labor, is an estimate of the amount of wage losses resulting from strikes during the years 1881 to 1900. The wage loss has been calculated by multiplying the number of days elapsing between the beginning of each strike and the time when the places of the strikers were filled, by the average wages of the strikers. The amount of assistance paid to employees by labor organizations was ascertained as accurately as possible from the officers of those organizations. The losses of employers were

reported by the employers themselves, and were based on the estimated deductions from profits resulting from strikes. It is of course especially difficult to estimate these losses accurately. On this point the Commissioner of Labor says in his Sixteenth Annual Report: "The figures here given are for the immediate and in many instances only temporary, losses of employees and employers. In most businesses, as previously intimated, there are seasons of entire or partial idleness among the employees, owing to sickness, voluntary lay-offs, running short time, etc., the working days per year being on an average from 200 to 250 days out of a possible 313. When a strike or lockout occurs in an establishment whose business is of such a character it is often followed by a period of unusual activity, in which the employee and employer both make up the time lost by reason of the temporary cessation of business on account of the strike. The employer may in some instances be subjected to an ultimate loss by reason of his inability to fill contracts already made, but it may be accepted as a fact that much of the loss in the cases of both employer and employee is only temporary. It was found impossible, however, for the agents of the Department to take these facts into consideration, inasmuch as in many instances a period of six months or even a year must have elapsed before the whole or even a part of such loss was made up."

Wage loss of employees, assistance to employees, and loss of employers, January 1, 1881, to December 31, 1900.

Year.	Strikes.			Lockouts.		
	To date when strikers were reemployed or employed elsewhere.		Loss of employers.	To date when employees locked out were reemployed or employed elsewhere.		Loss of employers.
	Wage loss of employees.	Assistance to employees by labor organizations.		Wage loss of employees.	Assistance to employees by labor organizations.	
1881	$3,372,578	$287,999	$1,919,483	$18,519	$3,150	$6,[illegible]
1882	9,864,228	734,339	4,269,094	466,345	47,668	112,[illegible]
1883	6,274,480	461,233	4,696,027	1,069,212	102,258	287,[illegible]
1884	7,666,717	407,871	3,393,073	1,421,410	314,027	640,[illegible]
1885	10,663,248	465,827	4,388,893	901,173	89,486	456,[illegible]
1886	14,992,453	1,122,130	12,357,808	4,281,058	549,452	1,969,[illegible]
1887	16,560,534	1,121,554	6,698,496	4,233,700	155,846	2,[illegible]
1888	6,877,749	1,752,668	6,509,017	1,100,057	85,931	1,21[illegible]
1889	10,409,686	592,017	2,936,752	1,379,722	115,389	30[illegible]
1890	13,875,338	910,285	5,135,404	957,966	77,210	68[illegible]
1891	14,801,505	1,132,557	6,176,688	883,709	50,195	61[illegible]
1892	10,772,622	883,874	5,145,691	2,856,013	537,684	1,[illegible]
1893	9,938,048	563,188	3,406,196	6,659,401	364,268	1,[illegible]
1894	87,145,532	931,052	18,982,129	2,022,769	160,244	9[illegible]
1895	13,044,830	559,165	5,072,282	791,703	67,701	5[illegible]
1896	11,098,207	462,165	5,304,235	690,945	61,355	3[illegible]
1897	17,468,904	721,164	4,868,687	583,606	47,326	2[illegible]
1898	10,037,284	585,228	4,596,462	880,461	47,098	3[illegible]
1899	15,157,965	1,096,030	7,443,407	1,185,174	126,957	5[illegible]
1900	18,341,570	1,434,452	9,431,299	16,136,802	448,219	5,4[illegible]
Total	257,863,478	16,174,798	122,731,121	48,819,745	3,451,461	19,9[illegible]

The loss to employees in the establishments in which strikes occurred, for the period of 20 years, was $257,863,478. The loss to employees through lockouts for the same period was $48,819,745; or a total loss to employees by reason of these two classes of industrial disturbances of $306,683,223. The number of persons thrown out of employment by reason of strikes was 6,105,694, making an average loss of $42 to each person involved. The number of employees thrown out by lockouts was 504,807, making an average loss of $97 to each person involved. Combining the figures for strikes and lockouts it is seen that the wage loss to employees, as above stated, was $306,683,223, and the number of establishments involved, 127,422, while 6,610,001 persons were thrown out of employment. These figures show an average wage loss of $2,406 to the employees in each establishment, and an average loss of $46 to each person involved.

The aggregate amount of loss shown by these figures appears startling at first glance. It must be remembered, however, that the figures cover a period of 20 years. While the total loss to employees as the result of strikes during this period was $257,863,478, the average loss per year was only $12,893,174, which is after all a relatively small amount when compared with the billions of dollars received by

nployees annually in wages. The fact, which has already been pointed out, at less than 1 day per year of the working time of the laboring force of the untry, employed in industries where strikes are likely to occur, is lost through rike is sufficient indication of the relatively small percentage of wages which e lost in this way.

It will be observed that the losses of employers are shown to be considerably ss than those of employees, the aggregate for strikes and lockouts from 1881 to 1900 eing $142,659,104, somewhat less than one-half of the amount lost by strikers. This of course to be expected, since the amount paid in wages in the majority of establishments is considerably greater than the profits of the employer. Of course the gures for the losses of employers make no account of the higher wages which ey may be compelled to pay as the result of a successful strike.

The losses through strikes and lockouts vary from year to year, in accordance ith the number of persons affected, the duration of disputes, the rate of wages r profits in the industry, and other conditions. The excessive losses both of nployers and employees through lockouts in 1900 are explained chiefly by the rolonged and expensive dispute in the Chicago building trades.

The relative proportion of the loss to employers, as compared with that of mployees, differs considerably in different years. Thus in 1889 the loss of nployers was apparently less than one-third as great as that of the employees, hile in 1886 the loss of employers was more than three-fourths the loss of the mployees. No useful generalizations can be drawn from the statistics as to the auses of these differences. The same is true as to the relative proportion etween the wage loss of employees and the amount of assistance paid to mployees by labor organizations. This proportion will vary from year to year, ccording as the strikes are more or less frequent in those trades in which the system of strike benefits is highly developed and according as other conditions differ.

It may not be inappropriate here to call attention to the fact that representatives of organized labor very generally contend that the advantages and disadvantages of strikes can not be measured by the mere number of cases in which he strikers succeed immediately or fail immediately to gain their demands, or by he amount of wages lost during the strike. In the first place it is claimed that lthough the proportion of unsuccessful strikes may be high, yet the policy of triking may advance the interests of the working classes. Frequently employers, t is said, learn from prolonged strikes the strength of organization among their mployees, even though for the time being the demands may be successfully esisted. Rather than encounter again the losses attending upon a strike, the mployer may be willing to grant the next demand of the workingmen; in fact, e may voluntarily advance wages or improve conditions as soon as he is able to lo so. It is pointed out that an unsuccessful strike usually means merely that the workingmen remain in the same position in which they were before, not that they are in a worse position, while the successful strike means that they are in an absolutely better position.

In judging the relative gain or loss from strikes it is necessary to compare the total loss of time and of strike funds in both successful and unsuccessful strikes with the total increase in wages or other improvements in conditions coming from successful strikes. It is obvious that no satisfactory statistical comparison of such a sort can be made. The value of many of the improved conditions obtained by successful strikes can not be measured as advances in wages are measured. Again, the length of time during which the better conditions prevail as the result of the strikes can not be ascertained. Labor leaders claim that, generally speaking, the advantage resulting from successful strikes is practically permanent, so that when once the losses of strikes have been recouped as the result of higher wages or improved conditions, the benefit for the future is clear gain, but this is certainly not always the case.

Finally, great stress is made by workingmen on the point already elaborated above, that the loss of wages during strikes might have been partly or wholly balanced by loss of wages as the result of enforced idleness in the absence of a strike. If, they say, a certain number of days of employment are to be lost during the year in any case, it is better that the idleness should occur at the time when the striker desires rather than at a time when the employer desires. Here again it is obviously impossible to measure quantitatively the importance of this contention of the workingmen. No one can tell how much more unemployment results from strikes than would have existed in their absence, but there is beyond question some truth in the position stated.

2. **Losses of employers and employees, by industries.**—The following table shows for the years 1887 to June 30, 1894, the losses of employers and employees by strikes in the leading industries, similar data for the entire period from 1881 to 1900 not being available at the time the present report goes to press.

Losses of employers and employees by strikes in leading industries, 1887–1894.

Industries.	Employees.		Loss of employers.
	Wage loss.	Assistance.	
Boots and shoes	$8,143,432	$246,340	$1,317,1[illegible]
Brewing	173,676	47,416	123,[illegible]
Brick	812,918	21,871	294,[illegible]
Building trades	9,852,266	1,014,447	4,458,[illegible]
Carpeting	357,746	12,337	94,[illegible]
Carriages and wagons	133,139	4,419	88,[illegible]
Clothing	2,194,551	245,922	812,[illegible]
Coal and coke	50,649,851	816,813	11,601,[illegible]
Cooperage	223,101	52,458	114,[illegible]
Cotton and woolen goods	558,307	34,025	205,[illegible]
Cotton goods	1,475,383	78,509	388,[illegible]
Domestic service	137,301	15,442	62,[illegible]
Food preparations	569,425	54,676	459,[illegible]
Furniture	894,090	156,983	451,[illegible]
Glass	3,806,905	496,289	1,043,[illegible]
Leather and leather goods	755,115	79,974	642,[illegible]
Lumber	414,359	4,935	252,[illegible]
Machines and machinery	1,038,322	77,361	894,[illegible]
Metals and metallic goods	10,709,794	818,449	3,477,[illegible]
Musical instruments	310,512	41,539	188,[illegible]
Pottery and earthenware	2,002,479	90,363	512,[illegible]
Printing and publishing	846,129	258,785	861,[illegible]
Public ways construction	277,796	18,581	99,[illegible]
Public works construction	84,131	920	49,[illegible]
Railroad car building	581,671	80,663	47,[illegible]
Rubber goods	118,002	24,300	37,[illegible]
Shipbuilding, etc	828,983	17,624	86,[illegible]
Silk goods	1,250,822	46,813	640,[illegible]
Stone quarrying and cutting	2,885,303	273,848	1,281,[illegible]
Telegraphy	8,604	690	1,[illegible]
Tobacco	3,321,569	658,341	1,258,[illegible]
Transportation	8,828,651	1,701,624	18,118,971
Wooden goods	536,663	41,416	366,10[illegible]
Woolen and worsted goods	708,007	14,368	267,24[illegible]
Miscellaneous	1,926,318	98,791	1,259,84[illegible]
Total	111,992,934	7,589,849	51,868,233

It will not be profitable to consider in detail the losses of employers and employees from strikes in the respective industries. It is obvious that in those industries in which the number of strikes is the greatest relatively to the total number of persons employed in the trade, and in which the average duration of the strike is the longest, the per capita wage loss of employees will be the greatest. The average rate of wages of employees will of course also affect the loss materially. The extremely high proportion of strikes in the coal and coke industry and their long duration explains the fact that out of the total $111,992,934 of wages lost by strikes during the years of 1887 to 1894, more than $50,000,000 were lost by those employed in this industry. It must not be forgotten, however, that this is an industry in which, quite aside from strikes, employment is very irregular, and it may be questioned whether the amount of time lost has been materially increased by strikes.

A comparison between the amount of wages lost in strikes and the amount of assistance received by strikers from trade unions will give a reasonably fair method of estimating the strength of organizations in the respective trades, since the adoption of a system of strike benefits and the ability to continue payments during a prolonged strike is usually the mark of effective organization. The degree of hardship entailed on employees during strikes varies also roughly as the proportion of assistance received to wages. From the above table it will be seen that the proportion of strike assistance to wage loss for all industries from 1887 to 1894 was about one-sixteenth. The largest proportion of strike assistance is found in the transportation trades, where the amount paid out in this way was nearly one-fifth of the amount of wages lost. While a considerable number of strikes on transportation lines are doubtless among the less skilled employees who are not strongly organized, the great railway brotherhoods of engineers, firemen, conductors, and trainmen pay such large benefits to those who are idle on strike, and have such large accumulated funds with which to continue payments, that for the industry as a whole the amount of strike assistance is very great. The strongly organized glass workers have also highly effective systems of strike benefits, and from 1887 to 1894 the amount paid out for assistance to strikers was equal to about one-eighth of the amount of wage loss. The proportion in the case of the building trades, which are also relatively strongly organized, was a

le more than one-tenth. The Cigar Makers' Union has also a particularly ctive system of strike benefits and reserve funds, and the organization was e to furnish assistance to strikers equal to one-sixth of the wages lost. Among weakly organized trades, the boot and shoe workers were yet able to pay an ount of strike assistance equal to one-thirteenth of the wage loss. In the cot- manufacture the assistance was only approximately one-nineteenth of the ount of wage loss. Most conspicuous of all is the great coal and coke industry, which the amount of strike assistance was only about one-sixtieth of the enor- us amount of wage loss.

A comparison of the loss of employers with the wage loss of employees shows so a great difference in the different industries. For all industries, collectively, e proportion of the loss of employers, as compared with the wage loss of employ- s, is about 43 per cent. For the transportation industries, however, the losses of nployers are reported as more than twice as great as the wage losses of employ- s. It is obvious that the stopping or partial stopping of great transportation nes interferes much more seriously with the prosperity of a transportation com- ny than the mere closing of a factory interferes with the prosperity of its owner. ne enormous fixed plant of a railway company which is rendered idle, or whose peration is seriously hampered, by a strike is the most important element in xplaining this high loss to employers from railway strikes. Moreover, the action a small part of the employees may derange an entire system. In the printing ades also the loss of employers from strikes is reported as fully greater than that the employees. Here, again, the interference with the publishing of a newspa- er as the result of a strike can scarcely fail to result in great loss to the employer. he proportion of loss to employers as compared with employees in the building ades is approximately the same as the average for all trades. In the great num- er of strikes by the coal and coke industry, however, the loss of employers is eported as only about 22 per cent of the loss of employees.

The figures for losses in lockouts do not sufficiently differ in their significance rom those for strikes as to warrant special discussion, especially as the aggregate f losses is so much less than in the case of strikes.

CHAPTER V.

RESULTS OF STRIKES AND LOCKOUTS.

I. UNITED STATES.

1. Success and failure of strikes and lockouts, by establishments.—The following table shows, by years, from 1881 to 1900, the per cent of establishments in which employees engaged in strikes succeeded, succeeded partly, or failed, with similar statistics regarding lockouts:

Results for establishments, January 1, 1881, to December 31, 1900.

Year.	Per cent of establishments in strikes in which employees—			Per cent of establishments in lockouts in which employees—		
	Succeeded.	Succeeded partly.	Failed.	Succeeded.	Compromised.	Failed.
1881	61.37	7.00	31.63	.....	11.11	88.89
1882	53.59	8.17	38.24	35.71	.....	64.29
1883	58.17	16.09	25.74	43.59	.....	56.41
1884	51.50	3.89	44.61	71.75	.28	27.97
1885	52.80	9.50	37.70	58.47	3.28	38.25
1886	34.50	18.85	46.65	65.71	13.11	21.18
1887	45.64	7.19	47.17	64.56	1.25	34.19
1888	52.22	5.48	42.30	21.67	3.89	74.44
1889	46.49	18.91	34.60	33.33	25.76	40.91
1890	52.65	10.01	37.34	28.70	5.56	65.74
1891	37.88	8.29	53.83	21.79	14.29	63.92
1892	39.31	8.70	51.99	5.59	25.28	69.13
1893	50.86	10.32	38.82	39.79	18.31	41.90
1894	38.09	13.50	48.41	86.29	2.40	11.31
1895	55.24	9.94	34.82	86.49	.27	13.24
1896	59.19	7.47	33.34	17.65	1.96	80.39
1897	57.31	28.12	14.57	35.67	3.51	60.82
1898	64.19	6.38	29.43	35.98	.61	63.41
1899	73.24	14.25	12.51	81.37	.62	18.01
1900	46.43	20.62	32.95	5.39	.31	94.30
Total	50.77	13.04	36.19	42.93	6.28	50.79

For the 20 years covered by this table, the proportion of strikes which succeed was 50.77 per cent, and the proportion which failed 36.19 per cent, as determined by the statistics for establishments. It must be remembered, however that a strike which partly succeeds in obtaining its object is, generally speaking, to be considered a victory for the employees. It is very common for strikers to demand more than they really expect to get, and a partial success may mean material improvement in the condition of the workers. In some cases, to be sure the gain in a compromised strike may be so slight as in no sense to offset the loss of wages and other losses attending it.

If the percentage of strikes which succeeded partly be added to that of strikes which succeeded altogether, the result will be that in 63.81 per cent of all establishments in which strikes occurred during the period from 1881 to 1900, the strike resulted advantageously to the strikers.

The proportion of successful and unsuccessful strikes has varied greatly in different years. Considering the third column, which shows the establishments in which strikes are to be considered failures, we find a range from 12.51 per cent in 1899 to 53.83 per cent in 1891. It would be interesting, were it possible, to discover the leading causes for the differences in the proportion of success and failure from year to year, but the elements entering into the matter are so complex and the evidence so scanty that generalization would probably be misleading. It might, however, be expected, broadly speaking, that strikes would be more successful in years of general prosperity, when the employers could afford to raise wages or grant improved conditions, than in years of commercial depression. Strikes during the relatively prosperous years from 1898 to 1900 show a considerably greater degree of success than those in the depressed years from 1894 to 1897. At the same time 1891 and 1892, prosperous years, were marked by less than average success for strikers.

It is noteworthy that strikes during the last six years covered by the table were in general much more successful than during earlier years. This is possibly an indication of growing strength on the part of labor organizations.

It is interesting to notice that, according to these statistics, the proportion of strikes in the United States which result in compromise is very much less than in any European country for which statistics are given, where compromised strikes are usually from one-third to one-half of the entire number. It is by no means impossible that this wide difference is due in part to different methods of reporting and estimating the results of strikes. It may be that the American statistics would represent a strike as a total failure, while the foreign authorities would discover some element of advantage to the employees and would enter it as a compromised strike. Of course, on the other hand, there might be strikes which the American reports would treat as wholly successful, but which in Europe would be considered as compromised. In this country, moreover, strike statistics are secured only a considerable time after the end of the dispute. In the meantime the minor facts regarding the settlement of a dispute may be forgotten and only the general gain for the one side or the other may be reported. In Europe strikes are usually reported soon after they occur, while the precise points at issue and the results are more fresh in memory. Doubtless, however, different conditions in Europe bring it about that there are really many more compromised strikes than in our country.

The inclusion of the statistics regarding the results of lockouts modifies very slightly the conclusions regarding the success and failure of industrial disputes gained from consideration of strikes alone. In the above table the statistics of the Department of Labor have been reversed. The results of lockouts, as well as the results of strikes, have been based upon the success or failure of the employees, while in the original table the success or failure of a lockout meant success or failure of the employers. The difference between the strike and the lockout, as already indicated, is so slight that there seems no great gain in employing a different method of stating the results. The only difficulty arises as to the significance of a partly successful lockout. We have considered partly successful strikes in general as resulting to the benefit of the employees. It might seem at first that a partly successful lockout is really a victory for the employer, since he takes the first step in proposing the changed conditions and succeeds in establishing part of the desired change. But precisely the same situation arises in the case of the strike which is designed to resist a proposed reduction of wages. If the reduction made after the strike is less than the employer had proposed, the employees may, perhaps, fairly be stated to have succeeded in part with their contention. Although their position is worse than before the strike it is better than it would have been without the strike. In the same way a compromised lockout leaves the employees in a better position than they would have occupied had there been no resistance to the proposals of the employer. The fairness of this method of estimating success is dependent mainly on the fact that the employer is, under

r system of industry, theoretically the dictator of labor conditions. Whatever e workingmen get beyond what he is willing to grant may be considered gain for em. On the basis of this reasoning we may perhaps fairly call a partial suc-ssful lockout a partial success for the employees, rather than for the employers. In any case little difference would be made in the figures for the results of dustrial disputes did we include compromised lockouts under the head of sucsses for employees or failures for them. The number of lockouts is less than ie-tenth of the number of strikes. The proportion of compromised lockouts is ly one-sixteenth of the total number of lockouts, and the percentage of success failure for employees in strikes and lockouts combined would be varied less an 1 per cent by classing these compromised lockouts one way or the other.

The table shows, for the entire period of 20 years, that the employees had the lvantage in 42.93 per cent of the establishments in which lockouts occurred; that ie employers gained their point in 50.79 per cent of the establishments, and that 6.28 per cent of the establishments there was a compromise. Although the roportion of success for employees in lockouts is considerably less than in trikes, the fact that the number of lockouts is so small indicates that the sta-stics of success and failure for both classes together would not vary materially rom the statistics for strikes alone. The very large proportion of establish-ents in which locked-out employees were defeated during 1900 is accounted or chiefly by the result of the great lockout in the Chicago building trades, in which very many establishments were concerned and in which the employers won heir contention.

2. Success and failure of strikes by persons concerned.—The relative proportion of uccess and failure in strikes appears somewhat differently if we consider, instead of the number of establishments in which strikes succeeded or failed, the pro-portion of employees who gained or lost their object in the strikes of the respective years. The percentages of success and failure from this standpoint are shown in the following table:

Results of strikes for employees, January 1, 1881, to December 31, 1900.

Year.	Per cent thrown out of employment.		
	In successful strikes.	In partly successful strikes.	In strikes which failed.
1881	42.93	13.50	43.57
1882	29.58	4.60	65.82
1883	36.82	11.37	51.81
1884	35.86	3.43	60.71
1885	47.54	9.82	42.63
1886	38.48	14.61	46.91
1887	33.60	6.97	59.43
1888	27.83	7.54	64.63
1889	28.89	25.09	46.02
1890	45.12	13.77	41.11
1891	27.02	7.65	65.33
1892	29.58	7.95	62.47
1893	23.44	15.79	60.77
1894	17.79	20.83	61.38
1895	39.86	11.14	49.00
1896	41.39	14.31	44.30
1897	38.90	37.29	23.81
1898	43.64	9.24	47.12
1899	54.48	14.30	31.22
1900	28.81	38.75	32.44
Total	35.02	16.72	48.26

It will be observed that this method of comparison shows the results of strikes much less favorable to the employees than the method of comparison by the number of establishments. While for the entire period the percentage of establishments in which strikes succeeded or partly succeeded was 63.81, the number of persons thrown out of employment in successful and partly successful strikes amounted to only 51.74 per cent of the total number of persons thrown out of employment. Almost half of all strikers failed altogether to win their object. This difference seems to indicate that strikes in larger establishments are somewhat less apt to be successful than those in smaller ones, a fact which might perhaps be expected on general grounds, since in the larger establishment the employer is likely to have more capital and greater resisting power.

If we consider the relative proportion of successful and unsuccessful strikes from year to year, as shown by the figures for the persons thrown out of employment, we have again results differing somewhat from those shown by the table regarding establishments. Nevertheless, the above suggestions as to the relative success of strikes in prosperous years as compared with years of depression are fairly borne out, except by the figures for the years 1882 and 1884. Thus, while in 1882 only 38.24 per cent of the establishments involved in strikes show a failure, no less than 65.82 per cent of the persons thrown out of employment by strikes in that year failed to win their case. The proportion of employees who were successful in the strikes of 1884 was also large. Both of those years were years of fair prosperity. The figures for the number of strikers in 1898 to 1900 confirm the opinion that prosperity of business tends to make strikes successful. At the same time comparisons for other years, as before, fail to show a close parallelism between the degree of industrial prosperity and the result of strikes.

Such discrepancies as a detailed comparison from year to year shows between the results, as indicated by establishments, and as indicated by persons thrown out of employment, emphasize the difficulty of properly handling strike statistics. A few strikes lost or won in great establishments employing many thousands of persons may make a wide difference in the relation between totals for establishments and the total for strikers in the measurement of results. Since the causes of success or failure in these large establishments may be peculiar and independent of causes affecting the country generally, conclusions as to the effect of wide-reaching causes on the results of strikes as a whole may be vitiated. For some purposes comparisons of strike statistics on the basis of the number of strikers are most satisfactory; for other purposes comparisons by establishments are to be preferred. Either method is somewhat inconclusive as a means to measure the effect of conditions and causes on the success or failure of strikes, or even to measure the degree of success or failure.

It must further be remembered in considering the results of strikes that the statistics of the Department of Labor do not cover at all strikes lasting only a single day. Such strikes are very numerous and their short duration is usually due to a concession by the employer.

In another connection some discussion has been given as to the relative significance of successful and unsuccessful strikes.[1] It is often urged that though a majority of strikers may fail to gain their cause immediately, yet the policy of striking may still be advantageous.

3. Statistics presented by State bureaus and labor organizations.—It would be desirable, if possible, to compare with the statistics of the Department of Labor regarding the results of strikes comprehensive statistics for separate States and trades prepared by other authorities. Unfortunately no such comprehensive statistics exist and the accuracy of the few figures available is open to question.

It may be, however, worth while to call attention to the strike statistics prepared by the New York bureau of labor statistics, covering the years from 1885 to 1892.[2] This is approximately the same length of time as that covered by the second strike report of the Department of Labor, January 1, 1887, to July 1, 1894. The New York statistics are, like most of those of the Department of Labor, based upon the number of establishments. The total number of establishments affected by strikes in New York reported for the 8 years was 22,559, while the Department of Labor discovered only 9,539 strikes in that State during the years 1887 to 1894. The difference, so far as it is not explicable by the difference in the years covered, is probably due rather to differences in the method of defining establishments than to the greater completeness of the New York returns.[3]

According to the reports of the New York bureau the number of successful strikes, by establishments, during the years 1885 to 1891 was 15,259; compromised 1,752; unsuccessful, 5,362. The proportion of successful strikes would thus appear to be a little over 67 per cent, while the number which failed entirely was only about 25 per cent. These figures show a much larger proportion of successful strikes than are reported by the Department of Labor for the strikes of the entire country, either from 1887 to 1894 or from 1881 to 1900. Nevertheless, it is not to be hastily inferred that there is a material discrepancy between the statistics of the two authorities. The reports of the Department of Labor itself show the proportion of successful strikes in New York to be considerably above the average for the nation as a whole, successful strikes in that State from 1887 to 1894 being stated as 63 per cent of all, and strikes wholly unsuccessful only 32 per cent. The strong organization of the building and other leading trades in the

[1] P. 669.

[2] Summarized in Report of New York Bureau of Labor Statistics, 1891, p. 1060, and 1892, p. 3.

[3] Some strikes lasting less than 1 day are probably counted by the New York bureau, which would be excluded by the Department of Labor.

great cities of New York probably explains the large proportion of successful strikes in that State.

The bureau of industrial statistics of the State of Pennsylvania also kept some records of strikes for a considerable number of years. The basis for the enumeration in that State was the individual strike, not the establishments affected, and the numbers accordingly are relatively small. Moreover, it seems probable that by no means all of the strikes are covered by the statistics. For this reason it will not be profitable to consider the figures for any considerable number of years or to analyze them in detail. It will suffice to point out that for the years 1887 to 1890 the Pennsylvania bureau reported 37 successful and partly successful strikes as against 72 unsuccessful strikes. The proportion of successful strikes would thus appear to be considerably lower than that indicated by the statistics of the United States Department of Labor for the entire country, based on establishments. The proportion of wholly successful strikes in Pennsylvania from 1887 to 1894, as reported by the national department, is somewhat lower than the average for all States,[1] but reaches nearly 40 per cent of all, while wholly unsuccessful strikes amounted to about 53 per cent of all.

The American Federation of Labor has during the past few years made a practice of obtaining strike statistics from the organizations included in its membership. These organizations cover a very considerable proportion of the number of organized laborers in all trades, but of course the proportion of members of the American Federation of Labor to the total number of employees, organized and unorganized, is comparatively small. The basis of the reports concerning strikes presented by the American Federation is the number of individual strikes, not the number of establishments affected. Information is, of course, obtained exclusively from the members of the allied unions. The general inclination of the officers of the separate unions, as well as the officers of the Federation, is probably to make the most favorable showing possible as to the results of strikes, for the purpose of encouraging nonunion men to join the organization, and for other ends. The following table shows the report of the American Federation of Labor concerning strikes for the years 1897 to 1900, inclusive.[2]

Year.	Persons striking.	Successful.	Compromised.	Unsuccessful.
1897	164,872	189	31	33
1898	22,311	160	29	36
1899	144,282	425	39	48
1900	213,190	455	74	106
Total	.....	1,229	173	223

From this it will be seen that the Federation claims that its constituent unions have won 1,229 strikes out of the 1,625 strikes which have been brought to a definite settlement in the 4 years. This proportion of successful strikes, approximately three-fourths, may be contrasted with the 50.77 per cent of successful strikes (as measured by establishments) reported by the Department of Labor for the years 1881 to 1900, and as contrasted with an average of 60.3 per cent of successful strikes reported by that Department for the years 1897–1900. If the number of compromised strikes be added to the number of successful strikes, we find that nearly seven-eighths of all the strikes reported, according to the American Federation of Labor, resulted in advantage to the employees.

It may, of course, readily be that these figures of the Federation are fairly accurate, and that the explanation of the greater success of the strikes reported is that they are conducted by the strongest labor organizations in the country. The strikes covered by the statistics of the Department of Labor include many by unorganized workingmen or by weak local unions, while the great majority of the strikes reported by the Federation are made by unions affiliated with large national organizations. The figures of the Federation cover less than one-third of the total number of strikes occurring in the country, as reported by the Department of Labor, which found 5,710 strikes from 1897 to 1900, while the Federation reports cover only 1,625. Finally, the basis of statistics as to results in the one case is the separate strikes and in the other the establishments.

The reports of the American Federation of Labor concerning the results of strikes in individual trades show for almost every trade a larger number of successful strikes than of unsuccessful strikes. For the year 1900 the only trades reporting that they had lost more strikes than they had won were the iron molders and the printers.

[1] See Report of Commissioner of Labor, 1894, p. 1485; Annual Report Secretary of Internal Affairs of Pennsylvania, part 3, 1890, pp. 3C–5C.

[2] Compiled from annual reports of the secretary of the American Federation of Labor.

Two or three of the leading labor organizations have kept records of the results of strikes for a considerable number of years. Thus the Secretary of the United Brotherhood of Carpenters and Joiners, an organization including from 25,000 to 40,000 members, reported in 1898 that during the 15 years since 1883 the members of the organization had engaged in 1,026 strikes and lockouts, of which 898 were successful, 67 compromised, and 61 lost. Here the proportion of successful strikes is considerably higher than even for the American Federation as a whole, the number of successful and partly successful strikes being considerably more than nine-tenths of the total number. The same comments as to the trustworthiness of these statistics may be made as have been suggested concerning the statistics of the Federation. The Brotherhood of Carpenters is a strong national organization and its local unions are still further strengthened in many cases by affiliation with other unions in the building trades, or with local unions generally. By means of sympathetic strikes, as well as by the strength of the separate unions themselves, the organization is doubtless able to win a large proportion of its strikes, but the percentage indicated by the above figures is so very high as to cause some doubt of the methods employed in collecting and presenting the statistics.

We have also, among other less important statistics prepared by labor organizations, a record of the strikes of the Brotherhood of Painters and Decorators for the years 1891 to 1892.[1] This shows for the 2 years 107 successful strikes and 20 partly successful, as compared with only 16 strikes which failed.

4. Results of strikes for respective causes.—An important question arises as to the relative success of strikes for different classes of objects. The following table has been prepared for strikes of the years 1881 to 1900, as reported by the United States Department of Labor. The same method has been used as in compiling the table above (p. 653), regarding the causes of strikes That is, where in the reports two or more causes are given for a single strike, each cause has been tabulated separately and the result of the strike has also been entered under the heading for each cause. The detailed causes have been brought together into comprehensive groups in the way already indicated. This method gives the most satisfactory available basis of comparison as to the relative success of strikes for different causes. Of course where a strike is intended to accomplish two or more objects it is impossible to know which was the most important, upon which the general success or failure of the strike depended. In the case of partly successful strikes especially, it may be that the objects gained were much less important than those which the strikers failed to gain, while on the other hand precisely the reverse may be the case.

Results of strikes according to causes, 1881–1900.

Causes	Total number of establishments in which strikes were caused by demand.[1]	No. of establishments in which strikes for causes named were—			Per cent of establishments in which strikes were—		
		Successful.	Partly successful.	Unsuccessful.	Successful.	Partly successful.	Unsuccessful.
For increase of wages and adoption of scales	64,321	34,227	11,745	18,338	53.2	18.2	28.6
Against decrease of wages	10,843	4,480	1,296	5,052	41.3	12.1	46.5
For reduction of hours, overtime pay, holidays, etc	40,228	23,779	5,779	10,653	59.3	14.2	26.5
Regarding time and method of paying wages, fines, screening of coal, company stores, etc	8,254	4,222	848	3,184	51.1	10.3	38.6
For recognition of union and adoption of union rules	9,968	5,063	1,369	3,536	50.8	13.8	35.4
In sympathy with strikers or men locked out elsewhere	4,700	1,173	104	3,420	24.9	2.2	72.9
Against employment of nonunion men, foremen, foreigners, negroes, etc	8,273	4,256	370	3,640	51.7	4.5	43.9
For employment, retention, or reinstatement of men	1,688	577	119	941	35.9	7.3	57.7
Regarding apprenticeship and employment of children	1,223	724	38	461	59.1	3.1	37.7
Regarding use of machinery and appliances	221	90	5	126	40.7	2.3	57
Regarding working rules and miscellaneous matters	6,075	4,127	248	1,695	68	4	28
Total	[2]155,744	82,718	21,921	51,046	53.1	14.1	32.8

[1] See p. 136 of this volume.

[2] Slight discrepancies between the totals and the figures for results are due to the inclusion in the column of a very few strikes for which results were not ascertained.

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From this it will be seen that the Federation claims that its constituent unions have won 1,229 strikes out of the 1,625 strikes which have been brought to a definite settlement in the 4 years. This proportion of successful strikes, approximately three-fourths, may be contrasted with the 50.77 per cent of successful strikes (as measured by establishments) reported by the Department of Labor for the years 1881 to 1900, and as contrasted with an average of 60.3 per cent of successful strikes reported by that Department for the years 1897–1900. If the number of compromised strikes be added to the number of successful strikes, we find that nearly seven-eighths of all the strikes reported, according to the American Federation of Labor, resulted in advantage to the employees.

It may, of course, readily be that these figures of the Federation are fairly accurate, and that the explanation of the greater success of the strikes reported is that they are conducted by the strongest labor organizations in the country. The strikes covered by the statistics of the Department of Labor include many by unorganized workingmen or by weak local unions, while the great majority of the strikes reported by the Federation are made by unions affiliated with large national organizations. The figures of the Federation cover less than one-third of the total number of strikes occurring in the country, as reported by the Department of Labor, which found 5,710 strikes from 1897 to 1900, while the Federation reports cover only 1,625. Finally, the basis of statistics as to results in the one case is the separate strikes and in the other the establishments.

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[1] See Report of Commissioner of Labor, 1894, p. 1485; Annual Report Secretary of Internal Affairs of Pennsylvania, part 3, 1890, pp. 3C–5C.

[2] Compiled from annual reports of the secretary of the American Federation of Labor.

5. Success and failure of strikes by industries.—Hitherto we have been considering the results of strikes as regards industries as a whole. We may now present similar statistics for the leading individual industries, for the years from 1881 to 1900, as compiled by the report of the Department of Labor for 1900. The following table shows for the leading trades the percentage of establishments in which strikes succeeded and failed for the 20 years, distinguishing between strikes ordered by labor organizations and those not so ordered. Unfortunately it is impossible to ascertain the proportion of strikers for each trade who succeeded or who failed in obtaining their demands.

Per cent of establishments in which strikers succeeded, succeeded partly, and failed in strikes ordered and not ordered, by organizations, by industries, January 1, 1881, to December 31, 1900.

[This table does not include the results for 37 establishments for which the data were not obtainable by reason of the fact that strikes were still pending, etc., and 104 establishments engaged in strikes for which information was not obtainable as to whether they were ordered or not ordered by organizations.]

Industry.	Strikes ordered by organizations.				Strikes not ordered by organizations.			
	Number of strikes.	Per cent of establishments in which strikes—			Number of strikes.	Per cent of establishments in which strikes—		
		Succeeded.	Succeeded partly.	Failed.		Succeeded.	Succeeded partly.	Failed.
Agricultural implements	80	22.58	12.90	64.52	21	28.57	9.52	61.91
Boots and shoes	639	40.59	9.56	49.85	228	34.54	4.82	60.64
Brewing	73	37.29	20.06	42.65	8	60	.....	40
Brick	96	35.91	24.68	39.41	88	27.52	1.18	71.30
Building trades	3,989	55.24	13.18	31.58	451	52.23	9.21	38.56
Carpeting	45	48.87	3.76	47.37	92	24.09	14.55	61.36
Carriages and wagons	20	89.17	3.14	7.69	37	31.58	15.79	52.63
Clothing	1,365	74.02	7.83	18.15	273	55.20	4.83	39.97
Coal and coke	1,303	18.54	33.59	47.87	1,209	33.44	10.23	56.33
Cooperage	152	64.55	9.60	25.85	84	64.02	2.34	33.64
Cotton and woolen goods	23	6.06	25.25	68.69	172	23.21	16.02	60.77
Cotton goods	106	12.14	22.33	65.53	406	22.15	7.69	70.16
Domestic service	101	31.85	32.12	36.03	74	9.41	2.35	88.24
Food preparations	308	66.68	1.77	31.55	100	39.35	3.70	56.95
Furniture	338	35.09	10.75	54.16	72	14.12	7.06	78.82
Glass	188	46.22	8.72	45.06	186	19.76	5.54	74.70
Leather and leather goods	110	33.58	11.07	55.35	98	29.73	6.31	63.96
Lumber	83	19.40	14.21	66.39	95	23.49	7.53	68.98
Machines and machinery	300	57.95	10.64	31.41	152	25.15	10.78	64.07
Metals and metallic goods	1,055	51.78	10.22	38	1,024	28.09	9.97	61.94
Musical instruments	46	23.08	16.67	60.25	8	25	12.50	62.50
Paper and paper goods	8	37.50	12.50	50	35	11.43	5.71	82.86
Pottery, earthenware, etc	40	11.21	53.45	35.34	35	17.46	14.29	68.25
Printing and publishing	657	42.39	10.08	47.53	108	29.71	2.17	68.12
Public ways construction	70	62.50	12.50	25	320	34.05	11.64	54.31
Public works construction	35	51.06	19.15	29.79	183	38.27	12.24	49.49
Railroad-car building	25	19.23	3.85	76.92	69	21.43	20	58.57
Rope and bagging	4	75	.....	25	15	33.33	13.33	53.34
Rubber goods	13	7.69	15.39	76.92	43	25.58	11.63	62.79
Shipbuilding, etc	83	45.27	16.05	38.68	68	30	11.54	58.46
Silk goods	133	35.71	10.98	53.36	154	30	13.12	56.88
Stone quarrying and cutting	612	52.33	19.23	28.44	244	51.85	6.17	41.98
Telegraph and telephones	28	38.34	28.33	33.33	67	20.27	6.76	72.97
Tobacco	1,102	41.93	6.11	51.96	407	60.52	11.04	28.44
Transportation	554	54.07	10.86	35.07	708	32.66	9.70	57.64
Trunks and valises	11	25	8.33	66.67	10	30	30	40
Watches	9	33.33	22.22	45.45	11	27.27	.....	72.73
Wooden goods	227	36.88	2.85	60.27	67	14.95	.....	85.05
Woolen and worsted goods	87	22.45	26.53	51.02	252	27.52	12.79	59.69
Miscellaneous	444	55.44	13.71	30.85	657	28.94	9.34	61.72
Total	14,457	52.86	13.60	33.54	8,326	35.56	9.05	55.39

These figures show very distinctly the fact that strikes ordered by labor organizations are more successful than those not so ordered. While the workingmen were wholly successful in 52.86 per cent of the establishments in which strikes were ordered by trade unions, they were successful in only 35.56 per cent of the establishments in which strikes were not so ordered. The proportion of entire failure for strikes ordered by labor organizations is only 33.54 per cent, while 55.39 per cent of strikes not ordered by organizations were entire failures.

It might, indeed, be argued that the fact of the greater proportion of success among strikes ordered by labor organizations was due rather to the greater skill and intelligence of the workingmen in the trades where most strikes are ordered by organizations than to the mere element of organization itself. It is, of course, true that in those trades in which the position of the workingman is naturally the strongest, we find also the strongest trade unions. Nevertheless, a comparison between those strikes in each particular trade which are ordered by organizations and those not so ordered shows in most instances that strikes ordered by trade unions are more successful than those which are initiated without the action of a labor organization.

Further light as to the effect of strong labor organizations in promoting the success of strikes may be obtained by a comparison of the results of strikes in certain leading industries where workingmen are known to be strongly organized with results in other leading industries where the employees are either unorganized or weakly organized. The same 9 trades of each class, which were selected for comparison as regards the number of strikes and strikers, may be compared as regards results. The following table presents such a comparison:

Results of strikes in certain leading industries, 1881–1890.

	Strikes ordered by organizations.				Strikes not ordered by organizations.			
	Number of strikes.	Per cent of establishments in which strikes—			Number of strikes.	Per cent of establishments in which strikes—		
		Succeeded.	Succeeded partly.	Failed.		Succeeded.	Succeeded partly.	Failed.
STRONGLY ORGANIZED INDUSTRIES.								
Brewing	73	37.29	20.06	4.65	8	60	.....	40
Building trades	3,989	55.24	18.18	32.58	451	52.23	9.21	38.56
Glass	188	46.22	8.72	45.06	186	19.76	5.54	74.70
Machines and machinery	300	57.95	10.64	31.41	152	25.15	10.78	64.07
Printing and publishing	657	42.39	10.06	47.58	108	29.71	2.17	68.12
Shipbuilding	83	45.27	16.05	38.68	68	30	11.54	58.46
Stone quarrying and cutting	612	52.33	19.23	28.44	244	51.85	6.17	41.98
Tobacco	1,102	41.93	6.11	51.96	407	60.52	11.04	28.44
Transportation	554	54.07	10.86	35.07	708	32.66	9.70	57.64
Total	7,558	48.07	12.77	39.15	2,332	40.29	7.35	52.44
WEAKLY ORGANIZED INDUSTRIES.								
Boots and shoes	639	40.59	9.56	49.85	223	34.54	4.82	60.64
Brick	96	35.91	24.68	39.41	88	27.52	1.18	71.30
Carpeting	45	48.87	3.76	47.37	92	24.09	14.55	61.36
Coal and coke	1,303	18.54	33.59	47.87	1,209	33.44	10.23	56.33
Cotton goods	106	12.14	22.33	65.53	406	22.15	7.69	70.16
Paper and paper goods	8	37.50	12.50	50	35	11.43	5.71	82.86
Rubber goods	13	7.69	15.39	76.92	43	25.58	11.63	62.79
Silk goods	133	35.71	10.93	53.36	154	30	13.12	56.88
Woolen and worsted goods	37	22.45	26.53	51.02	252	27.52	12.79	59.69
Total	2,380	28.82	17.69	53.48	2,502	26.25	9.08	64.55

It will be seen that in the 9 trades selected as being strongly organized the workingmen were successful, on the average, in 48.07 per cent of the establishments in which strikes were ordered by labor organizations. They were partly successful in 12.77 per cent of the establishments, and wholly unsuccessful in 39.15 per cent of the establishments in which strikes were ordered by labor unions. It is true that these figures show a somewhat lower degree of success than is found for strikes ordered by labor organizations in all industries combined. The favorable figures in a number of industries which can not with certainty be grouped under the head of strongly organized industries, some of which, indeed, are misleading because they represent the results of only a very small number of

strikes, combine to bring about this discrepancy. On the other hand, a comparison between the 9 strongly organized trades and the 9 which are known as weakly organized shows a much higher proportion of success for the first group than for the second. In the weakly organized industries the workingmen were successful, on the average, in only 28.82 per cent of the establishments in which strikes were ordered by labor organizations, while they failed altogether in 36 per cent of the establishments where strikes were so ordered. This marked difference is not solely to be attributed to the difference in the strength of the organizations, since many other factors enter into the determination of the relative strength of workingmen as against employers. Thus, in the coal and coke industry, which shows an exceedingly low proportion of success for strikers, the very great oversupply of labor, and the periodical seasons of unemployment render the position of the workingmen in strikes especially insecure. There is reason to believe, however, that the fact of strong organization is an important element in the explanation of the markedly higher degree of success shown for the first 9 trades covered by the above table as compared with the second group.

The proportion of success in strikes ordered by labor organizations among the trades enumerated is the highest in the machinists' trade, where 57.95 per cent of all strikes so ordered were wholly successful. The building trades come next with 55.24 per cent of strikes ordered by unions wholly successful, and only 3.36 per cent wholly unsuccessful. The percentages for strikes connected with transportation do not differ greatly from those for the building trades. On the other hand, in the brewing industry, which must rank as strongly organized, the proportion of entire success is only 37.29 per cent, while in the tobacco industry, although the percentage of entire success is somewhat greater, the partly successful strikes are relatively few, so that 51.96 per cent of all strikes ordered by trade unions proved unsuccessful.

Among the weakly organized trades the lowest proportion of successes is shown in the manufacture of rubber goods, where the working people gained their point in only 7.69 per cent of the establishments where strikes were ordered by labor organizations, and in only 25.58 per cent of the establishments where they were not so ordered. It should be noted, however, that the entire number of strikes among the makers of rubber goods is comparatively small, so that the figures for results are less significant than they would be in a more important trade. The great cotton manufacturing industry also shows the employees conspicuously unsuccessful in their strikes. In only 12.14 per cent of the establishments where strikes were ordered by trade unions did they prove wholly successful, while in 65.53 per cent of such establishments they failed altogether. In establishments where strikes were ordered otherwise than by labor organizations, the working people in this industry succeeded in 22.15 per cent of the cases, while the percentage of failure is even higher than for strikes ordered by labor organizations, 70.16 per cent. The great coal and coke industry, in which strikes are more prevalent than in any other, shows also a decidedly low degree of success for the workingmen. Strikes ordered by trade unions were successful in only 18.54 per cent of the establishments, partly successful in 33.59 per cent, and entirely unsuccessful in 47.87 per cent. The figures for the mining industry differ somewhat in the case of strikes not ordered by labor organizations, but these also show a very low measure of success.

Detailed comment on the figures for strikes not ordered by labor organizations will scarcely be necessary. It may be noted that in the weakly organized trades the strikes ordered by labor organizations do not show so much greater success than those not so ordered, as in the strongly organized. This is to be expected, since the presence of many unorganized workers in a trade weakens greatly the position of those who are organized. The strikes not ordered by labor organizations in the stronger trades show a greater measure of success than those ordered by unions in more weakly organized industries.

II. RESULTS OF STRIKES IN FOREIGN COUNTRIES.

Great Britain.—The British statistics show the results of strikes and lockouts ıbined from 1889 to 1899. The most satisfactory basis for comparison being number of employees thrown out by strikes and lockouts, the following table es these figures with an indication as to the success or failure of the employees. e total number of persons affected as given excludes a small number concerned strikes and lockouts for which the results were not reported. The figures, up 1897 inclusive, relate to the entire number thrown out by strikes and lockouts, ıile those of 1898 and 1899 represent only those directly interested in the dis-tes. The difference in the proportions under the different methods of calcula-ın, however, is not great.

sults of strikes and lockouts by persons striking or locked out, Great Britain, 1889–1899.[1]

Year.	Number of employees affected by strikes or lockouts in which—			
	Employees succeeded.	Employers succeeded.	Compromise resulted.	Total (so far as results reported).
889–1893	824,631	882,545	610,295	1,817,471
894	71,661	136,373	111,078	319,112
895	63,544	73,748	124,137	261,429
896	78,486	66,320	53,596	198,404
897	49,788	102,482	75,265	227,535
898	45,490	120,667	34,501	200,658
899	36,808	60,275	40,237	138,058
1894–1899	345,777	559,865	438,816	1,345,196
1889–1899	1,170,408	942,410	1,049,111	3,162,667

	Percentage of employees affected by strikes or lockouts in which—		
	Employees succeeded.	Employers succeeded.	Compromise resulted.
1889–1893	45.4	21.1	33.5
1894–1899	25.7	41.6	32.7
1889–1899	37.6	29.2	33.2

[1] Compiled from Bulletins of United States Department of Labor, 1895, p. 29; 1896, p. 537; 1898, p. 716; 1899, p. 869; 1900, p. 888.

It will be observed that for the last 6 years covered by the statistics, which are presented separately, there have been considerable variations from year to year in the relative success and failure of the employees, while the proportion of strikes and lockouts which resulted in compromises was especially subject to variation. In the absence of more adequate information as to the changes in industrial conditions and the other circumstances, it will not be desirable to attempt to comment as to the causes of these variations. It should be noted especially that the totals for any particular year will be affected greatly by the results of a few large strikes, since, as we have already seen, a large proportion of the total number of persons thrown out of employment in Great Britain are concerned in a few leading disputes.

For the 11 years covered by the statistics there were 3,162,667 persons thrown out of employment in strikes and lockouts for which the results were reported. Of these, 1,170,408, or 37.6 per cent of the total number, were successful in winning their objects, while 1,049,111, or 33.2 per cent, succeeded in obtaining a compromise which gave them some advantage. On the other hand, 942,410, or 29.2 per cent of the total number, were engaged in strikes and lockouts in which the employers were successful. From these figures it would appear that strikes and lockouts result much more to the advantage of the employees in Great Britain than is the case in the United States. It will be remembered that from 1881 to 1900 only 51.74 per cent of the persons thrown out of employment by strikes in the United States succeeded in gaining any advantage, while in Great Britain

nearly 71 per cent were successful or partly successful. The proportion of employees engaged in wholly successful strikes in Great Britain during 1889 to 1899 was 37.6 per cent, as compared with 35.02 per cent in the United States for the years 1881 to 1900.

It is noteworthy that the English statistics show a very much larger proportion of strikes and lockouts resulting in compromises than those of the United States show. No less than 29.2 per cent of the employees affected by strikes and lockouts in Great Britain from 1889 to 1899 were concerned in disputes which were settled by compromise, while the proportion of employees thrown out of employment in compromised strikes in the United States was only one-sixth. It is a well-known fact that labor organizations are more general and more strongly organized in the United Kingdom than in our own country, and this fact possibly accounts for the greater success of the English employees in their disputes with employers.

The reports show that the British employees were much less successful in their disputes with employers during the period from 1894 to 1899 than during the period from 1889 to 1893. While the proportion of compromised strikes was almost the same in each period, only 25.7 per cent of the total number of employees affected by strikes were wholly successful during the second period, as compared with 45.4 per cent successful during the first period.

The following table shows the number of individual strikes in Great Britain and Ireland from 1889 to 1893 for respective causes or objects, together with the number in which the employees succeeded partly or failed.

Results of strikes, by causes, Great Britain, 1889 to 1893.[1]

Cause or object.	Succeeded.	Succeeded partly.	Failed.	Not reported.	Total.
For increase of wages, and the same combined with secondary causes	940	635	380	160	2,115
Against reduction of wages, same combined with secondary causes	210	117	199	53	579
For introduction of enforcement of scale of prices, disputes as to former agreements, etc	70	28	36	13	147
For reduction of hours; for uniformity of hours, and against increase of hours without corresponding increase of wages	37	17	12	4	70
Against conditions of work, materials, subcontracting, shop rules, fines, etc	313	154	282	46	795
Against employment of nonunion men, and for adoption of enforcement of union rules, etc	115	23	182	26	346
Disputes between classes of work people as to work, wages, etc	52	33	44	8	137
Defense of or objection to fellow-work people	4	28	33	11	167
Defense of or objection to superior officials	26	8	31	8	73
In sympathy with other strikes and disputes	5	10	28	15	56
Cause not known	2	2	7	28	39
All causes	1,815	1,055	1,284	372	4,526

[1] Bulletin of U. S. Dept. of Labor, 1895, pp. 27, 28.

It will be observed that out of 4,526 strikes during this period, 1,815 succeeded; 1,055 succeeded partly, and 1,284 failed. Disregarding those the results of which were not reported, we find that 44 per cent of the strikes for which the results are given resulted favorably to the employees, while 25 per cent were compromised, and 31 per cent resulted in favor of the employers. The largest number of strikes was for increased wages. As in the United States, we find that the proportion of successful strikes for this cause is somewhat larger than that for all causes combined, while the proportion of partly successful strikes is also conspicuously large and the proportion of total failures conspicuously small. On the other hand, as in the United States, strikes against a reduction of wages were much less successful than the average, almost as many resulting in entire failure as in success. The same statement applies to strikes against conditions of work, materials, fines, etc., a class of strikes which does not correspond closely to any one head in the American statistics. Strikes against the employment of nonunion men were also conspicuously unsuccessful, and the small number of sympathetic strikes shows the largest proportion of failure of any class. Strikes in favor of the reduction of hours were somewhat more successful than the average, herein resembling the results in the United States, where such strikes have been relatively successful.

A more satisfactory method of comparing the results of strikes is by taking the number of persons engaged in successful, partly successful, and compro-

strikes, rather than the separate strikes themselves, as a basis. Such sta-
, classified according to the causes of strikes, are available in Great Britain
rom 1896 to 1898. It will not be profitable to present the figures for each
ate year, since it would require a very detailed study to ascertain the causes
marked variations in the results from year to year.

following table shows for these years the number of persons actually
ng or actually locked out (not, as in the previous tables, the total number of
ns thrown out of employment by strikes and lockouts) in strikes and lock-
involving the respective classes of causes, together with the number of
oyees who were successful, who failed, or who succeeded in obtaining a
romise. The table also shows the percentage of the total number of persons
ged in strikes and lockouts for particular causes who were successful, unsuc-
ul, or partly successful.

e period as a whole is so short, and the effect of the few great strikes upon
tatistics is so strong, that the whole comparison is not altogether satisfactory.
ertheless it doubtless presents a reasonably accurate view of the relative suc-
and failure of strikes for different classes of causes in the United Kingdom.

ıber and percentage of employees striking or locked out in Great Britain, 1896–1898, in strikes and lockouts for respective classes of causes.

Causes.	Number of employees where—				Per cent of employees where—		
	Employees successful.	Employers successful.	Compromised.	Total.	Employees successful.	Employers successful.	Compromised.
ges	115,240	184,466	95,401	398,502	28.9	46	24
irs	5,184	49,897	2,130	57,194	8.9	87.2	3.7
ployment of persons or asses	9,614	18,398	20,852	49,008	19.6	37.5	42.5
rking rules, discipline, etc.	21,342	22,840	38,529	83,174	25.7	27.5	46.5
de unionism	16,144	8,839	2,265	22,264	72.5	17.1	10
npathetic disputes	3,635	6,151	3,786	13,572	26.8	45.3	27.9
scellaneous	2,655	2,878	401	5,999	44.2	47.9	6.6
Total	173,764	288,469	163,364	629,703	27.5	45.8	26

It will be observed that there were, counting a few persons engaged in strikes to which the results were not ascertained, 629,703 persons actually striking or cked out in Great Britain from 1896 to 1898. Of these, 173,764, or 27.5 per cent the whole number, were successful in winning their point, while 163,364, or 26 er cent, were partly successful. The number of employees engaged in strikes nd lockouts in which the employers were wholly successful was 288,469, or 45.8 er cent. In strikes involving wages as a cause 28.9 per cent of the employees oncerned were successful and 24 per cent partly successful, these proportions not iffering greatly from those for all classes of strikes combined. The strikes hav-ng changes in hours of labor as an object were apparently astonishingly unsuc-essful, less than 18 per cent of the employees engaged in such strikes attaining heir objects in any degree. This result, however, was brought about by the lefeat of the strikers in one or two large strikes involving a great majority of the otal number of persons engaged in strikes for this cause. Strikes concerning he employment of persons or classes, the larger number of which are directed gainst nonunion men, show a large proportion resulting in compromise, 42.5 per ent, while the proportion of employees securing compromises in the case of strikes regarding working rules, discipline, etc., was still higher—46.5 per cent. The proportion of strikes for these two classes of causes which wholly failed was accordingly considerably below the average. Strikes designed to secure recognition of the union and to enforce the principles of unionism appear to have resulted by far the most favorably to the employees, 72.5 per cent of those engaged in such strikes having been entirely successful and 10 per cent partly successful. These figures contrast with the moderate proportion of success for strikes for the recognition of the union in the United States from 1881 to 1900. Sympathetic disputes in Great Britain show results very closely parallel to those for all classes of disputes combined.

It should be remembered in contrasting the results of strikes in Great Britain for these 3 years, 1896–1898, with those of the 5 years, 1889 to 1893, as indicated above, both that the basis of comparison is entirely different, and that strikes for all classes of causes were much less successful during the latter period than during the former.

2. France.[1]—The following table shows for each year from 1890 to 1899 the portion of all strikers in France who were engaged in successful, partly successful, and unsuccessful strikes, respectively:

Results of strikes in France.

Year.	Percentage of all strikers who were engaged in strikes which were—		
	Successful.	Partly successful.	Unsuccessful.
1890	11.4	23.8	
1891	20.6	49.8	
1892	20.4	49.8	
1893	21.3	25.4	
1894	23.6	45.4	
1895	18.7	45.1	
1896	23.2	34.2	
1897	28.8	41.6	
1898	12.9	39.7	
1899	11.9	70.6	
1890–1899	18.04	43.33	

It appears that, taking the 10 years as a whole, only 18.04 per cent of all persons engaging in strikes were wholly successful in securing their demands. This small portion of wholly successful strikers is much less than in the United States, where the successful strikers from 1881 to 1900 were 35.02 per cent of the entire number of strikers. On the other hand the number of strikers in France who were partly successful in winning their objects was extremely large, being no less than 43.33 per cent of all strikers, as compared with 16.72 per cent of strikers in partially successful strikes in the United States. It thus appears that French strikers probably on the whole result quite as much to the advantage of the employees than in the United States. Only 38.63 per cent of all strikers during the period covered by the French tables were wholly unsuccessful, as compared with 48.26 per cent in the United States.

If we take as a basis the number of separate strikes instead of the number of strikers, we find that 24.10 per cent of all strikes in France from 1890 to 1899 were wholly successful, while 31.29 per cent were partly successful, and 44.61 per cent wholly unsuccessful. From these figures it would appear that in France large strikes are more likely to result in compromise or partial success for the employees than the smaller strikes, since the proportion of strikers in compromised strikes (43.33 per cent) is considerably higher than the proportion of all strikes which are compromised. Conversely, the proportion of strikers who were wholly successful and the proportion of strikers wholly unsuccessful are both smaller than the corresponding proportions of strikes which were wholly successful or wholly unsuccessful.

Taking the results of strikes for separate years, we find very considerable variations in the degree of success. Since the results of a few large strikes have a powerful influence upon the number of strikers who are successful or unsuccessful, it is impossible to draw any general conclusions as to the causes of these variations. The year 1899 is especially conspicuous for the very large proportion of strikers who were engaged in compromised strikes, 70.5 per cent of the entire number of strikers.

The French statistics make it possible to judge of the relative success of strikes of different degrees of magnitude. The following table, covering the years 1894 to 1898 only, shows the percentage of the total number of strikes of each size which resulted in success, partial success, or failure:

Results of strikes in France according to number of strikers, 1894–1898.

Number of strikers.	Percentage of strikes which—		
	Succeeded.	Partly succeeded.	Failed.
5 to 25	19.8	17.9	62.3
26 to 50	23.1	30.2	46.7
51 to 100	23.6	37	39.4
101 to 200	24.3	42.1	33.6
201 to 500	23.4	46.9	29.7
501 to 1,000	25	38.7	36.3
1,000 and over	21.1	44.7	34.2
5 to 100	21.7	26.3	52
100 and over	23.8	43.5	32.6

[1] Statistique des Grèves, 1899, p. 291

pears from this table that in France strikes involving a larger number of s are more likely to prove successful than those involving a smaller num- though in the United States the opposite is true. Of the very numerous s in France involving less than 25 persons, only 19.8 per cent resulted in ete success, and 17.9 per cent in partial success, while no less than 62.3 per ailed entirely. These figures may be contrasted with those for strikes involv- om 101 to 200 persons, of which 24.8 per cent succeeded wholly, 42.1 per cent , while only 33.6 per cent resulted in total failure. The corresponding per- ges of success for strikes involving from 201 to 500 and from 501 to 1,000 per- respectively, do not differ greatly from those for strikes involving 100 to 200 ns. If we group together all strikes involving less than 100 persons on the and and all strikes involving more than 100 persons on the other hand, we hat of the smaller strikes 21.7 per cent resulted in entire success, while 23.8 ent of the larger strikes were wholly successful. The difference here is not , but in the case of partially successful strikes the workingmen secured much favorable results in the larger strikes than in the smaller. While only 26.3 ent of the strikes involving less than 100 persons were partially successful, per cent of those involving more than 100 persons were partially successful. he reciprocal of these figures, more than half, 52 per cent, of the smaller strikes lted in total failure, while only 32.6 per cent of the larger strikes were wholly uccessful.

he French statistics enable us also to compare the results of strikes according eir duration. The following table shows the percentages of all strikes from to 1899, lasting less than 1 week, which resulted in success, partial success, ailure, with the corresponding figures for strikes lasting more than 30 days, with similar percentages also for the number of strikers engaged in success- partly successful, and unsuccessful strikes of the respective lengths:

Results of strikes in France according to duration, 1890–1899.

Duration.	Percentage of strikes—			Percentage of strikers—		
	Success-ful.	Partly success-ful.	Unsuc-cessful.	Success-ful.	Partly success-ful.	Unsuc-cessful.
e week or less	27.74	28.43	43.83	32.66	34.89	32.45
re than 30 days	13.86	36.14	50	7.47	48.26	44.27
l strikes	24.1	31.29	44.61	18.04	43.33	38.63

It will be seen that of all strikes in France from 1890 to 1899, 24.1 per cent sulted in entire success. Short strikes, lasting less than 1 week, were somewhat ore successful than all strikes combined (27.74 per cent being wholly successful), ut it must be remembered that the results for all strikes are themselves greatly ffected by the short strikes, which are much more numerous than longer ones. he proportion of partly successful strikes among those lasting less than 1 week is omewhat smaller than the proportion for the entire number of strikes, while the holly unsuccessful strikes less than a week in duration bear very nearly the ame proportion to all strikes of that length (43.83 per cent) as the entire number f wholly unsuccessful strikes bears to the entire number of strikes (44.61 per ent).

If, on the other hand, we consider only strikes lasting more than 30 days, we discover that they are relatively much less successful than the average for strikes of all lengths. Only 13.86 per cent of all long strikes during this period were wholly successful, while 50 per cent resulted in total failure.

The relative figures with regard to the percentage of strikers in short and long strikes who were successful or unsuccessful show results somewhat different from those indicated by the number of strikes, but confirm the conclusions already stated. Generally speaking, strikes lasting less than 1 week are not widely different in their results, as measured by this standard, from all strikes combined. On the other hand, strikes lasting more than 30 days show a very low proportion of wholly successful strikers, 7.47 per cent (as compared with 18.04 per cent for all strikes), while the proportion of those who failed altogether (44.27 per cent) is considerably greater than the proportion of strikers who were unsuccessful in all strikes combined (38.63 per cent).

3. Germany.[1]—Of the 1,288 strikes reported for the German Empire in 1899, 331, or

[1] Streiks und Aussperrungen im Jahre 1899, p. xxiv.

25.7 per cent, resulted in entire success for the workers. In 439, or 33.1 p the strikers were partially successful, while in 528, or 41 per cent, th altogether. The proportions, as indicated by the number of strikers, wa what different. Only 18.8 per cent of all strikers were wholly success the proportion of those who were partially successful was extremely h per cent—contrasting conspicuously with the figures for partly successf in the United States. The number of those who were engaged in wh cessful strikes in Germany was only 29 per cent of the entire number o It appears accordingly that, for this single year, there was a smaller p of German strikers who were wholly unsuccessful than was found in th States for the years 1881 to 1900.

The German statistics distinguish the results of strikes as between thos which involve single establishments only and those which involve sever lishments. The proportion of strikes in single establishments which re entire success was 26.6 per cent, in partial success, 25.3 per cent, and i failure, 48.1 per cent; while, of strikes each involving several establishm per cent were wholly successful; 54.3 per cent partly successful, and per cent entirely unsuccessful. This would appear to indicate that strike ing several establishments are likely to be more vigorously carried o result in greater advantage to the employees than those involving singl lishments only.

The German report distinguishes also between the results of strikes in labor organizations were concerned and those in which labor organizatio no part. It appears that 25 per cent of the strikes ordered by labor organiz were successful; 41 per cent partly successful, and 34 per cent wholly unsu ful; the corresponding figures for strikes occurring without the interven labor organizations being 26 per cent: 22.8 per cent, and 50.5 per cent shows, as in the United States, a considerably higher proportion of succe partially successful strikes be grouped with the wholly successful ones) for s ordered by trade unions than for other strikes.

4. **Austria.**[1]—The following table shows by years the percentage of the number of persons engaging in strikes in Austria during the years 1894 to who succeeded wholly or partly in obtaining their objects, or who were wh unsuccessful.

Results of strikes in Austria, 1894–1899.

Year.	Percentage of all strikers engaged in strikes which were		
	Successful.	Unsuccessful.	Partly successful.
1894	9.1	53.5	
1895	12.8	26.5	
1896	4.6	32.6	
1897	15.7	36.5	
1898	8.4	25.2	
1899	10.2	17.8	
1894–1899	9.4	33.5	

The most noticeable feature in this table is the very large proportion of strikes resulting in compromise, by which some advantage was secured to the employees although they failed to secure all of their demands. Taking the period as a whole, no less than 57 per cent of strikers were partially successful in gaining their objects, while only 9.4 per cent were wholly successful. It will be remembered that in the United States from 1881 to 1900 only 16.72 per cent of all employees were engaged in strikes reported as partly successful, while 35.02 per cent were engaged in wholly successful strikes. If we consider both the successful and the partly successful strikes as being, on the whole, victories for the employees, it would perhaps appear that strikes resulted more favorably to the working classes in Austria than in the United States, since some advantage was gained by 66.4 per cent of all strikers—essentially two-thirds—as compared with only 51.74 per cent in the United States. Of course, however, it is impossible to know how great are the advantages actually secured in compromised strikes.

[1] Arbeitseinstellungen und Aussperrungen in Oesterreich, 1899, pp. 28-33.

proportion of success and failure shown by the Austrian statistics varies
erably from year to year. The year in which the workingmen were least
sful was 1894, when 53.5 per cent of them failed altogether to gain their
s, while the greatest success was attained in 1899, when only 17.8 per cent
wholly unsuccessful. In fact, there seems to be a general tendency toward
r success on the part of the employees from year to year. While this may
idental, it may also be due to a growing strength in the labor movement.
stead of the number of strikers, the number of separate strikes be taken as
asis for the comparison as to success and failure, we find that for the
l of 6 years, from 1894 to 1899, 20.2 per cent of the entire number of sepa
strikes resulted in complete success, while 43.3 per cent were wholly unsuc
il, and 36.5 per cent partly successful. From this it would appear that the
er strikes are more apt to prove wholly successful in Austria than the larger
since the proportion of strikes which were successful was considerably higher
the proportion of strikers who were successful. On the other hand, the
es in the smaller establishments seem also to have resulted in an especially
e number of complete defeats on the part of the workingmen, since the pro
ion of unsuccessful strikes is considerably larger than the proportion of unsuc
ful strikers. It is in the larger strikes that compromise most frequently
lts, since the proportion of strikes which resulted in compromise, 36.5 per cent,
ery much less than the proportion of strikers engaging in partly successful or
promised strikes.

The Austrian statistics distinguish between strikes involving the entire number
employees of a given class in the establishments affected and those involving
y part of such employees. As might be expected, strikes involving the entire
nber of employees are found to have been materially more successful than
se which were only partial. When, however, the attempt is made to ascertain
ether the degree of success varies as the proportion of the total number of
ployees who engaged in the strike, the Austrians have thus far found it
possible to draw any generalizations on this basis.

The following table shows for the years 1895 to 1899 the results of strikes in
ustria, according to the nature of the demands of the workingmen, these demands
ing grouped under three main heads:[1]

Results of strikes in Austria according to causes, 1895–1899.[1]

Causes.	1895.	1896.	1897.	1898.	1899.
Wages:	*Per ct.*	*Per ct.*	*Per ct.*	*Per ct.*	*Per ct.*
Successful	29.2	20.8	17.7	21.5	16.1
Partly successful	24.6	35.5	36.7	40.1	44.2
Failure	46.15	43.6	45.6	38.4	39.6
Hours:					
Successful	41.7	33.9	17.9	33.3	32
Partly successful	11.7	24.1	29.8	26.7	23.8
Failure	46.6	41.9	52.2	40	44.2
Other causes:					
Successful	33.6	25.8	27	22.3	26.6
Partly successful	16	20.7	20.6	26.9	27.8
Failure	50.4	53.5	52.4	50.8	45.6

[1] Arbeitseinstellungen und Aussperrungen in Oesterreich, 1895, p. 39; 1896, p. 34; 1897, p. 35; 1898, p. 32; 1899, p. 32.

It appears from this table that in Austria strikes regarding wages and those regarding hours have been approximately equal in their degree of success. The number of instances in which strikes involving wage questions resulted in total failure was slightly less than in the case of strikes involving hours of labor; but the proportion of strikes concerning hours of labor which resulted in complete success was materially greater than the proportion of strikes regarding wages which had this outcome. Strikes involving demands other than those concerning wages and hours, which include especially demands for the employment or discharge of persons or classes of persons, were relatively less successful than other strikes. More than half of strikes involving this group of causes resulted in total failure. The proportion of strikes of this class resulting in compromise, however, was somewhat less than the proportion of compromised strikes regarding wages, so

[1] In these figures the basis for calculating the number of causes is the number of separate demands made by the working people, as distinguished from the number of subjects giving rise to disputes in the first instance, used as a basis in the statistics of causes on p. 661.

that the proportion of wholly successful strikes for these miscellaneous ca... was greater than the proportion of wholly successful strikes regarding wa... although less than the proportion of wholly successful strikes involving hour... labor. We may conclude therefore that, as in other countries, strikes regard... wages and hours are those somewhat most likely to result favorably to ... employees. The Austrian statistics, however, do not show any material differ... in the degree of success of strikes for higher wages and those against reductio... wages, such as appears in England and the United States.

The Austrian reports give interesting information as to the effect of stri... upon the employment of the strikers. It appears from these figures that a ve... small proportion of the total number of strikers are wholly replaced, again... their will, as the result of the strikes. The proportion of the total number ... strikers thus replaced varied from 3.12 per cent in 1899 to 5.7 per cent. in 18... A small number of strikers in each year left employment willingly, but m... than 90 per cent in every year were reemployed after the strikes, either und... improved conditions or under the same conditions as existed before.

5. **Italy.**—The following table shows the proportion of the entire number ... strikes in Italy which resulted in success for the employees, in partial succes... and in failure for the period from 1879 to 1891, and for each year since 1892. I... also shows similar proportions for the number of strikers.

Results of strikes, 1879–1891 and 1892–1898.[1]

Year.	Per cent of strikes.			Per cent of strikers.		
	Successful.	Partly successful.	Failed.	Successful.	Partly successful.	Fai...
1879–1891	16	43	41	25	47	28
1892	21	29	50	29	19	52
1893	28	38	34	29	44	27
1894	34	28	38	19	24	57
1895	32	31	37	33	40	27
1896	38	24	38	70	18	12
1897	33	27	40	10	75	15
1898	27	27	46	27	31	42
Average 1892–18...				36.3	37.6	26.1
Average, 1892–1898, omitting hat makers' strikes of 1896 and 1897				30	33.1	36.7

[1] Statistica degli Scioperi, 1891–1898; Bulletin of the United States Department of Labor, 1901, p. 146.

It will be observed that, for the years 1879 to 1891, 16 per cent of the strikes and 25 per cent of the strikers were successful. The number of partly successful strikes in this period was 43 per cent of the entire number, while partly successful strikers were 47 per cent of the entire number. These figures show that the larger strikes were, on the whole, more advantageous to the employees than the smaller strikes. Conversely a larger proportion of the strikes failed wholly than the corresponding proportion of strikers, the percentages being 41 and 28, respectively.

Comparing the results for the separate years from 1892 to 1898, we find that there are very great differences between the proportions of success and failure as regards strikes and the proportions as regards strikers, but the general conclusions deducible from the percentages for the earlier years hold good here also. In most years the proportions of strikers who wholly failed to obtain their objects was somewhat smaller than the proportion of strikes which wholly failed. The proportion of wholly successful strikers, taking the period as a whole, was greater than the proportion of wholly successful strikes. The results as regards strikers for the years 1896 and 1897 were enormously affected by the single great strike of each of those years among the hat makers of Florence, each involving more than 40,000 persons. The hat-makers' strike of 1896 was, at least for most of its participants, wholly successful, while in 1897 it resulted for the most of the strikers in partial success. Accordingly we find that 70 per cent of the entire number of strikers in 1896 were successful, as compared with only 38 per cent of successful strikes, while in 1897 75 per cent of the entire number of strikers were partially successful, as compared with 28 per cent of strikes partly successful. The very small percentage of strikers who wholly failed during 1896 and 1897 is explained by the result of these two great strikes.

The Italian authorities now omit the two great hat makers' strikes in their summary tabulation of results apparently because of the unusual character of the industry and of the relations between employers and employees in it. In this by the proportion of wholly successful strikers in 1896 becomes 49 per cent; of rtly successful, 31 per cent, and of unsuccessful, 20 per cent; while the corre- onding figures for 1897 become 23 per cent, 45 per cent, and 32 per cent, respec- ely. This change reduces the average percentage of wholly successful strikers om 1892 to 1898 to 30 per cent; and that of partly successful to 33.1 per cent; ile the proportion wholly unsuccessful becomes 36.7 per cent.

The results of strikes for the earlier period, 1879 to 1891, may be compared with ose of the period from 1892 to 1898. While 25 per cent of the strikers in the rlier period were wholly successful, the proportion of wholly successful strikers se to 36.8 per cent in the later period. This great difference is chiefly due, how- er, to the result of the one wide-reaching strike among the hat makers of Flor- ce in 1896. The proportion of partly successful strikers from 1879 to 1891 was per cent, while in the latter period it was only 37.6 per cent. It seems that the umber of strikes which resulted in compromise during the later period was very uch less than during the earlier period, and even the fact that the great strike, nvolving more than 40,000 persons, in the Florence hat trade in 1897 resulted in artial success, fails to bring the proportion of partly successful strikers during ne later period up to within 9 per cent of the figure for the earlier series of years. he percentage of strikers who wholly failed was slightly less during the later eriod, 26.1 per cent, than during the earlier one, 28 per cent; but had it not been or the favorable outcome of the two great strikes of the hat makers, the percent- ge of failure among the strikers would have been considerably greater in the ater period than in the earlier one.

APPENDIX.

VIEWS OF VARIOUS WRITERS ON ARBITRATION AND CONCILIATION.

The following extracts from, and abstracts of, the opinions of various prominent nomic writers, labor leaders, and persons who have had experience in regard conciliation and arbitration, may be of interest. They are given without comnt and with no intention of indicating approval or disapproval in presenting m.

ARBITRATION AND CONCILIATION.

per by WILLIAM H. SAYWARD, secretary National Association of Builders, before the Congress on Industrial Conciliation and Arbitration, Chicago, Ill., November, 1894. Report, pp. 81–88.

Arbitration, as ordinarily and narrowly interpreted, gives no promise of permanency. Arbitration a measure which must of necessity comprehend the existence of conditions inimical to permanent ace, and such measures, pacific though they be, if utilized only in their restrictive sense will be nd to fall far short of establishing lasting harmony. We must do better than this. We must search r a method of conducting those affairs which are mutually the concern of employer and workman on a basis that will substitute primary agreements for contest and conflict, and thus anticipate and nder unnecessary the operation of palliative methods, which at best are but temporary in their fect.

Consider for a moment what arbitration really means: Arbitration means the settlement of someing in controversy; it presupposes disputes which are to be settled by others than those party to the estions at issue; its outcome is almost invariably a compromise, the terms of which are fixed by a ird party, and with which one of the disputants at least is quite sure to be dissatisfied. This is not hat we are seeking. Let us not be deceived by that which "keeps the word of promise to our ear nd breaks it to our hope," but probe a little deeper, that the cure may be lasting.

Conciliation, however, may be so understood and applied as to promise and produce results much nore permanent and lasting; indeed it has been so used and applied in Belgium and England in me notable instances, where it has been so used as to mean an accepted method of combined action secure the settlement of affairs of mutual concern; but conciliation, as ordinarily understood and sed, signifies that the parties concerned have been permitted to quarrel and need a mediator; our ontention is that it is poor policy to allow things to reach such a pass as this. I therefore would be lad to strip from the word all that significance which arouses in the mind a sense of existence of rievances which need to be soothed and alleviated. It is a foolish waste of opportunity to sit idly by hile the parties get warmed up to the fighting point and then offer palliative processes to heal ounds that ought never to have been permitted, for the labor and difficulty of handling such quesions is thereby increased an hundredfold. * * *

The objective point in our study of the labor problem must be to discover some permanent, busiesslike method of settlement of all questions of mutual concern between employers and employed hat will work with automatic regularity and as a matter of course, thus forestalling all less comprehensive methods of healing breaches by preventing the breaches from occurring.

Now, what is this plan which we believe covers all these points and effects the result hoped for?

Comprehensively stated it is simply a plain business method, such as precedes, almost invariably, all commercial transactions where goods are purchased and sold: Namely, a mutual agreement made before sale or purchase by the buyer and the seller, covering the amount and quality of goods, when, where, and how delivered, the price, and other matters incident thereto.

The agencies by and through which the agreement is effected are the organizations representing, respectively, the buyer and the seller.

Specifically stated and precisely as it is in operation under the recommendations of the National Association of Builders: "A joint committee, composed of an equal number of delegates from the association of employers and from the association of workmen in any craft or calling, to which joint committee is referred all matters of mutual concern, the decision of the said joint committee to be final and binding upon all members of either and both associations. If the joint committee be equally divided on any question, then an umpire, who is chosen as the first item of business at each annual meeting of the joint committee, and consequently before any differences of opinion have been reached, is called in, and then his decision is final and binding on all parties. This umpire must be from some calling outside that of the craft concerned, preferably a judge of some of the higher courts or in such commanding position in the community as to place him above suspicion. No strikes or lockouts to occur under any condition, but work to proceed undisturbed. * * *

ARBITRATION.[1]

President ARTHUR T. HADLEY, Yale University.

President Hadley thinks that the demand for State arbitration, and especially for compulsory arbitration, comes chiefly from the workingmen. After pointing out the superior position of the employer in a strike, he continues:

"If, however, the employer can be prevented from protracting the dispute, the position of the strikers is different. They have only to hold together for a short time in order to be assured success. They are placed on the kind of vantage ground enjoyed by the man who makes a corner in wheat when a large number of people have contracts which they must fulfill within a limited period. This is the most potent motive with those who demand compulsory arbitration.

"They support this demand with strong arguments. They urge that the capitalist who owns a railroad must undertake to serve the public continuously. The more complete the monopoly, the greater is the public necessity for uninterrupted service. This public need is paramount to all other considerations. The capitalist should not be allowed to withhold the necessary service from the public, merely because he can not agree with his workmen as to the terms of payment. * * *

"To this argument there is an equally strong reply. If capital is to be compelled to maintain continuous service on terms like these, it will be difficult to find investors who are ready to put their money into business enterprises which are subject to this liability. Such an arrangement as is proposed, while apparently fair to both laborers and capitalists, is really quite one-sided. It can be enforced against the employer, but not against the employee. Laborers can not be compelled on the basis of an arbitrator's award. They have not, as a rule, property enough to be held under an agreement by the threat of pecuniary damages. No one would put them in prison if they refused to accept the rates offered. Even if they could be thus compelled to work against their own will, service rendered under such terms would resemble slave labor, and might become dangerous alike to the property of the employer and to the safety of the public.

"If capitalists are afraid to invest their money in new enterprises, both laborers and consumer suffer; the consumer for lack of new sources of supply, the laborer for lack of new fields of employment. The loss to the laborer from this cause more than neutralizes any good which he may have obtained from the temporary enforcement of his demands by a board of arbitrators. This is illustrated by the history of the years 1885 and 1886, when the industries of the United States were virtually under a régime of compulsory arbitration [during the time of the Knights of Labor].

* * * * * * *

"It may be objected that the system of arbitration as administered by the Knights of Labor was a one-sided one, and that no conclusion can properly be drawn from such an instance as to the effects of equitable arbitration under public authority. But reasons have been already given to show that arbitration under public authority is likely to be one-sided. It is sought by the laborers and *not* by the capitalists. It deals with conditions which are as yet unknown and can not be predicted with assurance by any board of arbitrators. If the decision of such a board is unfavorable to the workmen they have it in their power to nullify it. If it is unfavorable to the capitalist, he must nevertheless accept it.

* * * * * * *

"We are placed in an awkward dilemma. If we do not admit the principle of compulsory arbitration we are liable to interruptions of public service at points where its continuous maintenance is essential to the comfort and prosperity of the community. If, on the other hand, we adopt compulsory arbitration as a principle, we are liable to an interruption of the investment of capital when it is essential to social and industrial progress. The public is the sufferer in any event.

* * * * * * *

"Fortunately, the practical chance of escape from our dilemma is rather better than the theoretical one. Every strike teaches either workmen or capitalists some useful lessons for the future. * * * So far as the managers on either side become in the true sense leaders of men, there is a chance of reducing labor disputes to a minimum. This may be a slow and unsatisfactory remedy for present troubles; but it is the only one which appears to promise much hope of permanent success.

"Government agencies for arbitration can be arranged either to help or hinder this consummation. * * * The history of boards of arbitration, both in Europe and America, shows how little can be accomplished by the exercise of political authority after a fight has once begun. * * * A very considerable proportion of the disputes between labor and capital may be characterized as wholly unnecessary. They are the outcome not of direct quarrels, but of misunderstandings. The employer wants to do one thing, the laborers think he wants something else; they object to *the latter* and he believes that they are taking exception to the former. Or it may happen that the men protest against a reduction in wages without knowing what the conditions of trade really warrant; the employer insists on the reduction without giving facts to sustain his position; the workmen strike in the belief that he is willfully refusing to give the wages they demand, when the truth is *that he is* prevented by sheer inability. After the strike is once inaugurated it is often too late for further explanations. But a board of conciliation, whether organized by the Government or by the voluntary action of employers and employed, can render the greatest service in enabling each side to get a clear understanding of the other's position before matters have gone so far as to render cool action on the basis of such an understanding impossible.

"If, before any dispute arises, both parties can settle upon a satisfactory scheme for the determination of wages and make a long-time contract on this basis, it precludes much of the danger of labor troubles. The system which has seemed best adapted to this end is known as the sliding scale.

"Where the conditions will admit of its use, it has a decided influence in preventing labor troubles by settling in advance the share in which the laborer and capitalist shall divide the advantages of a rising market or the burdens of a falling one; nor is it, under favorable conditions, so complicated as to give rise to misunderstanding and suspicion.

"From the employer's standpoint no exception can be taken to the principle of the sliding scale. It undertakes to do for noncompetitive labor what economic forces do for competitive labor—to give the workman the total value of what he makes, less a deduction for the necessary profits of capital. But from the workman's standpoint there is always a possible objection which may prove very serious. What if the price of the product, less the necessary deductions, fails to give him the income he needs in order to keep himself and his family alive? Looking at the matter from this side he proposes another standard as a basis of just remuneration—the standard of the living wage. According to this view, labor should be paid enough to maintain it at a good grade of efficiency, the amount necessary for this purpose being determined by the habits of life of the workers themselves."

[1] Hadley, Economics, pp. 356–362.

INDUSTRIAL AGREEMENTS AND TRADE ARBITRATION.

Opinion of NEW YORK BOARD OF MEDIATION AND ARBITRATION.[1]

The experience of the board leads us to the conviction that two of the most common causes of strikes re: Unwillingness on the part of employers to recognize trades unions, and a lack of cordiality on he part of employers toward their employees. It may be stated, as a general proposition, that mployers in this State are, as a rule, opposed to the organization of their employees into trades nions, and only tolerate their existence because they are powerless to prevent them. It is not likely hat the employers generally would admit the truth of this statement. In most instances employers ill state that they have no objection to the organization of their employees into unions, and that hey have no desire or purpose to interfere for or against them. But their refusal to treat with or ecognize union committees, and their disposition to resent any so-called interference with their ight to conduct their business as they please, so far as it relates to questions of wages or labor conditions, is a practical repudiation of the principles of unionism and a most prolific cause of labor roubles. Workingmen have long since learned that when employers refuse to deal with them save s individuals there is really only one side to the case. They believe that a union of individual nterests is necessary, unless they are to remain at a decided disadvantage in their demands for what hey consider their rights.

This general disinclination to recognize trades unions in a practical way has its origin in part in a ommon lack of cordiality on the part of the employers toward their employees. Both sides are apt o act from selfish motives, and it is, perhaps, not strange that in the struggle the employer desires to ave full control over labor conditions, and is not often willing to admit any close relation which would make these conditions a question for debate. A closer relation would lead to a wider knowledge of the facts as to whether labor was receiving its fair share of the product of labor, and for this eason there is hesitation on the part of employers to put themselves in a position where greater publicity, or a seeming surrender of legal rights, would be recognized. In view of this attitude on the art of employers, and of the great increase in the acquisitions to the ranks of trades unions, there is a rowing need of a fair consideration of the best means for avoiding industrial disputes, or for their ettlement by peaceful means. It must be manifest that any method which is to be received with avor by the great body of employees must be based upon the right of workingmen to organize and heir right to know the true condition of the trades which may be involved. To be successful both ides must meet on a common basis at short range, imbued with a desire for fairness and candor, and a determination to reach fair conclusions. There must be discussions, which will give opportunity lor giving and taking arguments, for learning each other's point of view, and for being influenced by reasonable conditions. It is the opinion of the board that these conditions can best be met through the medium of industrial agreements between employers and employees, by which all disputes shall be referred to boards of conciliation and arbitration made up in part of employers and in part of employees. This method of settling labor disputes has been pursued with great success in England, where its use has led to a desire, on the part of employers, for the organization of their employees, because of the greater facility afforded for an open exchange of views to a settlement of hundreds of disputes without recourse to strikes or lockouts, and to industrial peace, which has been of inestimable value to manufacturers and to hundreds of thousands of workingmen. Whether this method of settling industrial disputes shall become general in this country must lie with the employers of labor. It is for them to decide whether, in the face of changed and changing industrial conditions, they are willing to open the way for free discussion and intercourse, even though it involves a surrender on their part of what they deem their rights.

ADVANTAGES AND DIFFICULTIES OF ARBITRATION.

Extract from Report of Mr. JOSEPH D. WEEKS to Governor of Pennsylvania, 1878.

There are two, possibly three, objects sought in the formation of boards of arbitration and conciliation. The first is to prevent differences between employed and employers from becoming disputes, and leading to strikes and lockouts; and the second is to settle disputes that have unfortunately arisen, and to put an end to strikes and lockouts, should they occur. The third, object which is possibly included under the first mentioned, is to promote mutual confidence and respect between these two classes. The only sufficient reason for the adoption of the principle is that it accomplishes these purposes.

Whether it has accomplished these objects in the trades in which it has been fairly tried in England can be judged by the facts set forth in the preceding pages of this report. For myself, I do not hesitate to say that it is not only the best method yet devised, but the only rational one for adjusting the relative rights of employers and employed under the present constitution of industrial society. In making this statement, I do not forget the method by strikes and lockouts, nor do I consider it. These methods are neither rational nor civilized. A victory or defeat for either side, under the pressure of strikes or lockouts, neither proves or disproves the justice of a position assumed; but it is fair to infer that an award given by a board of arbitration, after due consideration, would be as near just and right as it is possible for human judgment to reach. It is to be observed, also, that a decision of a board should not be, and in most cases is not, regarded as a victory by one side or a defeat by the other. There is no exultation over victory, no smart over defeat, nor a determination to wait for a convenient season and revenge. The burning questions that arise are settled in a friendly manner.

Another advantage of a permanent board of arbitration, with stated meetings, is that it furnishes an opportunity, seldom possessed without these, for the workmen to obtain a knowledge of the needs of trade and the demands of the future both upon them and the manufacturers. Labor troubles are as often the result of a lack of information as to the true state of a trade as of any other one thing. It is true that workmen may be told the facts rendering a reduction necessary; but they are not inclined to credit them, and believe that affairs are not as represented. In the working of the English boards, especially in fixing prices, notice is taken of the state of trade and competition with other countries and other districts, and the information thus gathered, not by the employer members, but by the board, is brought to bear in the settlement of wages. * * *

This suggests another and a most important advantage of these boards. Accepting the fact that unions of workmen exist, and will doubtless continue to exist, it is only through boards of arbitration or conciliation of some kind that the trades unions and those employers can meet except as

[1] Report of New York Board of Mediation and Arbitration, 1900, p. 52.

antagonists. The manufacturer and his workmen can never be brought face to face to discuss trade questions, except when their interests are hostile. With these boards there is a possibility of meeting as fellow-members of the same trade, whose interests are indissolubly joined.

Another and perhaps the most important advantage of these boards is the bringing of employer and employed together, and thereby increasing their respect and esteem for each other, and the consequent growth of confidence. One of the greatest barriers to an understanding between capital and labor is a feeling on the part of workingmen that they are regarded as holding a servient position and a feeling on the part of manufacturers that theirs is a dominant one. Out of these feelings which are altogether too common, come a brood of evils that have cost our industries dear. Even when nothing is farther from the mind than the thought of cherishing such sentiments as these, suspicion, ever quick to grasp an appearance for a reality, catches at some chance word, and all the horrors of a labor war are the result. * * *

But the chief advantage of these boards is that they form an open market where labor and capital can come together, and in a friendly spirit fix what is "a fair price for a fair day's work." In these boards the statements made by each side can be challenged, each other's arguments answered, and estimates impeached. I verily believe that, without limiting the influence of fair competition, boards of arbitration, properly worked, afford the best means of fixing the market price for a fair day's work. I believe, moreover, that their action has a tendency to secure the maximum prices which are consistent with steady employment, and that the presence of an umpire prevents the ruinous consequences to both parties which follow separation upon a disagreement.

DIFFICULTIES AND OBJECTIONS.

The chief obstacle encountered in the formation of boards of arbitration and conciliation, as well as in the earlier operations of the same, is suspicion and prejudice. These are the sources of some of the most bitter and ill-advised strikes and lockouts that the history of industry has known; and it is this tendency to quarrel upon what Judge Kettle so aptly terms "matters of sentiment" that stands most in the way of arbitration. Happily, these feelings are passing away; a more intimate knowledge and a more generous estimate of the acts of each other are removing this suspicion and prejudice. Once boards are established, their very existence, as we have shown, tends to the removal of all sources of strife founded upon passion or ignorance.

Another difficulty that arises immediately upon the decision to form a board is the selection of an umpire. Shall he be a permanent officer, or chosen to decide a particular case? Shall he be practically acquainted with the trade in which he is called to act? Or is this not necessary, so that he have the other qualifications? These are questions that it seems almost impossible to answer from the results of experience. * * *

On the part of the workmen there have been very strong objections at times to what they term "a stranger referee;" but it will be found that the success of a referee will not depend upon his practical acquaintance with the trade so much as it will upon the man himself. If he is at all fitted for his responsible position in other ways he can gain sufficient knowledge of the trade to enable him to give a just and intelligent decision. It seems, however, advisable that when it is possible the referee should be an officer selected by the board, with a tenure of office the same as the board. It is not well to wait until the struggle begins, and each side, perhaps, is striving for victory and all they can get before the one who is to decide between them is named. It is best to select him when judgment and reason rule. In this country, I think, little difficulty will be experienced in securing umpires. I think it is possible to name men in our own State in whose fairness and judgment our iron and coal industries would be willing to confide.

When the practical operation of these boards is considered, a very serious difficulty is found in the absence of any recognized definite principle as a basis on which awards shall be made. For example: First and foremost among industrial questions is that relative to the wages of labor. When this is before a board for decision the question arises at once, What shall be the basis upon which the award shall be made? It is because of this very difficulty that arbitration boards exist. If there were such a basis definitely established and universally acknowledged the decision as to the wages at a given time would be a simple question of arithmetic or bookkeeping. It is to endeavor to discover what is fair and right at a given time that these boards are organized. As a matter of information, it may be said that in the practical operation of the boards, while all the facts relative to prices, competition, demand, and supply, both of labor and products, are considered, wages are generally based on the selling price of the articles produced. Mr. Kettle, in a noted arbitration in the coal trades, found a certain date at which the wages paid for work about the collieries were satisfactory to both sides. This became the ideal, and served to fix in a general way a ratio of wages to prices that would be a satisfactory one to both parties. Due notice was taken of any changes that had occurred that should serve to increase or diminish this ratio, such as reduction in the hours of labor, increased expense from mine-inspection laws, etc., and the arbitrator in his award endeavored to approximate this ratio as near as could be done without injustice or injury.

It has been objected to this course that it involves an exposure of secrets in connection with one's business that a manufacturer should not be called upon to make. To arrive at the wages paid and prices received for any commodity at a given time an inspection of books is necessary. This objection must arise from a misapprehension of what is really done. The books are not brought into the board, nor are the arbitrators as a body, nor any one of them, permitted to inspect them. An accountant, sworn not to divulge the details, but only the results, and these only to the board, unless they direct differently, is elected. He ascertains not how much it has cost to produce an article, unless so agreed upon, nor how much profit has been made, but what was the actual selling price of the commodity at the times desired. There can be no objection to this. No secrets are divulged, the accountant covering his work in such a way that it is impossible to trace a sale.

It is further argued, as against arbitration, that an umpire may make mistakes. They are human and consequently liable to err. What would be the result if they did? It would be a very careless or ignorant umpire, one who had no business to occupy the position, who would make a mistake of, say 2 per cent, in his award. This would be, if the award held for 6 months, equal to about half a week's work—3 days. Would not this loss be better than a strike or a lockout for probably many times this? A more pertinent answer to this objection might be to ask the question whether an arbitrator is any more liable to make a wrong decision than a strike or lockout? That is, is cool deliberation more liable to err than passionate impulse?

There is another objection that I imagine will have more weight in England than in this country. It is that arbitration is an attempt to interfere with the operation of natural laws, by which term is meant the politico-economical theories of Adam Smith and his successors and followers. It is not germane to the purpose of this report to discuss the truth or falsity of these theories. It is enough for us to say that at present our knowledge as to industrial laws is extremely limited, and that the assumed facts upon which theories have been based, or from which these laws are deduced have been questioned by some able political economists. However this may be, the law or theory is good

o long as the facts or phenomena remain the same. There is nothing eternal in an economic
nd when the facts change or are modified then the law, which is only a statement of these
nd their relations, changes or is modified. Would it be wise or truthful to say that the facts
enomena of labor have not undergone a wonderful change in the past century? Have not
nts been introduced that promised permanence; that have produced marked changes in the
on of labor to employment, and demand changes in the statements of these relations, or, in
words, of the laws? But no argument is necessary on this point. No one will deny that inter-
ce with these laws is possible. Demand or supply may be increased or diminished, and thus,
leliberate interference, changes to our advantage or disadvantage made to occur.
t here I suggest the vital question as to the advantage or disadvantage of arbitration is to be
l. We must acknowledge that just so long as labor maintains its present constitution inter-
ce with these so-called laws will occur. Now, is it better to interfere with these laws by the
eful and friendly methods of arbitration and conciliation or by the destructive and hostile ones
ikes and lockouts?

TRADES UNIONS AND ARBITRATION.

the practical workings of arbitration trades unions have been found essential to its success.
y have formed the center around which the entire body of labor, nonunionist as well as the
nist, has gathered, and by which the workmen members of the boards have been elected. As
result of his long experience, Mr. Kettle says:
I confess I see no organization but trades unions to fall back upon for the purpose of conducting
business of electing workmen delegates. It must be distinctly understood that I do not here
nd that members of a trade society should elect the workmen's arbitrators. In all our staple
ies there are unions, but the proportion of their members to the total number of workmen differs
atly in different trades. In all there are a greater number of what are called nonsociety men.
All the workmen, whether unionists or not, should be represented on the arbitration board. I
gest that the trades-union organization is at present the most accessible means of carrying this
.
he organized union also gathers the facts upon which the arguments for the labor side are based,
l it is in them that the moral power resides which has been found not only essential but sufficient
he enforcing of the awards of the board.

JOINT BOARDS OF CONCILIATION AND ARBITRATION.

xtract of paper of Mr. JOSEPH D. WEEKS before the Congress on Industrial Conciliation and Arbitration, 1894, pp. 49–58.

Mr. Weeks in his paper declares his opinion that competition is not a satisfactory method of adjusting wages, and that it is also impossible for legislatures to determine wages fairly. "I do not believe ther in strikes or lockouts. Strikes and lockouts settle nothing." They simply decide which can old out the longest. It gradually comes to a point where the long purse on the one side gives out where the other side can starve no longer. The struggle is settled, not because right has prevailed, ut simply because human endurance fails.

Nevertheless, it is not impossible to settle these questions peacefully. "I will agree to take any uestion, I do not care what it is; if I can get half a dozen honest men on either side, face to face, I ill settle the question." The chief point is to get the parties together in friendly conference. Arbitation by outside authorities, as by State boards, may have a desirable effect, but the most successful results are to be obtained by conciliation and negotiation between representatives of the parties hemselves. If they can sit down, each recognizing that the other is not a scoundrel, and that the bject is to get at the facts as to the matter in which both parties are interested, an adjustment an be reached.

The chief force which must be relied upon to compel parties to abide by the decisions of their representatives in joint boards or of outside boards of arbitration is public opinion. In the last analysis our Government throughout rests upon public opinion.

The main hindrance to the adoption of methods of arbitration and conciliation, in the opinion of Mr. Weeks, is the belief on the part of many employers that questions relating to labor are matters which employers alone have the right to decide.

There are indeed certain questions which may arise in the workshop as to which the employer ought to have the only say, but there is also a large class of questions in which he is no more concerned than the employee. The assertion that the right to dictate the terms upon which labor shall be performed rests with the employer alone is a monstrous one. It means slavery or starvation. The employee has the right to assert his industrial independence and his equality with his employer. He demands his living as his right, not as a favor, and is entitled to a voice and equal power in the decision of the questions that affect his interests in his relations to his employer, his work, and his product.

NECESSITY OF ORGANIZATION OF LABOR AND OF STRIKES.

Paper by SAMUEL GOMPERS, president American Federation of Labor, before Congress on Industrial Conciliation and Arbitration, Chicago, Ill., November, 1894, pp. 89, 90.

Speaking of strikes, I am free to say that it is a subject more largely misunderstood than any one subject that I know of. Men believe that the only existence of a labor movement is a strike, when, as a matter of fact, the strike is merely the external manifestation and the infrequent manifestation of the labor movement. The labor movement is carried on day and night. While we are here discussing the question of conciliation and arbitration, on the question of organization of workers and employers, there are committees in the offices, in the meeting rooms with employers, obtaining and receiving concessions in the shape of wages, hours, and improved conditions. To strike, as I say, is but one of the eruptions of the labor movement, and one of the infrequent occurrences considered beside the great work that the organizations of labor perform; and even these strikes men and women who are honest desire zealously to see entirely eliminated or reduced in number. But will the denunciation of strikes prevent strikes? History has proven the very opposite to be the fact. The truth

is that when workingmen denounce strikes, when they are led to the belief that strikes are complete to their injury, their attention is diverted from this means of defense, and greater advantages are taken of them by unfair, unscrupulous employers, and strikes are provoked entirely unnecessarily. An organization of labor which resolves that under no circumstances will it strike reminds me very much of a militia regiment which resolved that upon the breaking out of war it will disband. As one who has been intimately and closely connected with the labor movement for more than 30 years—from boyhood—I say to you that I have yet to receive a copy of the constitution of any general organization or local organization of labor which has not the provision that before any strike shall be undertaken conciliation or arbitration shall be tried; and with nearly 12,000 local trade unions in the United States I think that this goes far to show that the organizations of labor are desirous of encouraging amicable arrangements of such schedules and conditions of labor as shall tend to peace. To urge arbitration previous to the organization of labor simply means the destruction of the interests of labor. Arbitration is not strange to English workmen. Arbitration was practiced between the workingmen of England and their employers for quite a long time, but their experience demonstrated that arbitration, so far as they were concerned, was considerably one-sided, and it is more than 20 years ago that the workingmen of Great Britain repudiated arbitration as being inimical to the interests of British workmen. And it is for that reason that with the growth of the organizations of labor there has been much more conciliation or confererence, resulting in the adjustment of economic disputes.

NECESSITY OF STRONG ORGANIZATION TO MAKE ARBITRATION EFFECTIVE.

Abstract of paper of P. J. McGUIRE, secretary of the United Brotherhood of Carpenters, before the Congress on Industrial Conciliation and Arbitration, 1894, pp. 84–88.

Mr. McGuire appeared as a representative of the United Brotherhood of Carpenters, an organization including at the time over 40,000 members. The speaker declared that the carpenters' organization had always sought to bring about friendly negotiations with employers regarding labor disputes. The constitution provides that in case of any difficulty the president of the local union shall appoint a conference committee of 3 members to wait on the employers. As a matter of fact, however, employers in very many cases refuse to recognize these committees. They declare themselves willing to talk to the men in their own shops, but not to negotiate with officers of labor organizations. Mr. McGuire stated that he had during the past 3 years gone in very many cases to builders' exchanges, and other organizations of employers and implored them to meet a conference committee of the trade union, in order to save trouble from strikes, but in vain. On the other hand, the employers quite generally accede to the demands of the bricklayers for recognition of their conference committees. The reason is that the bricklayers are so strongly organized that they have power to compel the employers to meet them. When the carpenters become sufficiently strong they can similarly compel employers to treat with them by conciliatory methods.

Just as strong organization of the workmen on the one side is desirable in order to effect conciliation or arbitration, so a thorough organization of the employers on the other side is to be desired. In fact, organization is essential to successful conciliation or arbitration. Trade unions do not ask the State to step in and help them settle their difficulties. If they can not help themselves they have no right to exist.

Mr. McGuire was not disposed, however, to admit that strikes are always injurious or undesirable. He declared that since 1881 the United Brotherhood of Carpenters had conducted 873 strikes, of which 761 were successful. Since 1886 the expenditure in strike funds by the organization had been about $330,000. The average increase of wages brought about by the strikes has been 50 cents per day, amounting to more than $3,750,000 during the 7 years since 1886. At the same time the hours of labor had been reduced largely in most cities of the country.

STATE ARBITRATION: COMPULSORY ATTENDANCE OF WITNESSES AND ENFORCEMENT OF DECISIONS.

Opinion of ILLINOIS BOARD OF ARBITRATION.

The Illinois arbitration act was amended in 1899, at the instance of the State board itself, so as to increase its powers of investigation. The amended law provides that the board shall have power in all cases to require an operative or expert, or a person who keeps records, or any other person, to testify, and to require the production of books containing records of wages paid and of any other books or papers deemed necessary to a full investigation. A person who is served with a subpœna or other process and who refuses to obey it, or who refuses to answer questions, may be compelled to do so by order of the circuit court or the county court, on application of the board.

The Illinois State Board of Arbitration, commenting on this amendment in its annual report for 1899, declares that it believes that the provision will prove a strong incentive to arbitration. Knowledge of the fact that they may be compelled to appear before the board and to produce books and papers will, it is thought, induce employers, for the protection of their own interests, to become parties to the arbitration proceedings. Since a court of record is to pass upon the question of the authority of the board to require the production of books and papers, there is no likelihood that the power can be abused. The amendment, also, will increase the weight of the findings of the board in cases which are investigated upon the application of one party only, since the effect of the decisions in each case depends largely on the force of public opinion, and since public opinion will be greatly strengthened by accurate knowledge of the facts based on the testimony thus obtainable. The new provisions enable the board, also, to give to both employers and employees information which they would be otherwise powerless to obtain.[1]

The laws of Indiana and Illinois are more stringent than those of any other State, with regard to the enforcement of the decision of the State board of arbitration, in cases where both parties have applied for its intervention.

The Indiana law provides that if either party after the arbitration decision shall present to the circuit court of the county a petition stating that the award has not been complied with, the court may

[1] Report Illinois State Board of Arbitration, 1899, pp. 11, 12.

issue a rule against the party charged with noncompliance after proper hearing. Disobedience by any party to such an order is to be deemed contempt of court and may be punished accordingly, although the punishment shall not extend to imprisonment "except in cases of willful and contumacious disobedience."

The Illinois act, as amended in 1899, is very similar to that of Indiana, but contains a provision that the punishment shall in no case extend to imprisonment. The Illinois board, commenting on this difference between the two laws, declares that it is of the opinion that the end sought will be quite as effectively attained by means of a fine as by means of imprisonment. The amount of the fine lies wholly within the discretion of the court. The board is of the opinion, also, that in most cases fines against workmen can be collected, especially since the workmen who wield the greatest influence, and who would be most apt to be parties to arbitration proceedings, are the most likely to have property. The board believes, also, that the possibility of imprisonment would make both employers and employees very much averse to submitting their differences to arbitration, and hence would hinder the usefulness of the system.[1]

ARBITRATION OF RAILWAY DISPUTES.

Chief conclusions and recommendations of UNITED STATES STRIKE COMMISSION of 1895.[2]

NOTE.—This commission was appointed by the President to investigate the great railway strikes of 1894. It consisted of Carroll D. Wright, United States Commissioner of Labor; John D. Kernan, of New York, and Nicholas E. Worthington, of Illinois.

It is encouraging to find general concurrence, even among labor leaders, in condemning strikes, boycotts, and lockouts as barbarisms unfit for the intelligence of this age, and as, economically considered, very injurious and destructive forces. Whether won or lost is broadly immaterial. They are war—internecine war—and call for progress to a higher plane of education and intelligence in adjusting the relations of capital and labor. These barbarisms waste the products of both capital and labor, defy law and order, disturb society, intimidate capital, convert industrial paths where there ought to be plenty into highways of poverty and crime, bear as their fruit the arrogant flush of victory and the humiliating sting of defeat, and lead to preparations for greater and more destructive conflicts. * * *

The general sentiment of employers, shared in by some of the most prominent railroad representatives we have heard, is now favorable to organization among employees. It results in a clearer presentation and calmer discussion of differences, instills mutual respect and forbearance, brings out the essentials, and eliminates misunderstandings and immaterial matters. To an ordinary observer argument to sustain the justice and necessity of labor unions and unity of action by laborers is superfluous. * * *

The question of the right of Congress to legislate in regard to the conditions of employment and service upon railroads engaged in interstate commerce is a most important one, and the right seems by analogy to exist. Similar power as to rates, discriminations, poolings, etc., has been exercised in the act to regulate commerce and has been sustained by the courts. The position of railroads as quasi public corporations subjects them and their employees to this power and imposes its exercise upon Congress as a duty whenever necessary for the protection of the people. The question of what shall be done is therefore one of expediency and not of power. When railroads acted as judge and jury in passing upon the complaints of shippers, the people demanded and Congress granted a Government tribunal where shippers and railroads could meet on equal terms and have the law adjust their differences. In view of the Chicago strike and its suggested dangers, the people have the same right to provide a Government commission to investigate and report upon differences between railroads and their employees, to the end that interstate commerce and public order may be less disturbed by strikes and boycotts. Public opinion, enlightened by the hearings before such a commission, will do much toward settling many difficulties without strikes, and in strikes will intelligently sustain the side of right and justice and often compel reasonable adjustments. Experience, however, has taught that public opinion is not alone powerful enough to control railroads. Hence power to review and enforce the just and lawful decisions of the commission against railroads ought to be vested in the United States courts. There can be no valid objection to this when we bear in mind that we are now dealing simply with quasi public corporations and not with either individuals or private corporations. What is safe and proper as to the former might be unsafe and unjust for the latter. That which is done under the act to regulate commerce as to rates can safely and ought properly to be done as to railroad wages, etc., by a commission and the courts.

Some stability and time for conciliation and amicable adjustment of disputes can also be secured by providing that labor unions shall not strike pending hearings which they seek, and that railroads shall not discharge men except for cause during hearings and for a reasonable time thereafter. A provision may well be added requiring employees during the same period to give 30 days' notice of quitting and forbidding their unions from ordering or advising otherwise.

Many assert with force that no law can be justly devised to compel employers and employees to accept the decisions of tribunals in wage disputes. It is insisted that while the employer can readily be made to pay under an arbitration decision more than is or than he thinks is right, the employee can not practically be made to work. He can quit, or at least force his discharge, when the decision gives him less than he demands. Hence nothing reciprocal can be devised, and without that element it is urged that nothing just can be enacted of a compulsory nature. This may be true in general industries, but it has less weight as between railroads and their labor. Railroads have not the inherent rights of employers engaged in private business; they are creatures of the State, whose rights are conferred upon them for public purposes, and hence the right and duty of government to compel them to do in every respect what public interest demands are clear and free from embarrassment. It is certainly for the public interest that railroads shall not abandon transportation because of labor disputes, and therefore it is the duty of the Government to have them accept the decision of its tribunals, even though complete reciprocal obligations can not be imposed upon labor. The absence of such reciprocal obligations would rarely affect railroads unjustly if we regard the question in a practical light.

Railroad employment is attractive and is sought for. There has never been a time in the history of railroads when men did not stand ready to fill a labor vacancy at the wages fixed by the roads.

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[1] Report of Illinois State Board of Arbitration, 1899, pp. 12, 13, 147.
[2] Report of the United States Strike Commission, pages XLVI–LIV.

The number is constantly increasing. If railroads can thus always get the men that they need what they offer, is there any doubt that the supply will be ample at any rates fixed by a commission and the courts? A provision as to notice of quitting, after a decision, would be ample to enable railroads to fill vacancies caused in their labor departments by dissatisfaction with decisions. To further, under present conditions, at least, in coercing employees to obey tribunals in selling their labor would be a dangerous encroachment upon the inherent, inalienable right to work or not as they please.

When railroad employees secure greater certainty of their positions and of the right to proper compensation for injury, etc., it will be time enough to consider such strict regulation for them as we can now justly apply to railroads, whose rights are protected by laws and guarded by all the advantages of greater resources and more concentrated control. * * *

To secure prompt and efficient data for the formation of correct public sentiment in accordance with this line of thought the commission contends that law should make it obligatory upon some public tribunal promptly to intervene by means of investigation and conciliation, and to report whatever a difficulty of the character of that occurring during the past season at Chicago arises intervention should be provided for, first, when the tribunal is called upon to interfere by both parties involved; second, when called upon by either of the parties, and, third, when in its own judgment it sees fit to intervene. The proper tribunal should have the right, in other words, to set itself in motion, and rapidly, too, whenever in its judgment the public is sustaining serious inconvenience. If the public can only be educated out of the belief that force is and must always remain the basis of the settlement of every industrial controversy, the problem becomes simplified. A tribunal, however, should not intervene in mere quarrels between employer and employed unless the public peace or convenience is involved; but where it is a clear case of public obstruction, whether caused by individuals or by a corporation, a tribunal should not wait until called upon by outside agencies to act. The parties concerned should be notified that the tribunal proposes upon a certain day—and the earlier the day the better—to be at a given place, there to look into the cause of the trouble, to adjust difficulties by conciliation, if possible, and, in the event of failure, to fix the responsibility for the same. Proceeding in this way the report of such a commission would cause public opinion promptly to settle the question, or at least to fix the responsibility where it belonged, and to render successful opposition to the conclusions reached an improbability. To carry out this idea involves no complicated legislation.

The commission therefore recommends:

(1) That there be a permanent United States strike commission of three members, with duties and powers of investigation and recommendation as to disputes between railroads and their employees similar to those vested in the Interstate Commerce Commission as to rates, etc.

a. That, as in the interstate-commerce act, power be given to the United States courts to compel railroads to obey the decisions of the commission, after summary hearing unattended by technicalities, and that no delays in obeying the decisions of the commission be allowed pending appeals.

b. That whenever the parties to a controversy in a matter within the jurisdiction of the commission of one or more railroads upon one side, and one or more national trades unions, incorporated under chapter 567 of the United States statutes of 1885–86 or under State statutes, upon the other, each side shall have the right to select a representative, who shall be appointed by the President to serve as a temporary member of the commission in hearing, adjusting, and determining that *particular* controversy.

(This provision would make it for the interest of labor organizations to incorporate under the law and to make the commission a practical board of conciliation. It would also tend to create confidence in the commission, and to give to that body in every hearing the benefit of practical *knowledge* of the situation upon both sides.)

c. That during the pendency of a proceeding before the commission inaugurated by national trades unions or by an incorporation of employees it shall not be lawful for the railroads to discharge employees belonging thereto except for inefficiency, violation of law, or neglect of duty; *nor* for such unions or incorporation during such pendency to order, unite in, aid, or abet strikes or boycotts against the railroads complained of; nor, for a period of six months after a decision, for such railroads to discharge any such employees in whose places others shall be employed, except for the causes aforesaid; nor for any such employees, during a like period, to quit the service without giving *30 days* written notice of intention to do so, nor for any such union or incorporation to order, counsel, or advise otherwise.

(2) That chapter 567 of the United States statutes of 1885–86 be amended so as to require national trades unions to provide in their articles of incorporation and in their constitutions, rules, *and by-laws* that a member shall cease to be such and forfeit all rights and privileges conferred on him by law as such by participating in or by instigating force or violence against persons or property during strikes or boycotts or by seeking to prevent others from working through violence, threats, or intimidations; also, that members shall be no more personally liable for corporate acts than are stockholders in corporations.

(3) The commission does not feel warranted, with the study it has been able to give to the subject, to recommend positively the establishment of a license system by which all the higher employees or others of railroads engaged in interstate commerce should be licensed after due and proper examination, but it would recommend, and most urgently, that this subject be carefully and fully considered by the proper committee of Congress. Many railroad employees and some railroad officials examined, and many others who have filed their suggestions in writing with the commission, are in favor of some such system. It involves too many complications, however, for the commission to decide upon the exact plan, if any should be adopted.

ARBITRATION IN RAILROAD DISPUTES.

Opinion of NEW YORK STATE BOARD OF MEDIATION AND ARBITRATION.[1]

These circumstances suggest the question whether provision of law may not be properly made to prevent or punish arbitrary or abrupt interruption of travel and transportation of freight, to the great inconvenience of the public and danger to human life and material values upon lines for the transportation of persons and property, whether by the corporate powers owning and operating them or by the persons in service upon them. * * * The principle of law that applies has been laid down and settled by the court of appeals of the State of New York in the case of The People ex rel. Kimball v.

[1] Report of 1887 and Report of 1894, p. 26 ff. The latter report quotes from the former as in the text.

n and Albany Railroad Company (Sickels, 25) and by the Supreme Court of the United States e Granger cases and in the Chicago elevator case. "Railroad corporations," says the opinion of urt of appeals, handed down by Judge Earl, all concurring, "hold their property and exercise franchises for the public benefit, and are therefore subject to legislative control. The legisla- may regulate the mode in which they shall transact their business, the price which they shall re for the transportation of freight and passengers, the speed at which they may run their trains, the way in which they shall cross or run upon public highways or turnpikes used for public l. It may make all such regulations as are appropriate to protect the lives of persons carried railroads or passing upon highways crossed by railroads. All this is within the domain of lative power, although the power to alter or amend the charter of such corporations has not reserved. This whole subject of legislative power over railroads and over private persons hold- nd using their property for public purposes has been so fully discussed recently in the Supreme t of the United States, in the Granger cases and the Chicago elevator case, as to make further ussion unnecessary here." As a corollary of this judgment, it would seem to follow that the lature exhausts only half its power and performs only half its duty when in making appro- te regulation for the protection of the lives of persons and transportation of property carried n railroads it stops with their application to the corporations and their officers. Of what avail for the State to possess and exercise a power of control and regulation over railroad corporations ted for the public benefit and over private persons holding and using their property for public poses if it permits combinations of unauthorized and irresponsible employees of such corpora- is and other persons to arbitrarily arrest and hold at will the operations of railroads or other perties in the service of the public? The operatives of a railroad, from engineer down to track- , are, in the practical relations of their services to persons and property transported, far more portant as factors than officers of the corporation, and should be held to due responsibility. Nor uld the extension of regulations by law to employees upon railroads work any hardship to them. the contrary, it would be their guaranty and protection, as well as the guaranty and protection the corporation and the people. A railroad is a public highway of the State, subject as much to ulation by the State for the public benefit, and for the protection of the lives of people who travel, d for the transit of property carried upon it, as if the State owned and operated it itself. When a n takes service upon a railroad, whether as an agent of the corporation or as an operative upon e line, he becomes a public officer, and hence subject to such regulations by law, in the discharge all his duties and the time and manner of his abandonment of them, as are appropriate to protect e lives of persons and secure the transit of property upon the road. * * * The State should lge somewhere a power, with ample means of law to make its intervention effective, for the speedy ttlement of all disputes between the officers of railroad corporations and operatives of railroad operty.

This board, as its report shows, does not agree with the Federal commission that in controlling and recting the relations of railroad corporations with their operating forces "complete reciprocal bligations can not be imposed upon labor." It believes that such obligations can be imposed upon abor, and that this imposition is the key to the whole situation—the solution of the whole problem; nd, further, that labor, once rightly understanding the imposition and realizing its benefit to the perating forces, will be perfectly satisfied with it. * * * The difference between the plan of the ederal commission and the plan heretofore suggested by this board is that the former assumes a dis- greement between railroad corporations and their forces which must be settled by decree of govern- ental power, while the latter provides for a system of entry of the forces into the employment of ailroad corporations that would obviate disagreement. * * * Below are suggestions of points for egislation made in the annual report of this board to the legislature of 1891:

1. Declare the service of railroad corporations created by the State a public service.
2. Entrance into such service to be by agreement for a definite period, upon satisfactory examina- ion as to mental and physical qualifications, with oath of fidelity to the people and to the corporation.
3. Resignation or dismissal from such service to be permitted for cause, to be stated in writing and filed with some designated authority, to take effect after the lapse of a reasonable and fixed period.
4. Wages to be established at the time of entry, and changed only by mutual agreement, or decision by arbitration of a board chosen by the company and employees, or by a State board, or through the action of both, the latter serving as an appellate body. Other differences that may arise to be settled in like manner.
5. Promotions to be made upon a system that may be devised and agreed upon by both parties, with the aid of a State board, if necessary.
6. Any combination of two or more persons to embarrass or prevent the operation of a railroad in the service of the people a misdemeanor; and any obstruction of or violence toward a railroad serv- ing the people, endangering the safety of life and property, a felony, with punishment of adequate severity.
7. Establishment of a beneficiary fund for the relief of employees disabled by sickness or accident, and for the relief of their families in the case of death, as is done upon the lines of a number of rail- road corporations in other States.

All to the end of a discharge of mutual obligations of railroad corporations and employees, the enjoyment of mutual benefits, and the securement of a permanent and satisfactory service to the people, who have a right to it and a right to use every power necessary to obtain it.

COMPULSORY ARBITRATION.

Opinion of INDIANA LABOR COMMISSION.[1]

Another evil growing out of strikes is the continuing effects of the resultant estrangement. This estrangement not infrequently lingers long after the unfortunate events which produced it have grown dim with age in the mind of the public. It retards future negotiations, chills the feeling of mutual friendliness that may have existed, creates a lack of confidence, and lessens the prospects for a continuance of the friendly relations between employer and employee, the existence of which is so essential to profitable cooperation and mutual prosperity.

The public has an interest in the peaceable settlement of industrial disputes that has not always received the consideration its importance demands. Commercial and industrial affairs are becoming more closely interwoven and interdependent day by day. By reason of this there are, in most instances, three mutually interested parties to each lockout or strike, namely, the workmen involved,

[1] Report of 1899–1900, p. 11.

the employer, and the public. So long as the conflict is confined within the narrow sphere of first and second parties in interest, the rest of the community may remain passive spectators. Sometimes, however, the evil done is too far-reaching to be contemplated with complacency. The area of influence is largely measured by the character of the industry involved. A strike in a factory would not jeopardize the public's interest to the same extent that one would on a street-car line in a populous city or on a railway system. Strikes and lockouts involving or largely affecting freight and passenger traffic cause inconveniences and losses of the gravest consequence, and that frequently culminate in a necessity for repression by force. The instrumentality usually employed has been the constabulary or militia.

Vesting in some State agency the power to enforce arbitration when the public welfare is paramount to all other considerations is a crying need of the times. The mere power to act which a petitioned would not fully meet the necessities which sometimes arise. Frequently the injuries sustained by the public are greatly more grievous than those of either contestant, or both combined for that matter. Several times this situation has existed in Indiana and disastrous consequences have followed which would have been averted if enforced arbitration had been provided for. Those who experience and observation know that often labor troubles progress with an ever-increasing intensity; both sides become deaf to reason, refuse to yield, compromise, or arbitrate in the absence of State intervention. Meantime the helpless public must drift defenselessly along, suffering from evils for which it is in no wise responsible, and from which there is no relief until the combatants are either coerced by force or have expended their ill-directed strength and by their exhaustion are forced to quit the fight. Thus upon innocent persons are entailed pecuniary losses. This fact forces us to confront the proposition: Is it not the duty of the State to reduce these disturbances to a minimum by appropriate legislation?

It will be noticed on examination that our law does not provide for enforced arbitration. It seems reasonable to conclude, however, that the time is rapidly approaching, if indeed it is not already here, when this further step must be taken to complete the essential process for settling differences between capital and labor under extremely aggravated and dangerous conditions.

In the opinion of your labor commission, the law providing for arbitration should be amended in two particulars:

First. In all cases where disputes arise from any cause it should be made unlawful for a lockout or strike to be resorted to without first attempting conciliation, the offense to be punishable as a misdemeanor.

Secondly. Whenever, during the process of a lockout or strike, human life is jeopardized, security to property is threatened, public order is overthrown, or the law is willfully defied or violated, the parties to such lockout or strike should be required to obey a mandatory order to submit their contention to arbitration in some manner mutually agreeable.

Such laws, justly enforced would prove in some degree repressive to domineering and avaricious employers who sometimes precipitate strikes by attempts at unreasonable exactions, or by refusal to pay living wages, and, as well, to those groups of workingmen who delegate the management of their material interests to unwise leaders, or allow themselves to be influenced by professional agitators. Such a law would largely eliminate from our industrial system the lockout and strike, with a host train of demoralizing influences, and substitute therefor a means of settlement rational in method, just in its results, and give security to capital, and permanency of employment to labor, as well as the better wages which this security and permanency will bring.

COMPULSORY ARBITRATION.

Opinion of OHIO BOARD OF ARBITRATION.[1]

It is not our purpose to advocate compulsory arbitration. But labor controversies, according to our experience and conviction, occasionally reach a point where a constrained resumption of working relations between the parties, for a limited time pending settlement, arbitration, or other disposition and the better assurance of the public peace and safety, would be of incalculable benefit both to the parties involved and the public.

We are satisfied after a thorough examination of the question, which official obligation commanded, in view of developments forced upon our attention in the line of duty, that legislation to accomplish such an end is within the competence of the general assembly. The police power of the State is adequate to such emergency enactment—a power which, says Mr. Justice Gray, in Leisy v. Hardin (135 U. S. R., 128), referred to approvingly in Cincinnati v. Steinkamp (54 O. S. R., 284), "includes all measures for the protection of the life, the health, the property, and the welfare of the inhabitants, and for the promotion of good order and the public morals." Our supreme court, quoting from that opinion, refers to the power as "that inherent and necessary power essential to the very existence of civil society, and the safeguard of the inhabitants of the State against disorder, disease, poverty, and crime, and necessarily extends to the protection, health, comfort, and quiet of *all* persons and all property within the State;" and says (p. 292), "the power of the general assembly to authorize injunction at the action of the proper authorities to prevent the continuance of that which is detrimental to the public safety, is too well established in this State to need vindication." Under the principles recognized in these cases, and the authorities cited in them, no difficulty on the score of power to enact the legislation suggested is apprehended.

The principal difficulty—and that will not be found formidable—is so to circumscribe the authority conferred as not to exceed the limits of the power. We are confident the aid of the judicial department can be so invoked, under suitable provisions, as fully to guard and protect private rights and guarantee security against abuse of authority, and at the same time to assure the public safety and the protection of life and property in cases of such threatening strikes and lockouts.

An amendment to the act carefully and guardedly drawn covering this subject would not only be beneficial to all interests, but would in some cases at least, if one may judge from the past, be welcomed by both employers and employees.

In the recent street railroad strike at Cleveland, detailed in the secretary's report, both the officers of the company and the representatives of the men more than once expressed the wish that the board, on its own initiative, under the law had power to settle the controversy. They were near an agreement several times, and a settlement either way, if lawfully imposed, we doubt not, would have proved satisfactory and final.

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[1] Report of 1899, p. 5.

one time very early in the strike there was but a single thing that prevented a settlement by ration and an immediate resumption of work, namely, "the recognition of the union." The demanded and the company refused this recognition. Neither could be induced to yield on this ion, and both were willing to arbitrate every other. But this one irreconcilable difference—h we refrain from characterizing—resulted in the long train of evils which followed. Naturally, ie strike proceeded differences grew, difficulties increased, and the relations of the parties me more and more strained, so that after a time there was absolute refusal either to negotiate or rate. Had a temporary adjustment been imposed by lawful authority as soon as danger to life property became manifest, the evils recounted by the secretary, including daily riots, great loss operty and earnings, an outlay by the State of $28,500, bloodshed and loss of life would without question have been averted. There is no doubt such temporary arrangement, fairly approximat- what was right, would have been made permanent by the parties, or at least would have formed basis for final settlement; for to have abandoned it, after passion had subsided and danger had averted, would have been to invite their recurrence anew.

ir experience at Cleveland in this regard was not exceptional. On several occasions since the anization of the board, parties to strikes of threatening character, while refusing to submit mat- in dispute to arbitration, have expressed the wish that the board could of its own motion, for the e being at least, require a resumption of operations pending settlement In such instances, had nority existed to bring about a temporary resumption of work pending adjustment, much loss and ering would have been prevented and great public good done.

Ve therefore respectfully suggest that the law be amended so as to authorize under proper guards l qualifications a constrained temporary resumption of labor relations between employers and ployees pending adjustment, arbitration, or other disposition of differences, or the better assurance he public tranquillity, in cases where the destruction of property or life is imminent and the pub- peace endangered.

as a result of our experience in arbitration and an examination of this subject we venture to pro- e for consideration the following as an amendment to the law, covering the matter, to wit:

'Whenever in the unanimous judgment of the State board a strike or lockout is not within reach present adjustment and seriously menaces the public peace and endangers life or property, or if e situation caused by such strike or lockout be such, in the opinion of the governor, as to justify the lling out of the militia, or a part thereof, or if the same has been called out because of such strike lockout, the board shall cause the facts to be entered upon its minutes, and thereupon, on notice id hearing, make and enter therein such recommendation to the parties to such strike or lockout, oking to the suspension thereof for a period not exceeding —— days pending adjustment or arbitra- on and the better assurance of the public tranquillity and protection of life and property as it may eem practicable and wise. A copy of such minutes embodying such recommendation, which shall e subject to modification and renewal, shall thereupon, without delay, be served upon each party ersonally, or through his agent or attorney. And it shall be the duty of said parties to comply with ie same. On failure of compliance, the board shall communicate the fact to the prosecuting attor- ey of the county where such strike or lockout exists, or to the attorney-general, who shall forthwith iake an application to the court of common pleas of such county, if in session, or a judge thereof, if not n session, for an order to enforce such recommendation, and shall cause a summary notice to be erved as aforesaid upon each party to appear forthwith before such court or judge and show cause vhy such order should not be made. Said court or judge shall immediately hear such application ind make an order for carrying out of such recommendation with such modification thereof, if any, as nay appear to be just and proper, and promotive of the public peace and safety. Such order shall be ubject to modification on notice as aforesaid to the parties, and any disobedience thereof or interfer- ence with its execution shall be summarily dealt with and punished as for contempt; provided, said board, through any of its members, may make or join in any such application. All costs incurred in the hearing on such application shall be paid by the county or counties affected, as the court may direct."

COMPULSORY ARBITRATION.

Opinion of ILLINOIS STATE BOARD OF ARBITRATION.

The Illinois State board of arbitration takes occasion in its report for 1899 to express somewhat fully its opinion against compulsory arbitration. It recognizes the obligation between employers and employees and the obligation of both to the general public, and believes in using the strongest influence to induce them to adjust their differences by arbitration, but it considers compulsory arbitration unconstitutional and unwise. The system, the board declares, has never been put to a practical test in any country in which the conditions, governmental and industrial, are similar to those in the United States. The chief example of compulsory arbitration is found in New Zealand, a country chiefly agricultural, in which accordingly only a small proportion of the population and property can be affected by the working of the law. In the United States, where millions of men are engaged in mining, manufacturing, transportation, and other pursuits, which make the relation of employer and employee of the first importance, and where competition is so keen that a variation of a few cents in the wage scale may bring disaster, the system would be ill adapted.

The Illinois board especially points out that compulsory arbitration would necessitate involuntary work on the part of the employees. If employers could be compelled to arbitrate and to abide by the decision of arbitrators, a similar compulsion would have to exist regarding employees and they might be forced to work for one employer, although they could find better opportunities for employment elsewhere. Moreover, it might easily occur that a board of arbitration should be so constituted as to be notoriously prejudiced on one side or the other, or so incompetent as to commit grave errors in judgment. The Federal and State constitutions provide that no person shall be deprived of life, liberty, or property without due process of law. The right to choose whom one will employ or for whom one will work is one of the chief liberties of men, which a legislative enactment can not properly take away.

The Illinois board, on the other hand, thinks it is legitimate to enforce the decisions of arbitrators in cases where both parties have agreed to submit their controversy. In that case the parties are supposed to know something of the character of the men composing the arbitrating body and to repose in them sufficient confidence to be willing to trust to their judgment. (Report Illinois State Board of Arbitration, 1899, pp. 16–19.)

COMPULSORY ARBITRATION.

Paper by Hon. HUGH H. LUSK, formerly a member of Parliament, New Zealand.[1]

PAPER NO. 1.—WHAT IT MEANS IN NEW ZEALAND.

There are few words more familiar to-day with men who take an intelligent interest in the world's progress and welfare than "arbitration." During the last quarter of the century just ended the idea for which the word stands has steadily made its way, commending itself more and more to the minds of thoughtful and intelligent men in every part of the civilised world. It has entered the arena of international politics: it has invaded the domain of the courts of law: it has offered itself as the only ultimate and satisfactory remedy for industrial disputes. There is no single respect in which the starting point of the twentieth century is so greatly in advance of that of the nineteenth in relation to social and political questions as in this, and there is none so important to the well-being of society. It indicates the high-water mark of the humanising progress of the world's thought in the most remarkable century of the world's development.

The new century has entered on the inheritance of its predecessor, but it has yet to show how far it may prove itself worthy of its advantages in this respect. Will it carry out the great humanitarian ideals of arbitration to such a point, and in such a manner, as will discourage strife and put an end to violence, both in the intercourse of nations and in the relations of the various parts of the social body with each other? Or will it fall back upon the ideals of more barbarous ages, and set up once more the appeal to brute force and superior endurance as the chosen arbiters of human destiny? The question is not so easily answered as the optimist would gladly believe. It is easy to say that progress will go on and that, with advancing education, both nations and classes will more certainly see their true interests, and pursue them more unselfishly. It is easy to look forward to a time when wars shall all be matters of past history, and industrial disputes shall either cease to occur at all, or shall be settled amicably between the parties immediately interested; but it is more difficult to suggest the methods by which this entire change in the attitude of nations and of classes shall be brought about. What has to be reckoned with in all cases is the universal element of selfishness, and its amount and influence is difficult to estimate.

In the disputes of nations it is admitted that the only consideration which can be relied on to induce them to substitute peaceable arbitration for warlike violence is the purely selfish one that, on the whole, it will cost much less and, therefore, will pay much better. If a nation can be relied on to appreciate this fact it may fairly be expected to be ready, in most cases, to refer national disputes to arbitration; if not, it will continue to prefer, as it has hitherto done, the cost of the standing army and the chances of war. In the disputes of the industrial classes the same rule will prevail. If the employers of labor think the losses—immediate and prospective—of submission likely to prove greater than the cost of resistance to the demands of the workers, they will accept war and defy the strike; if they are of the contrary opinion they will lean to arbitration. Precisely the same is now true and, as far as experience is a guide, will continue to be so in the case of associated workers. And it should not be lost sight of that its application to industrial disputes is in practice far more important than to international quarrels. Industrial war—the civil war of class against class—is many times more deadly in its effects and a hundred times more frequent in its occurrence than any ordinary war between nations.

The title of this article may seem to some people to carry its own condemnation. Compulsion, though it is the everyday experience in some form of every man, is an idea which no man likes. The law to which the name has been applied has naturally suffered from the fact in the estimation of some, who have hastily supposed it formed some new attack on human freedom. Capitalists have thought it was designed to injure them, and workers have supposed it to be a capitalist conspiracy to filch away from them their liberty of action and substitute a kind of legal servitude in its place. Fortunately it could not well be both; but the fact that it has been misrepresented and looked on with suspicion by both of the parties intended to be most immediately affected by its operation shows that it requires to be more clearly understood.

It is not necessary to go into the history of the law which bears the name of compulsory arbitration, as that is already known to the readers of this journal; but it may be necessary to make its object and incidence a little more clear. Compulsory arbitration, then, on the New Zealand plan, is exactly what its name implies and nothing more. It is a law to compel resort, in all industrial disputes which can not be settled in a friendly way between the parties directly interested, to the arbitration of an independent and competent tribunal. It is this, but it is nothing more than this. It is not a law to compel employers to ruin themselves by paying their workmen higher wages than they can pay without losing money; it is not a law to oblige men to work for wages which they consider so insufficient that they would rather cease to work at the trade than accept them. It is neither of these things—each of which would be a tyrannical use of power to destroy men's reasonable liberty of action in their own affairs—but it is the expression of the determination of the people of New Zealand as a whole that all questions of fact, on which differences likely to affect the peace and well-being of the community have arisen, shall be decided by a competent court of unprejudiced men, and not by the threats or violence of angry and interested partisans. When the question has been decided, it is for the persons affected by the decision to consider on their part what they will elect to do. That they shall obey the law and conform to the decision of the court is as certain as the power of the nation to enforce laws can make it; but whether they shall go on with their business—in case they are employers of labor—or shall go on working at their trade and yet remain in the country is a matter which is entirely for themselves to consider. If the employer wishes to keep his factory open, he can only do so by complying with the order of the arbitration court and paying the wages to his workmen the court has declared fair and reasonable; if the worker wishes to go on working at his trade in the country at all, he must do so at the wages that have been fixed. Further than this there is no compulsion. No employer needs to pay wages he can not pay without loss; no workman need work for wages he can not live on.

The law was enacted, not in favor of capital, nor for the advantage of labor, considered as a class, but for the defense of the community at large, and in the interests of the people as a whole. With this in view it does interfere, to a limited extent, with the free exercise of individual liberty exactly in the same way that every other public statute interferes with it. It deliberately places the well-being of the whole people first, and the exercise of free will by the members of a class—whether of capitalists or workmen—second. It claims that every dispute which reaches the stage of a quarrel between employers and employed is the business of the whole community, because the peace and the prosperity of the people at large is involved, and it declares emphatically that, come what may, there shall be no civil war between classes of the community in New Zealand. The only excuse for such a war would be some manifest and flagrant injustice done by one class to another, and this it is

[1] Bricklayer and Mason, May and June, 1901.

bject of the compulsory arbitration law to render impossible. To do this it is necessary that on occasion on which a grievance is alleged, on the part either of the worker or the employer, it be inquired into, and the right or wrong of the matter settled as far as an impartial court can e it fairly. Until this has been done, nobody—not even the parties to the dispute, as a rule—can e of the position correctly and with a knowledge of all the facts; and therefore, until it is done, law provides that neither party to the dispute shall take any steps to compel the other side to way.

this way the New Zealand law wrests from the hands of organized bodies of men the implements vil war which are known by the names of the "lockout" and the "strike," just as the laws of ther civilized nations have long ago at least attempted to wrest the more ordinary weapons of vidual war from the hands of individuals. It has said, in effect, that the nation has provided ethod by which a fair decision can be arrived at in all industrial quarrels, and in the interest of whole people—and therefore of yourselves—you shall not try any other method on your own ount. This is the ground on which the law provides that from the moment when a dispute ween employers and workers in any trade has been referred by either party to the decision of the itration courts, both parties shall await the settlement of the question; the employer shall not, in meantime, lock out or dismiss his workmen; the workers shall not, in the meantime, refuse to go working for the employer. The compulsion thus exercised is not a serious one, because the law o provides for the case being heard, and the decision given within a very short time; but that it a compulsion there is no attempt to conceal. It is the same kind of compulsion in principle as at which forbids two men who claim a right to the same house to elect to fight for its possession th clubs, instead of referring the question to a court, and abiding by its judgment whether ey think it correct or not.

To the common assertion that the cases are not parallel, as it is the undoubted right of every free an to leave off working if he chooses for any cause which seems to him sufficient, or to cease operions at any factory if he does not find he can make it pay, the people of New Zealand reply at ice that they decline to be fooled by mere words. They say that no strike was ever yet declared cause the men wished to give up working; and no lockout was ever enforced because the employers ad decided to abandon the business. In every case the strike or the lockout were but the clubs by eans of which those who used them hoped to compel the other party to the quarrel to give in; it ay be called "ceasing work" on the one side, or "stopping business" on the other, but it is really n act of war, and its purpose is to compel the other side to confess itself beaten, and to make the onquered party accept the terms of the conquerors. It is a method intended to bring about comulsory raising or lowering of wages to suit the wishes of the class that gets the wages, or of the class hich has to pay them; and the distinction between it and compulsory arbitration is that it is set in motion for the supposed benefit of a class and not for the advantage of the whole people, whose true nterest is always to enforce justice and fair play.

So far we have spoken of the purpose and intention of compulsory arbitration as these are understood by the people who practice it. It may most reasonably be asked what has experience to say as to its working? More than 6 years have now elapsed since it came into full operation in New Zealand—a long enough time to determine whether it provides a real cure for the evils it was meant to remedy, and to show whether in doing so it has brought in other evils which may prove as hurtful to the people as those it was intended to remedy.

It must be remembered that the compulsory arbitration law of New Zealand had scarcely a friend in that country outside the band of men in its Parliament who felt that something must be done to avert private wars in the country, and thought the new experiment worthy of a trial. The law was denounced by the employers as oppressive and tyrannical, absolutely certain to drive capital out of the country, and to discourage industry within it. It was also denounced by the leaders of the labor organizations as a cunning scheme to take from labor its best and, indeed, the only weapon by which it could hope to improve this position. For months nobody even qualified in the legal way, by registration as an organized body, with a view to taking advantage of its provisions, and its enemies were ready to laugh at its hopeless failure. Experience alone—at first on a very small scale indeed—on the part of those for whose benefit it was primarily intended brought the law into prominence, and gradually into universal operation throughout the country. A special feature of the law was that it offered itself to but did not force itself upon the people most nearly affected by its provisions; and the fact that year by year it has been appealed to more universally may be taken as the highest possible tribute to its usefulness.

At first—indeed for several years—it was appealed to only by the workers, but during the last 2 years it has been appealed to again and again by the employers also, until to-day it may fairly be said that association under the provisions of the law has become all but universal, so that each worker and each employer in the country may almost be regarded as a member of a trades union. A union, it is to be noted, not to support strikes, nor to render lockouts effective, but to see that every important question that arises in the industrial world is properly examined and impartially decided by a court of equity.

Since the compulsory arbitration law was enacted there has been no important strike or lockout in New Zealand; and since the benefits of the law began to be appreciated there has not even been anything of the kind attempted either by the workers or employers of the country. The threats of the cessation of industry and the withdrawal of capital from the country have been utterly contradicted by experience. Capital has never been so plentiful; industrial enterprise has never been so active as it has been during the last 5 years. The workers have known the rates of wages they could rely on getting, and the employers have known exactly what they would be called on to pay and have made their contracts accordingly, and both classes have thus been prosperous. The exports of the country have steadily increased year by year until last year they amounted to about $82 for every inhabitant, having increased more than $20 per head in a period of 5 years. In the same period the savings-bank deposits increased from $33 for each inhabitant to fully $42, and the number of depositors by more than one-fourth part. These facts would seem to show that the introduction of the new industrial law has neither discouraged production nor in any way interfered with the prosperity of the country or its people. They have ceased to enjoy the privilege of engaging in civil war, indeed, when they choose; they have ceased to indulge in the strikes and lockouts that upset the industry of the country, and brought suffering and poverty on those dependent on their exertions; but they feel that instead of these things they have got all the freedom which reasonable men ought anywhere to ask—the liberty to manage their own business as they choose, so long as they do not use that liberty to coerce or injure their neighbors.

Foolish hints have been thrown out that all this arises from the workmen of Australia and New Zealand being rather a poor-spirited and unintelligent lot of people who hardly know their own interests, and are slow to take their own part. It may be well that the reader should be reminded that it would be hard to make a more ignorant blunder than this. In New Zealand perhaps alone among self-governing nations, the minister for labor has been himself a skilled mechanic, and the representatives of labor in the Parliament absolutely hold the balance of political power in the country. Among the larger populations of the states of Australia organized labor has everywhere

[illegible] to the parliaments, nominated by [illegible]
the effect of the object lesson conveyed [illegible]
parliaments compulsory arbitration [illegible]
request of the party of labor, and there [illegible]
of the federal government of the newly [illegible]
has nowhere else obtained so great a political in[illegible]
used it so successfully; it may not be wholly un[illegible]
has not something to learn from its vigorous[illegible]

Paper by Hon. [illegible]

P[illegible]

**There are few wor[illegible]
progress and welfar[illegible]
for which the wor[illegible]
of thoughtful and[illegible]
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—WHAT IT MEANS FOR AMERICA.

[illegible] some idea of what the system known as compulsory a[illegible]
[illegible] the people among whom it was first established. I hav[illegible]
[illegible]nd the New Zealand standpoint on social questions which
[illegible] whole community before that of any single part, be it t[illegible]
[illegible]rds lawlessness as the most dangerous of crimes, and anythin[illegible]
[illegible]are as the worst of all possible attacks on the liberty of the p[illegible]
[illegible]at the law had in the course of a 6-years' trial vindicated its
[illegible] not only the classes of workmen and employers most directly a[illegible]
[illegible]earned to look on it as an almost unqualified success, while othe[illegible]
[illegible]ties for observing its operation, have become anxious to apply it to[illegible]
[illegible]y, I have shown that the period of its operation in New Zealand ha[illegible]
[illegible] greatest prosperity; that foreign capital has been attracted there
[illegible]ndustry has flourished, and production of nearly every kind increased
[illegible]ion to the inhabitants, is without a parallel elsewhere, and that the w[illegible]
[illegible]alone, but of the people at large, has also increased as rapidly as th[illegible]
[illegible] and the expansion of its trade.

[illegible]omething as to the possible lessons which these facts may have for the pe[illegible]
[illegible]most of the world, find themselves to-day face to face with great and a[illegible]
[illegible]n the domain of social and industrial development. In doing this I am aw[illegible]
[illegible] which necessarily exists in comparing conditions which differ in some re[illegible]
[illegible]of a country of less than 1,000,000 inhabitants with another which already co[illegible]
[illegible].00. Nor do I lose sight of the fact—which is perhaps even more importa[illegible]
[illegible]opulation—that in America social and economic developments have been adva[illegible]
[illegible]des during the last 40 or 50 years, and that they have now reached a stage in w[illegible]
[illegible]n almost stereotyped in the experience and even in the thought of the people.
[illegible]d it was otherwise. Such considerations, I am fully aware, render the task I ha[illegible]
[illegible]hcult one. It is not, I think, possible for any one man to deal with the problem
[illegible]onsider all its aspects, and it would be rash for any man to attempt to lay down a pr[illegible]
[illegible]n reform, even if he were capable of doing so, in the compass of so short an article a[illegible]
[illegible]essarily be. All that I can hope to do under the circumstances is to glance at the pri[illegible]
[illegible] existing conditions which appear to demand a remedy not wholly dissimilar to that a[illegible]
[illegible] Zealand, and to make one or two suggestions as to the possible application of the New Ze[illegible]
[illegible]y, at least in principle to American conditions.

[illegible]levelopment of industry in America during the last 35 years has been phenomenal. A gl[illegible]
[illegible] statistics of the world is enough to show that no other nation has even approached it in[illegible]
[illegible] while only a very few and those very young and kindred peoples, have rivaled or exce[illegible]
[illegible]portion to population. Until the last quarter of the century which has just closed, this dev[illegible]
[illegible] was mainly in the direction of agricultural production. This was caused by the fact tha[illegible]
[illegible] first place the immigration to the country was one which looked chiefly to the possession of[illegible]
[illegible]he classes of European workers whose experience and traditions attached them to agricu[illegible]
[illegible]cupations. During the last quarter of the century the proportions of the classes have cha[illegible]
[illegible]d within America itself the attractions of town life and the pursuits of the skilled mechani[illegible]
[illegible]sserted themselves in comparison with those of the farmer and agricultural laborer. This has[illegible]
[illegible]n enormous increase in the numbers of persons engaged in the pursuit of branches of industry w[illegible]
[illegible]may be called concentrative, to distinguish them from ordinary agriculture, which is, at least in[illegible]
[illegible]distributive in its tendencies. Towns have sprung up by hundreds; cities have multiplied[illegible]
[illegible]populations by hundreds of thousands; men and women, boys and girls, have flocked into[illegible]
[illegible]hives of mechanical industry, where the capital of the great employers is the essential moving s[illegible]
[illegible]of the existence of the community.

It is beside my present purpose to go into the causes that have led to the change, or even [illegible]s
the advantages or disadvantages to the national life and well-being that have resulted from [illegible]
the fact that is important, and of the fact there can be no doubt. From a great community [illegible]
most part dependent on the land for their support, and therefore for the most part widely distr[illegible]
and little dependent directly upon the initiative of the capitalist, the nation is year by year be[illegible]
ing more and more a nation of manufacturers, concentrated in dense masses, and wholly dep[illegible]
for its daily bread on its relations with capital. Anything which disturbs those relations is [illegible]
is certain to be in an increasing degree hereafter, fatal to the well-being, not only of the p[illegible]
the community most immediately affected, but of the whole nation. Anything which ser[illegible]
turbs industrial relations will not only take the bread out of the mouths of thousands of w[illegible]
will paralyze a hundred other industries, impoverish millions of people already poor and[illegible]
even capital of its value and money of its earning power. The difference, then, between [illegible]
munity and a country like New Zealand in these respects is that the dangers to be guarded ag[illegible]
and the interests to be conserved by some effectual system which shall prevent industria[illegible]
are, even in proportion to the numbers of the people, not less but manifold greater here th[illegible]
In New Zealand the mechanic or artisan dissatisfied with his position as an associated work[illegible]
the land without very seriously disturbing the prosperity or upsetting the commercial and[illegible]
relations of the rest of the people; here it would even now be impossible, and it will be[illegible]
more impossible year by year. In New Zealand land is plentiful; it is accessible and its v[illegible]
is rendered easy for every man; here it is practically to some of these things. There the ma[illegible]
the exports are agricultural and but a small proportion consists of manufactured goods
great part of the exports are already manufactured and while the export of natural pro[illegible]
[illegible]al is comparatively nearly reached its highest point, the increase of the manufa[illegible]
proportion to that of the crude materials for exportation.

It may be asserted that in spite of what can be said against it, the existing industria[illegible]
America has established itself on its success. It may be said—and feel it has been urged by a[illegible]
[illegible] the expansion of trade and the increase of manufactures supply an overwhelming [illegible]

n that may be directed against present methods. They fail to see that no answer at
in these things unless it can be shown that no greater progress could have been made
hods, and that the system adopted is one which not only increases the volume of
hes of a class, but improves the condition of all classes of the people. Can anyone
one, or is doing, this? That 75,000,000 of people must, if they work at all, produce a
than 50,000,000 goes without saying; and if we add the auxiliary forces brought into
st 30 years, the wonder is not that America produces so much more goods, in excess of
wn people require, but that the surplus has not been largely multiplied. The people of
nd supply their own wants for the most part, and last year they had a surplus to send away
re than $80 for every man, woman, and child in the country. The people of America largely
their own wants, and their statisticians and political economists point proudly to the record
ey had a surplus worth no less than $16 per head of the population. Nor is this by any means
the workers of New Zealand—whether in the open air, in factories and workshops, or in mines—
k shorter hours in each day, have more holidays, on the whole live far better, and save money
h more easily than the workers of America. Why, it may be asked, is this? New Zealand is not
cher country than America, its people are neither a cleverer nor a more industrious people than
average American—the secret is that its methods are different.

he main difference in methods lies in the fact that the well-being of the people as a whole is the
ect of all legislation in New Zealand, while the interests of classes—as a rule of a single class, that
he capitalists—is the object of legislation in America. Another, but a closely allied distinction in
methods is that in the one country law, and its impartial enforcement, is regarded as the founda-
n of all real liberty, and the great bulwark of the people's freedom; while in the other a profound
picion of law and disbelief in its impartial administration is common to nearly every class of the
amunity. Thus in America the right to strike, for the purpose of compelling justice, or what one
ty to a dispute supposes to be justice, is passionately claimed as the only safeguard to liberty for the
rker—just as in some states the right to publicly murder persons accused of particular crimes is
eld as the bulwark of public morality. It may be confidently asserted—and the assertion would
dily be disputed by any unprejudiced observer—that liberty vindicated by the methods of the
kout or the strike is as spurious an article and conduces as little to the well-being of any people in
long run as justice which takes the form of lawless lynch law.

here are one or two facts of the industrial position, and probably no more than that, which are
mitted on all hands to constitute a danger to American industry, and of these the most universally
mitted is the ever-recurring difficulty of adjusting the share which capital and enterprise on the
e hand, and labor and mechanical skill on the other, are entitled to out of the earnings of any
nufacturing, or, indeed, of any industry. The capitalist class asserts, or at least assumes, that
pital is entitled to all it can get out of any industrial enterprise after paying the very least wages
can induce or compel the workers to accept for their labor and skill. The class of the workers, as
ule, hold exactly the same view reversed. They would give capital, as its share, the smallest per-
ntage which they could compel capital to accept. As long as this view is held, it can be readily
en that war, either actual or impending, must be the normal attitude of the industrial world, for
e simple reason that force lies at the root of the matter. What the worker can be forced to accept
the one side, against what the employer can be forced to give on the other—it is war, a chronic
vil war, and of all the miserable conditions known to poor humanity this has long been acknowl-
iged to be the very worst. Success—that is to say, absolute success—for either party is probably
possible, at any rate for more than a very short time, for it would mean either slavery for the
orker or the destruction of the employer; and, therefore, under existing conditions, the civil war
ould be perennial and the misery perpetual.

There must be some better way than this. Two have been suggested as suited to the conditions of
merica by those who agree in thinking that the New Zealand system, or the principal which under-
es it, is wholly inapplicable to American circumstances and ideas. On the one hand, there are those
ho say that trade agreements may be relied upon to afford a sufficiently good working basis; on the
ther, there are those who pin their faith to voluntary arbitration as the coming method that will
ive relief from strikes and lockouts with all the losses to the country and the sufferings to large
lasses of the community which they entail. In both cases the weak point is the want of finality. If
ne workers and the employers in any trade are fair and reasonable men, it is quite conceivable they
ay enter on a just trade agreement and may keep it; if the employers generally are public spirited
nough, and the workers generally are moderate and reasonable enough, it is very conceivable they
ay in all cases of disputes that are not capable of friendly adjustment be ready to accept arbitration
nd loyally abide by the award. The real question is, How, if they will not? These, after all, are but
xpedients based upon a calculation of enlightened selfishness, which all experience tells us can
ever be relied upon. That all men are selfish is, indeed, true; but that all are enlightened, or even if
nlightened, that they are so at all times, is very much the reverse. It is, after all, but a conflict
etween mutual fear and overmastering selfishness, and experience has shown that in a majority of
ases selfishness is the prevailing sentiment. By all means let the experiment be tried; but it is well
here should be some reminder, such as the case of New Zealand affords, that when it fails there is
till something else to fall back upon.

When that point is reached it will dawn on the minds of the American people that they have been
eedlessly untrue to themselves. They will remember that as they have retained the power—if only
hey choose to insist upon it—of making their own laws, so they have also the power to see that they
re enforced. They will abandon the unworthy habit of talking and acting as if the laws necessary
or the safety of the people at large must be useless if opposed by a combination of a few very rich
nen on the one side, or of a large mob of poor but sufficiently lawless men on the other. They will
ee that neither in theory nor in practice is there any insuperable difficulty in the way of enacting or
nforcing laws, containing the principle of those of New Zealand, for securing fair play for both the
vorkers and the employers, and for that far larger part of the nation which does not directly belong
o either class. They will abandon the foolish habit of fancying that liberty means, either for 1 man
r 10,000 men, the right to do as they please to the injury of their neighbors, because they imagine
hat it is for their own advantage, and they will cease to think so poorly of their own people and
heir own institutions as to conclude that there are no men honest enough to judge fairly between
hem, and no means effective enough to put down bribery and corruption among them.

It is a fallacy, indeed, and a very weak one after all, which declares the large majority of any
ation powerless to enforce such a law as that of New Zealand. The elements are simple, and a very
ittle ingenuity, indeed, will find a way to embody them in a law that can be enforced on capitalists
nd workers alike. It might, and it probably would, be necessary to make the question one of Fed-
ral and not of State control, as has already been done in the new Commonwealth of Australia; and
here can be little doubt that such a change would be in all respects an improvement. This once
lone, however, and the majority of the people once convinced that all other methods of settling
industrial disputes were ineffectual in extreme cases, the remedy would not be a difficult one even

here. It has been said "you can not coerce a hundred thousand workers by imprisonment," and i may be true; but there is no need in any case to do so. Capital is always under control and can always be reached, and necessity is even more effectual to compel the obedience of multitudes tha imprisonment or fines. If American capitalists refused to carry on their works pending the decisio of the court, they would be as easily punished here as in New Zealand; and if the workers insiste on striking in spite of the order of the court, it might be enacted that the punishment should be n imprisonment but exclusion from appearing in their own case in court and thus securing a favorab hearing. As a matter of fact, it would not be needed. In the present stage of industrial developmen such a law is, and must be, the true friend of the worker. It would probably be necessary to lay i down as a basis for the action of the court under conditions like those of America that in all wag disputes the principle of a reasonable living wage must be recognized by the court as the inalienable right of the worker. If any industry could pay such a wage it requires no argument to prove that i is an industry which should not be carried on in the country, and its suppression could injure nobody It is needless, however, to go further at present. Once take from the strike and the lockout the character as weapons by which compliance with demands on either side can be enforced, while the public and the law stand helplessly looking on, and nobody would care to indulge in one or the other A few months, or a few years at the very most, would see the men of America, as it has seen those o New Zealand, ready to give the thing a trial. When that step had once been taken, all the others would follow.

I freely admit, however, that the time has not yet come. As yet American capitalists feel—and probably correctly—that they can, on the whole, make more money on the present system with no law to control and no court to enforce fair play. Labor leaders and labor organizations still believe that, if let alone, they can force capital step by step in the direction they hope to make it go, till it becomes their servant rather than their master. Both parties are afraid that any court of equity would prove a check on their freedom of action to an extent which they can not foresee and hardly care to risk. The people at large, the thousands of helpless ones directly dependent on the workers, and the millions who are only indirectly, though very really affected, as yet stand helplessly aside, imagining that nothing can be done. Time and experience alone can work the cure for this; but they may be trusted to do so. When the evils have increased, as with a rapidly increasing population they will and must, when the remedies at present relied on have ended in disappointment, then, but it may be feared not till then, America will be willing to profit by the experience of other people, even though they constitute but a small community.

ORGANIZATION OF THE EMPLOYER CLASS AS A PREREQUISITE OF CONCILIATION AND ARBITRATION.

Extracts from paper read at the conference on industrial arbitration, held under the auspices of the National Civic Federation, 1900, by HERMAN JUSTI, commissioner Illinois Coal Operators' Association.

To me it seems that all efforts to permanently prevent strikes are almost certain to fail, unless labor and capital are both thoroughly organized, the strength of the respective organizations being so nearly equal that neither side can presume upon the weakness or unpreparedness of the other. The peace of nations, as we well know, is preserved by the fear which each nation has of "waking a sleeping lion," and a prudent dread of the consequences. The great powers of the world have approximately accurate information of each others' resources, strength, and preparedness, and hence wars in our day usually occur only between a giant on the one hand and an infant or decrepit nation on the other, differences between equally strong nations being left for settlement to diplomacy. The same is in a certain sense true of conflicts in the industrial world. Labor, while not perfectly organized and not so rich in resources as capital, and therefore unequal to a protracted industrial war, is so much better organized than capital that in short decisive conflicts, in continuous skirmishings, it usually comes out the victor. This statement, I well know, has been discredited in some quarters by labor leaders, but it can be proven. In fact, it is no exaggeration of the truth to say that the difference in favor of the organization of labor, as compared with the organization of capital for the purposes I have indicated, is as great as the difference in the discipline and power of the Regular Army and of a hastily improvised home guard.

Combinations, trusts, and corporations are spoken of as "organized" capital. This is misleading. All these are consolidated or aggregated capital, consolidated or combined to reduce the expense of doing business, to otherwise cheapen production, or to control or regulate the markets of the world; but they are not organized in the same sense or for the same purpose for which labor is organized. Our great need is 2 well-organized forces, both established for the same purpose, viz, to determine and regulate the wages and the conditions of labor. How is this to be done? Certainly capital needs to take lessons from labor in the art and virtue of self-denial and sacrifice. Labor organizations are sustained by the sacrifices willingly made by their members. No great victory over self, or over an enemy, or over great difficulties, is made without self-denial and sacrifice, and while all laborers are not inspired by high motives in doing this, the example is very striking just the same. By way of illustration, let me cite an example of what laboring men are willing to do for a cause they have at heart, be the motive one of revenge, as some persons assert, or of mutual helpfulness, as others claim:

The 30,000 or 40,000 coal miners in Illinois contribute to the cause of their union about $300,000 annually, while the capital engaged in coal mining contributes, let us say, less than 5 per cent of this sum for the support of its organization, and what labor actually contributes in the form of time is by no means equal to what it sacrifices by strikes. Still, employers of labor are heard to complain that strikes and lockouts have continued to occur periodically despite all that they have expended to prevent them. Witness the odds even where conditions have been greatly improved. Failure is easily explained. But this is not because wise efforts have not been put forth to prevent them, but rather because we have never persisted or persevered in them long enough, the sinews of war giving out long before any experiment has had a fair trial. We have expected immediate results on a trifling outlay of such commanding importance, and these results failing to materialize, their promoters abandoned their efforts, not because they had lost heart, but because capital discontinued the substantial support necessary to carry on the work. Individuals here and there have been most generous with their time, their money, and their experience, but there are too many in the ranks of the employers who are content to allow their neighbors to do all these things, while they boastfully proclaim their ability to obtain the same results without giving either money or time. It is natural

onclude that men with such small ideas, who will resort to such expedients or subterfuges to gain heir object, refusing to bear their share of the burdens, will not hesitate to take advantage of labor, o betray a colleague, or to rob a client. To correct this evil and to bring such employers as these to erms and of making them honest, even if it be true that they will be honest only because it is the est policy, is one of the many reforms which well-organized capital may accomplish.

Disputes, differences, and strikes will, therefore, continue to occur until organized capital can meet pon common ground and treat upon equal terms with organized labor. If it will do this it will anish awful dreams, it will live in peace with labor, it will help labor greatly and itself enormously. fter all, it is this lack of public spirit that is indirectly responsible for many of our labor troubles. ich and well to do men usually advise young men to lay by something for a rainy day, and yet they hemselves ignore the maxim, "in times of peace prepare for war." Too many of them reluctantly upport intelligent and thoroughly organized effort at the right time, and yet when a crisis is upon hem they are ready to squander in an immature plan of resistance 10 or a 100 times what a wise and umane plan of conciliation or arbitration would cost.

I take the broad ground, therefore, that strikes will continue until capital organizes, until it establishes collectively a department of labor, just as individually or in corporate capacity it provides for ts executive and construction departments, its financial and its sales departments. If strikes are to ecome obsolete in America every departmnet of industry must be organized. Since labor is the one lement with which it must deal intelligently and fairly, since it is the one element able to help it to mprove the conditions of trade, it is that one element without whose cooperation it is sadly crippled. With labor it can not deal successfully unless it is strong where labor is strong, meeting it in the open ield on an equal footing and represented by men intelligent, honest, and thoroughly versed in trade onditions and in every phase of the labor problem. * * * It is alike true of capital and labor—of onsolidated capital and of organized labor—that they need protection against their own rashness or olly. Intoxicated by success, they are apt to presume upon their strength. We too often see examples where employers of labor, puffed up by what they call their success, blind to the rights of labor, fancying the laborer is entitled to no rights unless in their bounty and condescension they choose to dispense them. On the other hand, we find the laborer, unused to the exercise of power, usurping the rightful prerogative of employers and undertaking to run their business for them. The corrective for these unfortunate conditions is equal power on both sides and the exercise of equal fairness and intelligence on the part of their representatives, for it can not be successfully disputed that employer and employes are equally selfish, and that the former will generally pay labor the very least that the laborer will accept, and on the other hand, that the laborer will exact every penny that the employer can be induced to pay. * * *

The fact is that in this busy land of ours the average business man has too many other things to look after in connection with his business to admit of his giving that attention to the labor problem which the subject deserves, and since it is the most important department of every industry, no expense should be spared to secure the right men capable of making it equal to any other in efficiency.

This is an age of specialization, in industrial as well as in all scientific pursuits, and realizing as we must that the daily press is a record of disturbances in the industrial world on account of labor differences, it would seem that specialists are nowhere so much needed as in that field which the members of this conference are now endeavoring to explore. * * *

REPORT

ON

RAILWAY LABOR IN THE UNITED STATES.

PREPARED UNDER THE DIRECTION OF THE INDUSTRIAL COMMISSION

BY

SAMUEL McCUNE LINDSAY, Ph. D.

LETTER OF TRANSMITTAL.

ıe Industrial Commission:

ıave the honor to transmit herewith a report on the subject of railway labor ıe United States, prepared in accordance with your resolution adopted Sepber 23, 1899, authorizing the same, and in compliance with your subsequent ılution of December 15, 1899, directing me to report to the secretary of the ɑmission.

ı the introduction to the report I have indicated its scope, general plan, and ·pose, and also have given a brief summary of its results. I desire, however, :ecord my personal appreciation of the cordial cooperation in the preparation this report accorded me by railway officials in different parts of the country, ıo, through correspondence and personal interviews, have been most courteous d willing to give information. They are too numerous to mention by name, .t I feel particularly indebted to President William H. Baldwin, jr., of the Long land Railroad, Mr. Theodore N. Ely, chief of motive power of the Pennsylvania ailroad, and to Mr. M. Riebenack, assistant comptroller of the Pennsylvania ailroad, through whose kindness I have been permitted to submit as Exhibit 8) this report an exhaustive digest of the pension systems of foreign railway orporations, prepared and submitted by him originally to the directors of the 'ennsylvania Railroad, but not heretofore published. I must also acknowledge vith considerable pleasure the no less willing and efficient cooperation accorded ne by the chiefs of many of the brotherhoods. I desire to acknowledge the able ɑssistance rendered me in the preparation of sections 15 and 16 by Dr. C. W. A. Veditz and Samuel M. Israeli, esq., respectively. I am also especially indebted to my friend and colleague, Prof. Emory R. Johnson, of the University of Pennsylvania and a member of the Isthmian Canal Commission, for his constant encouragement and for the many helpful suggestions and invaluable criticisms emanating from his thorough and special knowledge of the questions here treated.

SAMUEL MCCUNE LINDSAY.

JANUARY 10, 1901.

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.ILWAY LABOR IN THE UNITED STATES.

INTRODUCTION.

§ 1. SCOPE AND PURPOSE OF THE REPORT.

ıe scope of the report is to present the condition of railway labor in its lead- features and to discuss the chief topics of interest concerning the condition of way employment in the United States. The plan originally adopted, in accord- e with the scope as just stated, proved too comprehensive for thorough treat- ıt within the limits of time and space allotted to this report, and necessitated t the emphasis be laid on a few general problems. One of the chief aims of report is to present in a connected way some account of many topics relating railway employment that have been touched upon in the testimony on trans- tation topics already considered by the Industrial Commission. At the same ıe it is not desirable to duplicate to any appreciable extent the material already ılected and so ably summarized in the digest to the transportation volume of e Industrial Commission's reports.[1]

Therefore the first duty of your expert agent was to collect, directly for him- lf, data relating to the chief topics to be treated. There are in the United ;ates 189,294 miles of railroad, owned by upward of 2,000 corporations. Many ! these companies are consolidated or their roads leased to other companies, 'hich operate them. Many of these corporations of course own only a few miles f line. It was therefore possible to select 62 railroads which actually operated 46,005 miles of line, or over 77 per cent of the total mileage of the country. To hese roads the following set of questions was sent asking for replies and statis- ics covering leased lines or total number of miles operated, and also asking for printed copies of reports of the corporations relating to any of the topics specified:

QUESTION SHEET FOR INFORMATION ON RAILROAD LABOR.

1. Name of road.
2. Miles operated.
3. Total number of employees.
4. Requirements for admission to various grades of service.
5. Rules for discharging and promoting employees.
6. Is technical education furnished by the railroad to its employees? If so, to what extent and for what grades of service?
7. Do you have a blacklist for employees discharged for serious offenses?
8. What is the average length of the working-day for the various grades of service, the average daily wages, and the annual income of the same?
9. Are the men paid for extra time? If so, how much?
10. What percentage of the employees in the various grades of service are required to work on Sunday?

[1] Vol. IV, Transportation, Industrial Commission Reports, Washington, 1900.

11. What forms of company relief and insurance or beneficial associations are supported in part or in whole by the company?

12. Do you make any objection to employees being members of railway brotherhoods or orders or other labor organizations?

13. What percentage of the men in various grades of service belong to such organizations?

14. What methods do you pursue in the settlement of strikes and disputes among your employees? Have you had recourse to either State or national arbitration boards; and if so, with what result?

Replies to this question sheet were received from all of the larger railroad companies to which it was sent, and from a total of 40 companies operating 112,353 miles of road, or 59.3 per cent of the total mileage of the United States, and employing 633,023 men, or 68.1 per cent of the total number of railway employees in the United States. The information thus obtained was supplemented through correspondence and personal interviews with the leading railroad officials and the leading representatives of railway labor in different parts of the country. The literature of the subject is too extensive, covering so wide a range of topics, for any one to say that he has exhaustively examined it; frequent references will be found throughout the footnotes in the following pages to the more important publications relating to the several topics discussed. The reports and publications of the Interstate Commerce Commission and of the United States Department of Labor are, of course, the chief sources of information and the most generally available ones. The experience and practice of foreign railroads and some comparisons of the conditions of employment are considered. Throughout the following pages your agent has attempted so far as possible to supplement the material brought out in the testimony before the Industrial Commission and for this reason has treated some topics more comprehensively and others less so than would probably have been the case had this report been prepared without any reference to the work the Industrial Commission has already done. The same thing is also true to a lesser degree of the relation of this report to other governmental publications, such as those of the Department of Labor and the Interstate Commerce Commission. References are frequently given to such reports and their contents briefly noted where an entirely independent discussion of the topic in hand would have required a more extensive use of these materials. Perhaps their ready accessibility to the general public is a further justification of this method.

It is hardly necessary to state that the chief aim or purpose of the report has been to gather and present information rather than to argue a case. Many of the topics treated are extremely controversial, and great care has been exercised merely to present the facts and to avoid the expression of opinion. There are a few judgments expressed concerning the advisability of legislation on the subject of railway labor, but for the most part, even where the material selected clearly suggests legislative remedies, the inferences to be drawn have been left to the judgment of the Industrial Commission in framing its final report.

§ 2. SUMMARY OF RESULTS.

The report is divided into four parts, the first of which treats of the general conditions of railway employment under which is discussed the number of railway employees, their geographical distribution, the intensity of railway employment as measured in the number of employees per mile, a few comparisons of the number of employees per mile of line in the United States with that of the leading countries of Europe, and finally the relations which railway employment bears to other occupations. It will be noted that railway employees in the United States constitute an army of nearly 1,000,000 people and this means that probably nearly

,000,000 people are dependent upon the wages paid by railroads for their support. The intensity of employment, however, is nowhere so great in the United States as in England and Belgium. With the growth of population, therefore, even without greatly increased mileage, it is altogether probable that for years to come the railroads will absorb an increasing number of wage-earners. In the second place, the daily wages and annual income of railway employees are tabulated for a series of years and for different sections of the country and also for the various grades in the service. In the third place, the hours of labor for men in the leading departments of railway service and the conditions and rules under which men work, the amount of Sunday labor, and the rates of pay, or the absence of pay, for overtime are discussed on the basis of information collected from many sources. It will be noted here that while there is no standard wage and no standard labor day that holds for all sections of the country, nevertheless in general the wages in the best-organized grades of the service compare very favorably with those paid for similar skill and labor in other departments of industry, and that the 10-hour working day is about the average, as it is in industrial enterprises at the present time. The conditions with respect to Sunday labor and with respect to pay for overtime are probably relatively less advantageous for railway workmen than for the rank and file of employees in other occupations.

Part II is devoted to the general topic: The requirements of railway service. Under this heading the qualifications for admission to the service, the age, the degree of skill, and previous education required for the various departments of work, the departments to which new men are usually admitted, and the order in which they usually pass from one grade to another, and, finally, the departments to which new men are rarely admitted are discussed and described. Similarly the conditions relating to the same questions on foreign railways are briefly summarized. In the next place both the general and technical education of railway employees, both as regards that which is expected of them before they enter the service, as well as that to which they have access, or are required to take after entering the service, is discussed at considerable length for the United States and reviewed briefly for the leading European countries. Thirdly, difficult problems of railway discipline and the rules in actual practice on American railroads for the discharge and promotion of railway employees are presented. It will be noted that the majority of the roads are developing a system of discipline by which they avoid suspensions and encourage loyal personal service, and thus promote better relations between employer and employed. Lastly, the law with respect to blacklisting, the feelings of distress and despair on this subject to be found among all railroad employees, the claims and practices of the railroads themselves, and the decisions of the courts on this subject are considered, and in this connection also the legal rights (under both the common law and the statute law) of men to strike and to quit work are discussed.

Part III treats of the organizations of railway employees. Under this heading for the first time there is brought together a historical sketch of nearly all the railroad brotherhoods and the railroad orders. Their methods of organization, their plan of work, their beneficial departments, their protective features, their financial management, and their educational value are the topics around which this discussion is grouped. Each brotherhood is treated separately, but the same general method of presentation is followed, so that the reader can easily trace out any single topic through the several brotherhoods. In the next place the fraternal and beneficial associations are briefly referred to, and then the educational and religious associations in connection with which the work of the railroad branch of the Young Men's Christian Association is described. The various attempts at federation of the railroad brotherhoods and in general the relation which these organizations have sustained in the past to other labor organizations

and the attitude of railway corporations toward labor organizations and toward the question of arbitration of labor disputes are important questions which are briefly treated in this part of the report.

Part IV is devoted to a discussion of the relations of railway corporations and their employees. The general tendency manifest on the part of the roads to excise greater care in the maintenance of their labor force and in its improvement is clearly seen in the growth of the railway relief and insurance departments, and very recently in the establishment of superannuation and pension funds. The plan and working of these features of railway management is presented in detail and the statistical results discussed. For the most part only the experience of American railroads is taken into account, but on the subject of railroad pensions, the able report of Mr. Riebenack, presented in Exhibit 3, gives a survey of the practice of foreign roads as well as presenting an authoritative account of the pension fund plan adopted by the Pennsylvania Railroad and the results of its first year of operation. This plan is already being studied and imitated by other large corporations. A brief summary is presented of the leading points relating to employer's liability, a vexed question over which so much railway litigation takes place and on which the rank and file of railway employees are almost a unit in demanding greater legal protection than they have at present. It is a subject to be considered not merely in its relation to railway employees, as has been done in this report, but also in its larger aspects in its bearing on the legal relations of employer and employed in all departments of industry. The legislation of England and that of almost all European countries places them far in advance of the United States in dealing with these questions. A careful examination of the numerous cases which have come up in the last 5 years affecting only one class of employees, namely those in the railway service, seems to be convincing evidence that some limitation of the fellow-servant principle or doctrine of common employment should be embodied in legislation. Lastly the subject to which considerable attention has already been paid by Congress and on which there has been some legislation, namely, that of safety appliances, is briefly reviewed. It will be seen that the corporations have gladly cooperated in the execution of this legislation as soon as they collectively faced the problem and began to realize the economic advantages of uniformity of requirements on this subject. The results of the safety-appliance legislation may well encourage us to go further in social legislation affecting railway employees even where, at the outset, railway corporations individually find it difficult to adjust themselves to it. In the long run they will find that uniformity of control may work out to their economic advantage as well as to that of their employees.

The exhibits of the report explain themselves, and have so direct a relation to matters discussed in the text that no additional word of explanation and no summary of their content is necessary.

ART I.—GENERAL CONDITIONS OF RAILWAY EMPLOYMENT.

3. NUMBER OF RAILWAY EMPLOYEES IN THE UNITED STATES, BY CLASSES.

From the statistics published by the Interstate Commerce Commission it is timated that the number of persons employed by the railways of the United ates for the year 1900 was 1,017,653, or an average of 529 employees per 100 miles line. This was an increase of 88,729, or 34 per 100 miles of line, as compared ith the year ending June 30, 1899. The following table gives a classification of ese employees and the totals by classes for each year of the period of 11 years ding June 30, 1900:

Classification of railway employees.

Class.	1900.	1899.	1898.	1897.	1896.	1895.
eneral officers	4,916	4,832	4,956	4,890	5,372	5,407
ther officers	4,669	4,294	3,925	3,830	2,718	2,584
eneral office clerks	82,265	29,371	26,845	26,837	26,328	26,583
tation agents	31,610	30,787	30,699	30,049	29,723	29,014
ther station men	89,851	83,910	78,603	74,569	75,919	73,569
nginemen	42,837	39,970	37,939	35,667	35,851	34,718
iremen	44,130	41,152	38,925	36,735	36,762	35,516
onductors	29,957	28,232	26,876	25,322	25,457	24,776
ther trainmen	74,274	69,497	66,968	63,673	64,806	62,721
lachinists	32,831	30,377	28,832	28,229	29,272	27,740
arpenters	46,666	42,501	40,374	37,740	38,846	35,564
ther shopmen	114,773	103,937	99,717	91,415	95,613	88,661
ection foremen	33,065	31,690	30,771	30,414	30,372	29,809
ther trackmen	226,779	201,708	184,494	171,752	169,664	155,146
witchmen, flagmen, and watchmen	50,789	48,686	47,124	43,768	44,266	43,158
elegraph operators and dispatchers	25,218	23,944	22,488	21,452	21,682	20,984
Employees—account floating equipment	7,597	6,775	6,349	6,409	5,502	5,779
All other employees and laborers	125,386	107,261	98,673	90,725	88,467	83,355
Total	1,017,653	928,924	874,558	823,476	826,620	785,034

Class.	1894.	1893.	1892.	1891.	1890.
General officers	5,257	6,610	6,104	5,271	5,160
Other officers	1,778				
General office clerks	24,779	27,584	25,469	23,879	22,239
Station agents	28,199	28,019	26,829	26,192	25,665
Other station men	71,150	75,181	69,511	67,812	66,431
Enginemen	35,466	38,781	36,739	34,801	33,354
Firemen	36,327	40,359	37,747	36,277	34,634
Conductors	24,823	27,537	26,042	24,523	23,513
Other trainmen	63,417	72,959	68,732	64,587	61,734
Machinists	29,245	30,869	28,783	27,388	27,601
Carpenters	36,328	41,878	40,080	37,718	37,936
Other shopmen	84,359	93,709	87,615	83,865	80,733
Section foremen	29,660	29,699	28,753	27,890	27,129
Other trackmen	150,711	180,154	171,810	163,913	157,036
Switchmen, flagmen, and watchmen	43,219	46,048	42,892	40,457	37,669
Telegraph operators and dispatchers	22,145	22,619	20,970	20,308	18,968
Employees—account floating equipment	7,469	6,146	5,332	5,911	6,199
All other employees and laborers	85,276	105,450	98,007	93,543	83,300
Total	779,608	873,602	821,415	784,285	749,301

On the basis of special returns made to the secretary of the Interstate Commerce Commission it is stated that the number of switchmen, flagmen, and watchmen, included in the aggregate given above under that head for the year 1899, could fairly be assigned in the proportion of 6, 3, and 2, respectively.

The geographical distribution of railroad employees and the relative intensity of railroad operation, as indicated by the number of employees per 100 miles of line, is indicated by the statistics for the 10 territorial groups of States and Territories adopted by the Interstate Commerce Commission in all its statistical reports,[1] as follows:

Classification of employees, by groups, and per 100 miles of line, on June 30, 1900.

Class.	United States.		Group I.		Group II.		Group III.		Group IV.		Group V	
	Number.	Per 100 miles of line.	Number.	Per 100 miles of line.	Number.	Per 100 miles of line.	Number.	Per 100 miles of line.	Number.	Per 100 miles of line.	Number.	Per 100 miles of line.
General officers	4,916	3	288	4	1,027	5	654	3	338	3	444	
Other officers	4,669	2	296	4	739	3	642	3	712	6	902	
General office clerks	32,265	17	2,105	27	7,294	34	4,824	20	1,713	15	2,597	
Station agents	31,610	16	2,285	29	6,573	30	4,754	20	1,905	17	3,499	
Other station men	89,851	47	11,843	152	22,955	106	14,472	60	4,056	36	7,202	
Enginemen	42,837	22	2,872	37	10,473	48	7,280	30	1,927	17	3,319	
Firemen	44,130	23	2,840	36	10,975	50	7,509	32	2,030	18	3,292	
Conductors	29,957	16	2,180	28	7,754	36	4,968	21	1,327	12	2,157	
Other trainmen	74,274	39	6,064	77	23,649	109	11,590	48	3,343	29	5,179	
Machinists	32,831	17	1,604	20	11,641	54	4,358	18	1,098	10	2,467	
Carpenters	46,666	24	2,794	36	11,770	54	6,409	27	2,580	23	5,194	
Other shopmen	114,773	60	4,134	53	27,813	128	18,581	77	5,910	52	10,991	
Section foremen	33,085	17	1,955	25	4,945	23	4,787	20	1,551	14	3,166	
Other trackmen	226,799	118	11,392	146	43,232	199	28,297	118	10,111	89	22,056	
Switchmen, flagmen, and watchmen	50,789	26	3,962	51	14,916	69	9,598	40	1,665	14	3,604	
Telegraph operators and dispatchers	25,218	13	1,161	15	6,615	30	4,613	19	1,506	13	1,839	
Employees—account floating equipment	7,597	4	420	5	3,890	18	617	3	228	2	876	
All other employees and laborers	125,386	65	6,443	82	31,339	144	22,366	93	4,072	36	8,834	
Total—1900	1,017,653	529	64,638	827	247,600	1,140	156,344	652	46,072	406	87,929	
Total—1899	928,924	495	64,378	832	232,338	1,100	139,870	581	40,815	365	79,386	
Total—1898	874,558	474	63,161	830	222,025	1,060	133,127	557	41,524	375	73,968	
Total—1897	823,476	449	62,172	821	215,063	1,026	123,772	530	40,758	370	72,612	
Total—1896	826,620	454	64,188	832	214,732	1,048	128,158	552	39,864	364	67,540	
Total—1895	785,034	441	60,593	792	212,684	1,044	221,939	532	36,897	346	65,091	
Total—1894	779,608	444	58,272	791	208,910	1,047	117,233	518	39,107	360	58,182	
Total—1893	873,602	515	65,521	883	224,360	1,164	137,913	634	42,805	405	66,419	
Total—1892	821,415	506	60,909	825	217,436	1,163	136,030	620	41,497	408	63,554	
Total—1891	784,285	486	54,144	809	210,286	1,141	125,679	600	39,149	397	58,116	
Total—1890	749,301	479	53,137	716	201,126	1,167	120,365	576	32,830	379	61,224	
Increase, 1900 over 1899	88,729	34	260	[2]5	15,262	40	16,474	71	5,257	41	8,543	
Percentage of increase	9.57	6.86	.40	[2].60	6.57	3.64	11.78	12.22	12.88	11.23	10.76	

Class.	Group VI.		Group VII.		Group VIII.		Group IX.		Group X.	
	Number.	Per 100 miles of line.	Number.	Per 100 miles of line.	Number.	Per 100 miles of line.	Number.	Per 100 miles of line.	Number.	Per 100 miles of line.
General officers	867	2	166	2	478	2	316	3	338	2
Other officers	570	1	93	1	340	1	257	2	118	1
General office clerks	6,242	14	1,108	10	2,831	12	1,596	13	1,655	11
Station agents	6,538	15	888	8	2,724	11	1,161	10	1,283	9
Other station men	16,631	37	1,534	14	5,430	23	2,713	23	2,935	20
Enginemen	8,617	19	1,350	12	3,361	14	1,714	14	1,924	13
Firemen	8,755	20	1,397	13	3,562	15	1,820	15	1,910	13
Conductors	5,742	13	918	8	2,529	11	1,121	9	1,261	8
Other trainmen	12,164	27	1,914	17	5,562	23	2,378	20	2,427	16
Machinists	6,024	14	685	6	2,164	9	1,238	10	1,552	10
Carpenters	9,249	21	1,227	11	2,771	12	2,457	21	2,215	15

[1] For the boundaries of each of these areas, see map in Statistical Reports of Interstate Commerce Commission; also reproduced in Exhibit I of this report.

[2] Decrease.

Classification of employees, by groups, and per 100 miles of line, on June 30, 1900—Continued.

Class.	Group VI.		Group VII.		Group VIII.		Group IX.		Group X.	
	Number.	Per 100 miles of line.	Number.	Per 100 miles of line.	Number.	Per 100 miles of line.	Number.	Per 100 miles of line.	Number.	Per 100 miles of line.
Other shopmen	21,851	49	4,038	37	9,879	42	4,274	36	7,402	50
Section foremen	7,540	17	1,681	15	3,755	16	1,696	14	2,009	13
Other trackmen	59,707	114	10,991	99	21,065	88	13,886	117	15,060	101
Switchmen, flagmen,. and watchmen	10,083	23	1,013	9	3,343	14	1,419	12	1,186	8
Telegraph operators and dispatchers	4,924	11	932	8	1,818	8	885	8	925	6
Employees—account floating equipment	56	(1)	46	1	83	(1)	259	2	1,122	8
All other employees and laborers	26,300	59	3,554	32	8,564	36	5,425	46	8,489	57
Total—1900	202,860	456	33,535	303	80,249	337	44,615	375	53,811	361
Total—1899	186,719	435	29,825	271	72,012	309	41,502	365	42,579	291
Total—1898	168,751	398	24,858	237	70,785	308	35,951	334	40,408	287
Total—1897	153,114	363	23,513	224	64,192	282	33,645	313	34,635	250
Total—1896	156,807	375	24,617	234	62,687	279	33,927	313	34,100	248
Total—1895	138,946	335	22,725	218	60,826	279	33,063	313	32,270	250
Total—1894	144,168	351	23,878	231	63,525	289	31,258	299	35,075	277
Total—1893	170,336	426	26,567	255	71,287	336	35,727	350	32,667	273
Total—1892	155,326	401	24,377	253	70,858	337	28,585	313	32,848	282
Total—1891	138,960	366	29,581	315	68,955	340	31,606	333	27,809	242
Total—1890	137,134	359	28,962	328	64,881	307	24,244	303	25,398	250
Increase, 1900 over 1899	16,141	21	4,210	32	8,237	28	3,113	10	11,232	70
Percentage of increase	8.64	4.83	14.36	11.81	11.44	9.06	7.50	2.74	26.38	24.05

[1] Less than 1.

It should also be noted that for all classes the number of employees is determined from the pay rolls for June 30 of each year, and that the railroads are not supposed to include laborers engaged in the construction of new lines. Also, in making comparisons with European statistics, it should be remembered that these figures give the number of employees upon a specified day of the year, while the figures for most foreign countries give the average number of men employed during the year. Bearing this limitation in mind, it is interesting to note that the railways of the United Kingdom (Great Britain and Ireland) employed in 1895, 465,112 men, or about 5 times as many per mile of line as the American railways at the same time. Dr. Walter E. Weyl, in his report on the Condition of Railway Labor in Europe[1] (from which these figures for the United Kingdom are taken), assigns two causes for this difference.

"In the first place, the British railways do a great deal of work that in America is delegated to subsidiary corporations, and many men are employed in the express business, or in collecting and delivering goods, or even in the manufacture of railway materials, a portion of whom would not be considered in America as railway employees. The chief cause of the difference, however, is to be found in the character of the British roadbed, rolling stock, and general equipment, and in the intensity of British railway traffic. In the United States we find similar differences corresponding to the variations in the intensity of traffic. Thus, while there are 454 men (1896) employed per 100 miles of line for the whole of the United States, the proportion amounts to 1,048 per 100 miles in the Middle States, 832 in the New England States, and sinks as low as 248 in the Pacific States. The employment for the whole of the United Kingdom, however, is considerably denser than for any group in the United States, and in fact for any country in the world, in 1895 there being 2,197 men employed per 100 miles of British railways."

From the same report the figures for France for the year 1896 show 251,971 persons employed on French railways (excluding those of Algiers and Tunis), about 11 per mile, as compared with 22 per mile in 1895 in the United Kingdom, and 4½ per mile in 1896 in the United States. About one-tenth of the employees on

[1] Published in Bulletin of Department of Labor, No. 20, January, 1899, Washington, D. C.

French railways were women, and over one-third workmen employed by the day. The statistics for Belgian railways for 1896 show that 48,415 persons were employed on state railways, or 23.3 men per mile of line—a greater density than for any other country in the world. In Prussia the statistics for the state railways for the year 1896–97 show 109,204 employees, or 6.4 per mile; but this includes only a portion of the labor force, there being, besides this number, 188,262 persons classed as workmen who were employed in operation and maintenance and in the workshops. The term "workman" includes railway servants whose work consists of manual labor requiring no previous training except that of a skilled trade, persons engaged as helpers to minor officials, and persons temporarily employed for special work, and all female employees. They are paid by the day or piece, and are subject to dismissal without notice.[1] Statistics of railway employees in Saxony and Switzerland, where conditions of comparison are still more difficult, may be found in Dr. Weyl's report.

While the density of railway employment, as measured in the number of employees per mile of line, varies considerably in the United States—ranging from 11.4 in the Middle States for the year 1900 to 3 in the Northwestern States—the magnitude of the railway industry as a source of employment for the American people may be measured by the percentage which the total number of railway employees bears to the total population. In 1890 the population of the United States, according to the Eleventh Census, was 62,622,250, and the number of railway employees on the 30th of June, 1890—the day on which the census was taken—was 749,301, which is 1.2 per cent, or 12 per 1,000 inhabitants, which tallies with the number of railway employees per 1,000 inhabitants in the United Kingdom in 1895, and is about double that in France in 1896. The Twelfth Census gives the total population of the United States on June 30, 1900, as 74,610,523. The ratio therefore, of railway employees to the total population, taking the total number on June 30, 1899, as 928,924, gives us exactly the same relative proportion as the figures for 1890 gave, namely, 1.2 per cent, or 12 per 1,000 inhabitants.

A fairer estimate, however, of the importance of the railway industry, so far as the employment of labor is concerned, is to be found in the ratio which the total number of railway employees bears to the total number of persons engaged in gainful occupations. The census of 1890 records the total number of persons 10 years of age and over engaged in gainful occupations as 22,735,661; the number of railway employees in the year 1890 being 749,301, gives 3.3 per cent, or 33 per 1,000 persons, engaged in gainful occupations. Probably, next to the single occupation of agriculture, more people in the United States were engaged in some branch of railway employment than in that of any other well-defined pursuit.

The Interstate Commerce Commission calls attention in its Thirteenth Annual Report on the Statistics of Railways to the fact that, while the number of men employed on the railways of the country per 100 miles of line was greater for the year ending June 30, 1900, than it was in 1893, the last year of the previous period of prosperity, this is true for the first time since 1893; and the increase in passenger and freight traffic shows that notwithstanding this marked increase, employment has increased at a less rapid rate than the increase in traffic. The ton mileage accomplished per engineman in 1893 was 2,413,246 miles, while that for 1900 was 3,305,534 miles, thus indicating that the necessary economies of hard times have resulted in permanently greater intensity and efficiency of labor and therefore in permanent advantages to the railways and to the public.

§ 4. AVERAGE DAILY WAGES AND ANNUAL INCOME OF RAILWAY EMPLOYEES.

The average daily compensation of each of the following groups of employees for each of the 9 calendar years from 1892–1900, based upon the returns made to the Interstate Commerce Commission for the whole of the United States and covering 99 per cent of all railroad employees, is given in the following table:

[1] See article by Dr. Walter E. Weyl on "The condition of railway labor in Europe." Bulletin of the Department of Labor, January, 1899, p. 88.

Comparative summary of average daily compensation of railway employees for the years ending June 30, 1900 to 1892.

Class.	1900.	1899.	1898.	1897.	1896.	1895.	1894.	1893.	1892.
General officers	$10.45	$10.08	$9.73	$9.54	$9.19	$9.01	$9.71	$7.84	$7.62
Other officers	5.22	5.18	5.21	5.12	5.96	5.85	5.75		
General office clerks	2.19	2.20	2.25	2.18	2.21	2.19	2.34	2.23	2.20
Station agents	1.75	1.74	1.73	1.73	1.73	1.74	1.75	1.83	1.81
Other station men	1.60	1.60	1.61	1.62	1.62	1.62	1.63	1.65	1.68
Enginemen	3.75	3.72	3.72	3.65	3.65	3.65	3.61	3.66	3.68
Firemen	2.14	2.10	2.09	2.05	2.06	2.05	2.03	2.04	2.07
Conductors	3.17	3.13	3.13	3.07	3.05	3.04	3.04	3.06	3.07
Other trainmen	1.96	1.94	1.95	1.90	1.90	1.90	1.89	1.91	1.89
Machinists	2.30	2.29	2.28	2.23	2.26	2.22	2.21	2.33	2.29
Carpenters	2.04	2.08	2.02	2.01	2.03	2.03	2.02	2.11	2.08
Other shopmen	1.73	1.72	1.70	1.71	1.69	1.70	1.69	1.75	1.71
Section foremen	1.68	1.68	1.69	1.70	1.70	1.70	1.71	1.75	1.76
Other trackmen	1.22	1.18	1.16	1.16	1.17	1.17	1.18	1.22	1.22
Switchmen, flagmen, and watchmen	1.80	1.77	1.74	1.72	1.74	1.75	1.75	1.80	1.78
Telegraph operators and dispatchers	1.96	1.98	1.92	1.90	1.93	1.98	1.93	1.97	1.93
Employees—account floating equipment	1.92	1.89	1.89	1.86	1.94	1.91	1.97	1.96	2.07
All other employees and laborers	1.71	1.68	1.67	1.64	1.65	1.65	1.65	1.70	1.67

It is possible also from other statistical tables furnished in the reports of the Interstate Commerce Commission to make a comparison of the average daily wages for each of these classes of railroad employees in the different sections of the country.

Inasmuch as the factors determining wages and the cost of living vary so greatly over so large an area of territory, it is all the more necessary to analyze these figures. For this purpose all the statistics in the reports of the Interstate Commerce Commission are classified for 10 territorial areas, made up of groups of States and parts of States. A map showing the exact boundaries of these areas and a comparative summary of the average daily wages of each class of railroad employees in each group are given in Exhibit I of this report.

An average wage where there are so many grades of service within each class must not be expected to serve as other than a very rough estimate of general improvement or general decline in the class, as changes in the averages are noted from year to year. In no case do these average wages serve as a fair index or basis for a scale of wages for the several classes. For example, it would be quite misleading to suppose that the average as quoted in the above table for enginemen in 1899 as $3.72 could be adopted by a trade union as a fixed or minimum wage to be guaranteed by the union to all its members. To classify wages so as to separate out all of the services which are really separate occupations would require about 400 grades in place of the 18 general classes enumerated in the tables of the Interstate Commerce Commission. Even if all the distinct classes of service could be itemized, an average would still be misleading if it were used as the basis of a wage scale. Thus an engineer on a fast express train between New York and Philadelphia may make a return trip within 5 hours and be paid nearly $6 and may choose to work only alternate days, which would make his average $3; or, again, he may choose to do more than the one run in a day and put the average up.

Wages are of course affected by anything that affects the earning power of the corporations, as in other industries, and usually vary with rates paid in other occupations in the same locality. The lack of anything like uniformity in pay for same grade of service in different parts of the country is plainly evident, and will probably never be attained. On this point Mr. Wm. H. Baldwin, jr., president of the Long Island Railroad, and an officer who has had large experience in railroad management in 27 States, says:[1]

"The great railroad systems of the present day in performing their government function must so administer their property that the wages paid will be the standard railroad wage, the standard wage being the average wage paid by lines similarly situated, with similar traffic conditions. There is no standard wage for any class of railroad labor for the whole country. Any attempt to make a standard wage would prove futile. The difference in opportunity for steady work,

[1] Paper on "Railroad relief and beneficiary associations." Publications of American Economic Association. Third series, vol. 1, No. 1, p. 226, February, 1900.

the comfort of surroundings, the cost of living, the advantages offered by schools, churches, etc.; in short, the conditions controlling demand and supply, would make any absolute standard wage unfair to some roads.

"A large number of railroads by reason of adverse traffic conditions, financial conditions, etc., are unable to pay even the standard wages in their section of the country. Generally speaking, such roads make a fair statement to the employees or to their representatives, and, with a fair spirit on both sides, a reasonable conclusion may be reached. The important element in this method of meeting the question is publicity. A statement to the employees and the public explaining fully the wages actually earned by the employees who make the request; analyses showing cost of living compared with other sections commanding higher wages; comparison of wages earned by railroad employees with the wages earned in other service (comparable with it) in the same locality; in short, a straightforward statement of the case is made with the expectation of meeting an honest response from the employees and from the public. This method puts the case squarely before the public as the jury, and the opinion of the public is oftentimes the controlling factor. This method may prove to be of the utmost importance in the future. The extreme prosperity of this country has permitted the railroads to pay the highest wages known in railroad service. With constantly decreasing rates forced upon the railroads by unbridled competition, the general problem of railroad wages may present itself. The operations of the enormous railroad systems of the future can not be stopped by reason of wage discussions. In the last analysis the wage question must go to the public as the jury. Entire publicity alone can give the proper foundation for the settlement of any serious question affecting labor in public service; publicity of the facts regardless of the questions of recognition or nonrecognition of labor unions. The same spirit which now demands reasonable direction and control of industrial pursuits will demand reasonable protection of the public as well as of the employees in any wage question in public or quasi-public service. The service of the railroad employee will be recognized more and more as a public service."

The nearest approach to uniformity is in those classes of employees who are well organized and whose organizations are conservatively managed. The brotherhood chiefs declared before the Industrial Commission that in most cases (as high as 95 per cent of engineers) the wages were fixed by joint agreement or contract between the railroads and the employees' organizations.[1]

This really means that in most cases the roads adopt the usual wage in classes of employment best organized, but often only make agreements in the form of public announcements to their own men, subject to specified notice of change.

Most of the Western railroads print a pamphlet or handbook giving detailed information concerning the schedule of pay for train and yardmen, stating also the number of miles allowed for specified runs where pay is by the run, and also in some cases indicating the general rules governing pay for overtime and regulating promotion, and stating causes for discharge. The Eastern roads, as a rule, do not put this information in print, but simply notify foremen and superior officers of any changes in the schedules of wages or hours of employment. Extracts from the printed regulations of a few typical roads throw much light upon the question of wages as well as that of the hours of labor of railway employees.[2]

It will be seen that for trainmen the pay is usually based on mileage, while for clerks, station men, and most other classes, it is based on a monthly rate of compensation.

Extracts from 4 roads, selected because of geographical considerations and exceptional conditions affecting wages, are presented in Exhibit II of this report. These roads are: (*a*) The Union Pacific Railroad, (*b*) the Southern Railway, (*c*) the Baltimore and Ohio Railroad, and (*d*) the Louisville and Nashville Railroad.

On the schedule of questions on railway labor sent out by your expert agent to the chief executive officers of the leading railroads of the United States the following question was asked:

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[1] See Industrial Commission Reports, Transportation, Vol. IV, p. 138, and also the historical sketches of the brotherhoods, p. —— of this report.

[2] See "Rates of pay and regulations governing employees in train and yard service on the principal railroads of the United States, Canada, and Mexico." Collected and compiled by E. E. Clark, G. C. C. O. R. C., and P. H. Morrisey, G. M., B. R. T., 1900, Cedar Rapids, Iowa.

IS THE AVERAGE LENGTH OF THE WORKING DAY FOR THE VARIOUS GRADES SERVICE, THE AVERAGE DAILY WAGES, AND THE ANNUAL INCOME OF THE E?

e replies received from 33 corporations operating 93,515 miles of road and oying 540,712 men are as follows:

1.

ght to 12 hours.

2.

n hours per day for shop and track hands.

3.

	Average length of working-day.	Average daily wage.	Average annual income of all employees.
	Hours.		
lepartment	9¼	$1.82	$541.65
nsportation department	10¼	1.93	608.56
ive power department	10¼	2.26	707.38

otal number of employees, 22,336.

4.

Eight to 10 hours in all departments except train-service departments, whose erage length of working day can not be computed.

5.

Classification.	Average working hours per day.	Average pay per day.
erks	10	$1.81
gents	10	1.54
her station men	10	1.56
ginemen	a6 to 12	3.83
remen	a6 to 12	2.15
onductors	a6 to 12	3.30
ther train men	a6 to 12	2.07
achinists	10	2.28
arpenters	10	2.03
ther shopmen	10	1.80
ection foremen	10	1.46
ther track men	10	1.00
witchmen, flagmen, etc	12	1.22
perators and dispatchers	12	1.62

a Varies.

6.

Average length of working day, 10 hours per day; average daily wages, $1.84 per day; average annual income, $574.06.

7.

The amount paid in wages for the year ending June 30, 1900, was $19,576,183.22.

8.

Average length of working day, 10 hours; average daily wages, $1.96; annual income of same, $715.

9.

Average length of working day, 9 hours; average daily wages, $1.95; average annual income, $610.35.

ENGINEMEN.

	Engineers.	Firemen.
	Cents.	*Cents.*
Passenger train service.....per mile..	3.70	2.1[illegible]
Freight or work train service, four wheel connected engines.....do....	3.70	2.1[illegible]
Six or more wheels connected, with cylinders smaller than 19 by 28 inches, per mile.....	3.85	2.2[illegible]
Six or more wheels connected, with 19 by 28 inch cylinders or larger, per mile.....	4	2.[illegible]
Switching service, Chicago.....per hour..	28	16
Switching service, St. Paul and Minneapolis.....do....	27	16
Switching service at all other stations, also engines in service on De Kalb and Cedar Falls branches.....per hour..	26	16

TRAIN MEN.

	Conductors.	Brakemen.
Through passenger trains and milk trains.....per month..	$115.00	$55.00
Chicago suburban.....do....	100.00	50.00
Waverly and Lyle branch trains.....do....	90.00	50.00
St. Paul suburban.....do....	85.00	.....
De Kalb branch trains.....do....	75.00	60.00
Cedar Falls branch trains.....do...	65.00	35.00
Way-freight trains.....per mile..	.033	.02[illegible]
Other freight trains and work trains.....do....	.03	.02

SWITCHMEN.

	Night foremen.	Day foremen.	Night helpers.	Day helpers.
	Cents.	*Cents.*	*Cents.*	*Cents.*
Chicago, St. Paul, Minneapolis, St. Joseph, Kansas City, per hour.....	29	27	27	2[illegible]
Oelwein, Dubuque.....per hour..	27	25	25	2[illegible]
Des Moines.....do....	27	25	23	2[illegible]

Men paid by the mile will be allowed actual mileage made, and if the actual mileage made before they are relieved from duty is less than 25 miles they will be allowed sufficient overtime to make 25 miles.

Men paid by the hour will be allowed the actual time from the time they are required to report for duty until they are relieved, and if the actual time is less than 2½ hours, they will be allowed sufficient overtime to make 2½ hours.

Freight and work train enginemen and train men will be allowed overtime at the rate of 10 miles per hour for all time on duty in excess of 1 hour for each 10 miles run.

Enginemen and train men deadheading under orders will be allowed actual mileage made, at the following rates: Engineers, 1.85 cents per mile; firemen, 1.10 cents per mile; freight conductors, 1.50 cents per mile; freight brakemen, 1 cent per mile.

No mileage will be allowed for learning road or being examined on foreign lines, except when a man is transferred for the benefit of the company alone, in which case deadhead mileage will be allowed.

Men acting as witnesses or attending court under instructions from the company will be paid at the following rates per day, this to include the time during which they are required to hold themselves in readiness for such service or are away from home: Engineers, $3.70; firemen, $2.15; conductors, $3; brakemen, $2; switch foremen, $2.70; helpers, $2.50.

Train men paid by the month may be used for extra service without extra compensation, providing they do not exceed the mileage made by crews of daily passenger trains. When such mileage is exceeded, extra compensation will be paid pro rata.

No train will be laid up for rest between terminals except by permission of train dispatcher, and in such cases the time laid up will not be allowed, except to the man or men required to take care of or watch engine, who will be allowed their regular rates.

Men engaged as pilots will be allowed 3 cents per mile.

10.

The length of the working day varies from 8 to 12 hours and will probably average for all branches of work about 10 hours per day. For the last fiscal year the average of all employees was $654.84 per annum, or slightly in excess of $2.09 per day. Average number of men employed during last fiscal year was 1,732.

11.

In the clerical branch of the service the wages of course vary, the office boy receiving from $10 to $15 per month, to the chief clerks and heads of departments at greater rates of pay. Time of service, 8 hours per day. In the maintenance of way or engineering department the working day is 10 hours per day, and the wages of day laborers is $1.25 per day. In the mechanical department the average working day is from 9 to 10 hours, and their daily wages average $1.65. In the train service, trainmen, locomotive engineers, and firemen are paid by the mile run, and average from $55 to $60 per month for brakemen, $75 to $140 per month for conductors, $65 to $100 per month for firemen, and $90 to $175 per month for engineers.

12.

Eight to 12 hours, according to the kind of work on which employed. Average wages per day as follows: Conductors $3.50, other trainmen $2.25, station men $1.60.

13.

About 10 hours per day. The average daily wages for the several classes of employees is shown in statement annexed hereto. An estimate of the annual income of employees other than those who are regularly employed would be mere guesswork and not of practical value:

Class.	Number.	Total number of days worked.	Total yearly compensation.	Average daily compensation.
General officers	62	28,258	$327,152.77	$11.58
Other officers	100	28,952	199,674.73	6.90
General office clerks	873	270,057	592,565.18	2.19
Station agents	984	347,368	538,096.71	1.55
Other station men	2,488	847,325	1,272,743.33	1.50
Enginemen	1,082	388,985	1,472,271.01	3.78
Firemen	1,099	391,252	843,203.26	2.16
Conductors	736	255,065	849,737.08	3.33
Other trainmen	1,519	535,239	1,072,288.80	2.00
Machinists	1,035	299,684	628,731.24	2.10
Carpenters	1,940	654,061	1,313,661.43	2.01
Other shopmen	2,055	608,967	1,045,453.82	1.72
Section foremen	988	309,304	522,382.06	1.69
Other trackmen	11,042	2,832,291	3,176,322.88	1.12
Switchmen, flagmen, and watchmen	1,295	452,987	911,076.75	2.01
Telegraph operators and dispatchers	516	182,366	340,104.69	1.86
Employees—Account of floating equipment	36	13,464	26,301.64	1.95
All other employees and laborers	4,146	1,274,427	2,127,592.92	1.67
Total (including "general officers")	31,996	9,720,067	17,259,360.80	1.78

14.

Average length of working day for the various grades of service, 10 hours; average daily wages, $2.06; annual income of the same, $1,537,288.55

15.

Average length of working day, 10 hours; average daily wages, $1.87; total pay rolls for year ending June 30, 1900, $956,000.

16.

The average length of the working day in the operating department is 10 hours. In the mechanical department a shop day is 10 hours, an office day 8 hours, and the average day for engnemen is less than 8 hours, although there are some engine-house men who work 12 hours.

The average daily wages of all employees is $1.74, and the annual income is $3,009,496.42.

17.

(1), 10 hours; (2), $1.84 per day; (3), $10,493,726.44.

18.

(1), 10 hours; (2), $1.78 per day; (3), $6,507,053.48.

19.

Average length of working day, 10 hours; average daily wages, $1.98; our total pay roll for the year is about $950,000.

20.

Ten hours.

21.

[Average length of working day, 10 hours.]

Class.	Main line.			—— branch.			—— branch.		
	Number.	Average daily wages.	Average annual income.	Number.	Average daily wages.	Average annual income.	Number.	Average daily wages.	Average annual income.
General office clerks	330	$1.91	$697.15	31	$1.85	$675.25	352	$1.89	$689.85
Station agents	461	1.93	722.70	64	1.69	616.85	262	1.74	635.10
Other station men	866	1.62	591.30	62	1.26	459.90	590	1.55	565.75
Enginemen	430	3.68	1,343.20	37	3.63	1,324.95	283	3.70	1,350.50
Firemen	441	2.21	806.65	43	2.16	788.40	317	2.22	810.30
Conductors	456	3.31	1,208.15	32	3.33	1,215.45	238	3.35	1,222.75
Other trainmen	1,125	1.97	719.05	61	2.09	762.85	646	1.98	722.70
Machinists	278	2.72	992.80	19	2.66	970.90	162	2.84	1,036.60
Carpenters	498	2.31	843.15	24	2.28	832.20	358	2.24	817.60
Other shopmen	1,492	1.93	704.45	166	1.77	646.05	1,087	1.85	675.25
Section foremen	543	1.51	551.15	57	1.46	532.90	324	1.66	606.90
Other trackmen	2,953	1.15	419.75	347	1.12	408.80	1,473	1.16	423.40
Switchmen, flagmen, and watchmen	608	2.17	792.05	68	2.42	883.30	334	2.29	835.85
Telegraph operators and dispatchers	276	2.25	821.25	16	2.32	846.80	178	2.46	897.90
All other employees and laborers	1,419	1.62	591.30	91	1.64	598.60	1,121 a41	2.24 a1.50	817.60 a547.50
Total	12,171	1.88	686.20	1,118	1.76	642.40	7,766	1.87	682.55

a Floating equipment.

22.

Track labor, 10 hours per day. Trackmen receive on an average $1.25 per day, or about $360 per year.

Station labor, 10 to 12 hours per day. The pay of station labor varies in small towns from $1.25 per day to New York City, at $1.70 per day. The average annual income is about $360, and in New York City about $540.

Train employees' hours of duty vary with the runs. These employees are paid by the mile at various rates, passenger trainmen averaging about $600; freight brakemen, about $700; passenger conductors, about $1,200; freight conductors, about $900; firemen, about $840, and enginemen, about $1,500.

In our shops machinists receive from 18½ to 28 cents per hour, and average about $720 per year.

Machinists' helpers receive from 12 to 18 cents per hour, and average about $480 per year.

Lathemen receive from 17 to 25 cents per hour, and average about $700 per year.

Boilermakers receive from 15 to 30 cents per hour, and average about $750 per year.

Resolved, That a copy of this resolution be sent to the President of the United tes, the United States Senate, the House of Representatives, and the United tes Industrial Commission.

"JAMES T. SMITH, *Chairman.*
"J. D. RAUTH, *Secretary.*"

There is from the very nature of the occupation the greatest variation in the urs of labor in the different grades of service. On fast express trains there e many cases where trainmen do not work more than 5 or 6 hours a day, cluding their lay over, and receive a full day's wages; while for telegraph erators, train dispatchers, station agents, and trackmen the conditions at esent are such that they are apt to be required on the average to exceed a -hour day, which it is certainly the intention of the majority of the roads id of all of the labor organizations to enforce under existing conditions and isting rates of pay. It seems only fair, as a measure of equalization of urs so far as possible among the different grades of service, as well as to pro-de for the emergency demands of the business at different seasons of the year, provide for the payment of overtime. This should be done on the basis of a andard day, and allowances made for those not paid by the day when emergen-ies over which the employee has no control and for which he is not responsible equire him to be on duty longer hours than the number making a standard day. Whether the economic conditions and the intensity of service in all sections of he country would justify 8 hours being considered the standard day at the present ime it is impossible to say without a more minute investigation than that uthorized in this report. Probably 10 hours would be a fair standard day at the resent time if any general or Federal legislation was contemplated, and such egislation would probably inure to the disadvantage of many employees working nder existing contracts without materially helping the mass of the poorer paid and harder worked laborers in certain grades of service.

The actual practice of railroad corporations with respect to payment for overtime, and the rates for such payment, may be studied more minutely in the replies of railroad corporations to the question with reference to hours and wages as already quoted in section 4 of this report; also in Exhibit 2, which gives the rules, regulations, and rates of pay for employees in train and yard service on 4 of the larger roads; also in the subjoined replies to the question: Are the men paid for extra time; if so, how much? to which answers were received from 37 railroad corporations operating 107,284 miles of line and employing 599,120 men. From these replies it will be seen that in general extra time is paid for pro rata, but that this rule does not apply to all departments of the service. Telegraph operators and trackmen seem to be the worst off with respect to the demands made upon them for overtime without extra pay; station agents, who most frequently are telegraph operators, also suffer the same inconvenience. It will be noted also that only in a few cases do roads pay for overtime at a higher rate than is paid for the same service during regular working hours. This practice seems to be rarer than in other departments of industry, where it is the usual custom to pay night work and extra work at higher rates. Men who are paid by the mile run or unit of work are usually paid for overtime by the hour rate.

ANSWERS TO QUESTION: ARE THE MEN PAID FOR EXTRA TIME; IF SO, HOW MUCH?

1.

Yes; in certain branches of the service, chiefly operating department. At proportionate rates, as a rule.

2.

Overtime is paid.

3.

Car department (1), no; (2), 25 per cent extra for wrecks only.
Transportation department (1), yes; (2), proportionate rate.
Motive-power department (1), yes; (2), proportionate rate.

4.

Men, outside general office force, are paid regular time for all overtime.

Transportation department—Continued.

	Average wages
Yardmen—	
Yardmasters, per day	3.5
Foremen, per hour	.2
Switchmen, do	.26
Trainmen—	
Conductors (passenger), per month	125.0
Brakemen (passenger), do	60.0
Porters (passenger), do	40.0
Conductors (freight), per mile	.0
Brakemen (freight), do	.0

All employees contribute 50 cents per month to the hospital fund.

The only deduction from salaries of agents, aside from hospital dues, is for premiums on indemnity bonds. Clerks, operators, and laborers have no deductions from their salaries other than hospital dues.

About 75 per cent of yardmen have deductions from their salaries for account of board and accident insurance. Passenger and freight conductors have no deductions from their salaries other than hospital dues. Passenger brakemen, porters, and freight brakemen have deductions from their salaries for board and accident insurance.

All stationmen perform 10 hours' labor per day. If any overtime, extra compensation is allowed in proportion to regular wages. No Sunday labor is performed by stationmen more than is absolutely necessary to carry on traffic incident to railway service.

Most of the yardmen work by the hour, hence overtime would not apply to that class of employees. However, those who do not work by the hour are allowed compensation for overtime in proportion to their regular wages. Yard and train men perform Sunday labor the same as on other days of the week. No extra compensation is paid for this service.

Trainmen are paid overtime when delayed over 2 hours—conductors at the rate of 30 cents per hour, brakemen at the rate of 20 cents per hour; when delays exceed 2 hours, the first 2 hours to be included. In computing delayed time the time of regular trains is taken from current time-table. The time of irregular trains is computed on a basis of 12 miles per hour.

As nearly as can be ascertained, about 50 per cent of the operators and 90 per cent of the yard and train men belong to labor organizations. The purpose and object of these organizations are protective and benevolent.

Maintenance-of-way department.

Class.	Number.	Average wages.
Clerks, per month	16	$75.00
Roadmasters, do	11	115.00
Foremen (track), do	263	55.00
Laborers (track), per day	2,899	1.13
Track walkers, do	12	1.45
Foremen (gang), per month	23	110.00
Carpenters, per day	151	2.36
Laborers, do	240	1.85
Painters, do	19	2.30
Engineers (stationary), do	10	3.04
Pile drivers, do	18	2.30
Stone masons, do	11	4.34
Miscellaneous, do	86	2.00

All employees who have worked 3 days or more contribute 50 cents each per month for hospital funds.

All employees in this department perform 10 hours' labor per day. Overtime in proportion to regular wages. When required to perform service at night or on Sundays they are allowed time and one-half.

NOTE.—Clerks do not work Sundays nor perform any extra labor, hence they are not allowed any pay for overtime.

About 90 per cent of the employees in this department have deductions made from their wages for board and accident insurance.

None of the employees in this department belong to labor organizations.

Motive-power department.

Class.	Number.	Average wages per day.
Clerks	27	$2.17
Shop foremen	28	3.77
Engineers (locomotive)	321	3.90
Firemen (locomotive)	368	2.06
Machinists	173	2.89
Machinists' helpers	145	1.55
Blacksmiths	44	3.13
Blacksmiths' helpers	87	1.79
Boiler makers	48	3.18
Boiler makers' helpers	80	1.78
Molders	33	2.93
Molders' helpers	24	1.50
Coppersmiths	7	3.70
Coppersmiths' helpers	3	1.50
Tinners	10	2.71
Tinners' helpers	4	1.36
Carpenters	160	2.26
Carpenters' helpers	42	2.00
Car repairers	226	2.08
Car inspectors	35	2.52
Painters	53	2.41
Painters' helpers	18	1.85
Laborers	612	1.47
Miscellaneous	136	2.00

All employees who have worked 3 days or more contribute 50 cents each per month for hospital funds.

Four and one-half per cent of shopmen have deductions from their salaries, which are for board and accident insurance.

Thirty-four per cent of engineers have deductions from their wages, which are for board, accident insurance, books, and clothing.

Fifty-one per cent of the firemen have deductions from their salaries, which are for board, accident insurance, books, and clothing.

For shop and other men, paid by the day, 10 hours is a usual day's work in summer, and 9 hours during the winter months. Enginemen work by the trip. The average length of a trip is about 8 hours. Enginemen work overtime when they are delayed on the road and are paid for same by the hour. The usual allowance made for overtime of shopmen is time and one-half, at their regular rate of compensation.

No work is performed on Sundays that can be avoided. Enginemen necessarily have to work on Sundays, as also do car inspectors, watchmen, engine hostlers, wipers, and other roundhouse employees. Where the nature of their duties requires men to work regularly Sundays, no extra time allowance is made. Employees who do not regularly perform Sunday labor, when called upon in cases of emergency, are allowed extra compensation for such service at the rate of time and one-half.

As nearly as can be ascertained, about 65 per cent of the enginemen and about 35 per cent of shopmen belong to labor organizations. The enginemen's organizations are protective and benevolent. The shopmen's organizations are of a benevolent and social nature. The enginemen's organizations exercise considerable control over their members, but the shopmen's organizations do not show any evidence of such control, so far as the relations of the men with the company are concerned. The effects of the organizations on employees who are not members is not noticeable.

General offices.

Class.	Number.	Average wages (per month).
Clerks	246	$69

All contribute 50 cents per month to the hospital funds. No deductions are made from salaries except for hospital dues.

No Sunday labor is performed; no overtime. In general, it may be said our scale of wages is perhaps higher than elsewhere in the country, the aver daily wages paid for all classes of employees on our Pacific System last year be $2.60 per day. The length of the working-day is about 8 hours in the shops a in the train service, and from 10 to 11 hours at stations and in the maintenan way department.

30.

Average length of workday, 10 hours; average daily wages, $2; average ann income, $626.

31.

Hours of service in the different classes of employment: Shop employees, ma tenance-of-way forces, etc., generally work 10 hours per day. The number hours which trainmen work daily vary, and depend upon the length and charac of their runs. Shifting and yard crews work 12 hours daily, with an allowa of 1 hour for meals. The number of hours of daily employment of clerical forc vary to considerable extent, being governed in a greater or less measure by t particular class of work or existing condition of business in the various office stations, etc., in which they are employed.

32.

Average length of working-day, 10 hours; average daily wages, $2.74 per day average annual income of the same, $891.86.

33.

Trainmen, 10 hours; telegraph service, 10 hours; trackmen and bridgemen, hours; mechanics, 10 hours; laborers, 10 hours; stationmen, 11 hours; engineers and firemen, 8½ hours.

Class.	Total yearly compensation.	Aver daily compen sation.
General office clerks	$630,464.65	$
Station agents	568,053.35	
Other stationmen	4,251,765.12	
Enginemen	1,192,663.25	
Firemen	652,593.20	
Conductors	761,072.00	
Other trainmen	1,351,270.00	
Machinists	422,858.05	
Carpenters	748,980.25	
Other shopmen	1,197,408.20	
Section foremen	452,294.40	
Other trackmen	1,747,883.55	
Switchmen, flagmen, and watchmen	776,426.30	
Telegraph operators and dispatchers	323,031.30	
Employees—account of lighterage department	198,797.55	
All other employees and laborers	976,277.08	

34.

Class.	Average length of working day.	Average daily wages.	Average annual income.
	Hours.		
Engineers	9	$4.00	$1,500
Firemen, white	9	2.00	750
Conductors	10	3.00	1,095.00
Trainmen, white	10	1.50	542.50
Operators	12	1.50	542.50
Section foremen	10	1.50	542.50
Stationmen	12	1.40	511.00
Yardmen	12	1.50	542.50
Shopmen	10	2.50	782.50
Laborers	10	.90	281.70

35.

In train service, 12 hours; in yard service, 11 hours; in shops, 10 hours.

The 35 replies just quoted relate to hours of labor as well as to wages, and in some cases to other topics as well. They are numbered consecutively merely for convenience, and the numbers and order of sequence have no relation whatever to geographical location, nor reference to order of importance of the respective roads, nor reference to similar numbers in the replies to other questions as quoted in subsequent pages. Only 9 replies give detailed information concerning daily wages of the several classes of employees. These 9, numbered 5, 9, 13, 21, 22, 26, 29, 33, and 34, respectively, cover nearly 32,000 miles of road, employing over 135,000 men. Eighteen additional replies give average daily wage for a few departments of service, or for the total number of employees on the system, without classification. One reply gives only the total annual wage bill of the corporation, and the remaining replies refer only to hours of labor. All 35 replies cover 97,030 miles of road and relate to 563,953 employees.

The question of wages is always a debatable one between employer and employed. It is a matter so dependent upon local conditions to determine what is a fair wage from the point of view of the most just corporation, and what is a living wage from the point of view of the employees as well as of the general public, that periodical readjustment of rates of pay in any industry becomes necessary. Congress may have power under its regulation of interstate commerce to establish a minimum wage for a specified labor day in the various departments of transportation, but in view of the fact that the standard wage can only be standard for relatively small territory and for comparatively brief periods of time, it would seem that the regulation of wages would be better left entirely to private contract. Yet on no point do the replies to the Industrial Commission's Topical Circular filed by railroad employees call more vigorously for legislative recommendations than on the question of wages and hours of labor. To note a few of these demands attention may be called to the following:

(1) A section foreman on the Southern Railway says he is required to work 14 hours in summer, and in cases of accident and emergency also at night and on Sunday, without extra pay, for wages varying from $30 to $35 per month.

(2) Another section foreman in Florida makes the same complaint; says wages are $40 per month and tenure of employment very uncertain.

(3) A secretary of a division of the Brotherhood of Railway Trackmen in Tennessee appeals for a 10-hour day, regular employment, and better wages.

(4) A track foreman in Georgia says that track foremen are compelled to live in houses furnished by the company, often poorly located with respect to school and church facilities; wages $30 to $45 per month, with deductions for sickness and absence from duty, and no cause given for discharge and no pay for overtime on Sundays, and the length of the working-day from sunrise to sunset, with from 30 minutes to 2 hours intermission at noon, day laborers receiving from 50 to 80 cents per day for track work.

(5) A section foreman in Tennessee makes same complaint as above; says wages are from $36 to $55 per month and laborers receive from 70 cents to $1 per day.

(6) A section foreman on New Orleans and Northeastern Railway asked for legislation providing that all overtime be paid for, and that conductors in the absence of superior officers be authorized to approve time checks for overtime.

(7) Section foremen in Georgia, Colorado, Kansas, Florida, and Missouri state that hours are longer than in other occupations, employment more irregular, and wages lower for trackmen.

(8) Officer of the Order of Railroad Telegraphers complained of low wages and long hours in this department of the service, especially for those telegraphers that were not thoroughly organized.

(9) A section foreman in Kansas makes same complaint as other trackmen, and calls attention to a Texas law which requires as a measure of public safety one track walker per mile of track, as a partial remedy for the severe duties of this class of railroad labor.

(10) A secretary and treasurer of a Trackmen's Brotherhood division in Florida says that on all roads in that State trackmen work from sunrise to sunset, with no pay for extra or Sunday work, laborers getting 75 cents per day and receiving 1½ time allowance for night and Sunday work.

(11) A secretary of a Trackmen's Brotherhood division in Ten- [illegible] that foremen receive $50 per month, but frequently have to wo[illegible] nights and 2 Sundays in the month without extra pay.

(12) A secretary of a Trackmen's Brotherhood division in Georgia reports that foremen receive $85 per month (in city yards, $40 to $50), working from sunrise to sunset, longest day being 14 hours, get no pay for overtime, and have no beneficial associations, their wages being too low to join such; carmen work 12 hours and shopmen 10 hours.

(13) An officer of the Brotherhood of Engineers in Alabama suggests legislative remedy for long hours, and says that they have had men on duty 36 to 40 hours without intermission for meals or rest; engineers and firemen are paid for overtime after 12 hours.

(14) An officer of the telegraphers' order, speaking of conditions in western New York and Pennsylvania, says that telegraph operators average $40 per month, wages ranging from $25 to $60; that their hours vary from 10 to 16, averaging between 12 and 13; that Sunday work is frequent with no extra pay, the Lake Shore and Michigan Southern Railway being the only road to allow extra Sunday pay, and that only to day men.

(15) An officer of the Order of Railway Conductors in Kansas says that conductors and brakemen are allowed overtime after 10 hours, on the basis of 26 working days per month, and that 10 hours is a standard day; passenger conductors get from $100 to $125 per month; freight conductors, $90; passenger brakemen, $55 to $60; freight brakemen, $60.

(16) The reply from a division in Tennessee of the Order of Railway Conductors says that wages are fair but hours long, being, on the average, 13; in Georgia a few Sunday trains, but in Tennessee and Alabama about the same as other days, overtime paid for.

(17) An officer of Trainmen's Brotherhood Lodge in New York says that standard wages are paid, but age limit of employees is put at 45, and that train-service men are on duty from 12 to 24 hours, averaging 11½ per hundred miles, for which they are paid as follows: Firemen, 2 cents per mile; passenger engineers, 3½ cents; freight engineers, 3½ cents; freight brakemen, 2 cents; freight conductors, 2½ cents; Sunday labor excessive in freight service. Some track repair gangs worked 45 Sundays in 1898.

Notwithstanding these numerous complaints, and many more which could be reproduced which doubtless would prove upon investigation that in many quarters, especially the lower grades of labor—for example, track laborers and foremen, who perform nevertheless a very responsible service from the point of view of the safety of the traveling public, are underpaid—it seems to your expert agent that any attempt to secure uniformity, even to the extent of a uniform minimum wage, would work more harm than good. The remedy seems to lie rather in the direction of strengthening the hands of labor organizations, which can organize these men along conservative lines, and by wise business management within the sphere of their legal rights secure for them in those localities where they are underpaid greater consideration. With respect to legislation affecting the hours of labor, perhaps more could be done, but of this we will speak later.

With respect to the general level of wages in railway employment perhaps no class of employees is more closely affected by the general changes in the industrial prosperity of the country. The depression of 1893 made itself felt instantly upon the transportation business and brought about sweeping reductions in wages and the cutting down of the force in all departments of railroad employment. It is, perhaps, true that wage reductions were not made except as a last resort, and that many of the leading railroad systems of the country maintained the old rate of pay throughout the period of depression. But the force was cut down, the work per man increased, and oftentimes the hours, so that relatively, if not absolutely, there was a reduction in compensation per unit of effort. Increasing prosperity in the last few years brought these wages up again even in cases where roads were not paying dividends. The Louisville and Nashville Railroad, the Southern Railway, and the Missouri Pacific Company, covering 10 per cent of the total mileage of the United States, announced an increase of wages on January 1, 1899, although the first two roads have paid no dividend since 1893, and the latter none since 1891. The Louisville and Nashville's original cut was 20 per cent of salaries over $4,000 and 10 per cent on salaries less than $4,000. On July 1, 1898, the improved conditions enabled the managers to restore part of the cut, and now on January 1, 1899, the balance was restored, affecting 18,000 men and putting them back to where they were prior to 1893, although the stockholders are not in as good position as they were at that time.

Railroad employees are beginning to realize that extreme hostile legislation affecting railroads may very quickly affect wages, and through their better-managed organizations they are beginning to exert the strong political power possessed by this army of men to see that only well-considered legislation is attempted.

A comparison of railroad employment with that in other departments of industry and an examination of the total outlay for wages on the part of railway corporations will show the importance of guarding railroad prosperity. Probably more persons are dependent, directly and indirectly, for their living upon the employment offered by railways than upon any other single occupation in the United States except agriculture. From the reports of the Interstate Commerce Commission it is estimated that the compensation of railway employees for 1899 represented 60 per cent of the operating expenses and over 40 per cent of the gross earnings of all the railroads in the country.

The following table, taken from the Interstate Commerce Commission's Report on Statistics of Railways,[1] gives the total yearly compensation of 99 per cent of all the railway employees in the United States during the last 5 years as follows:

Class.	Total yearly compensation—United States.					
	1900.	1899.	1898.	1897.	1896.	1895.
General officers	$13,157,420	$12,964,442	$12,632,224	$12,304,161	$12,497,957	$12,234,686
Other officers	8,141,000	7,489,340	6,870,275	6,687,804	5,801,119	4,854,824
General office clerks	23,127,228	21,250,005	19,859,404	19,368,658	19,087,816	18,820,959
Station agents	18,558,252	18,008,657	17,692,146	17,221,177	17,050,117	16,681,380
Other station men	45,627,016	42,619,013	40,237,653	38,429,242	39,076,478	38,460,716
Enginemen	50,715,401	46,746,044	44,307,993	40,944,169	41,351,907	39,490,901
Firemen	29,203,996	26,648,634	25,192,230	23,310,883	23,724,654	22,571,130
Conductors	30,088,922	27,642,397	26,316,465	24,500,832	24,758,885	23,708,480
Other trainmen	44,844,475	41,261,977	39,597,133	37,535,000	38,379,035	36,504,135
Machinists	22,924,702	20,726,733	19,507,896	18,442,257	19,312,746	17,724,171
Carpenters	28,144,652	24,989,566	23,951,246	21,977,689	22,944,585	20,961,980
Other shopmen	59,470,446	53,239,606	51,359,701	47,463,543	48,497,887	44,738,582
Section foremen	18,481,894	17,824,351	17,223,628	17,101,769	17,097,382	16,735,703
Other trackmen	71,664,298	61,439,929	57,303,740	54,009,065	54,521,113	50,513,897
Switchmen, flagmen, and watchmen	29,599,258	27,984,774	26,633,630	24,410,195	24,950,907	24,254,269
Telegraph operators and dispatchers	16,176,401	15,110,112	14,259,057	13,579,209	13,695,587	13,615,311
Employees—account floating equipment	4,247,915	3,983,162	3,551,898	3,589,254	3,221,290	3,260,020
All other employees and laborers	63,098,165	53,039,154	48,552,299	44,725,879	43,398,416	40,377,117
Total	577,264,841	522,967,896	496,055,618	465,601,581	468,824,531	445,508,261

§ 5. HOURS OF LABOR—SUNDAY LABOR—OVERTIME.

The replies to the question regarding wages, income, and hours of labor received from 85 railroads, as quoted above, furnish considerable data as to the actual number of hours railroad men in the various grades of service are required to work.

In his testimony before the Industrial Commission, Mr. Sargent, chief of the Brotherhood of Locomotive Firemen, said that trainmen had little occasion for complaint as to hours and that 10 hours constituted the usual day for trainmen. In many cases firemen paid by the 100-mile run have been able to earn 10 days' pay in a week. Emergencies frequently arise, due to accidents or conditions of weather, when men may be required to work continuously for 36 hours or more, but such conditions are of course exceptional and not to the interest of the roads any more than to the interest of the men if they can be avoided. The hours of firemen have been reduced from about 12 on the average to about 10 largely as a result of better organization being able to bring the complaints of the men as to hours before the managers in a reasonable way. Telegraphers and yardmen have to work usually 12 hours per day and frequently are not paid for overtime. Conductors' hours have also been reduced as a result of their organization, and they are shorter than they were a few years ago. The rules of many companies require that even in cases of emergency conductors who have been on duty for 16 hours shall have 8 hours rest before being called upon for further duty. The complaint of trackmen seems to be the most serious, as will be noted from the replies from track foremen as just quoted above in section 4 of this report and from the testimony of the chief of the Brotherhood of Railway Trackmen.[2] In the South and West rules require trackmen to work from sunrise to sunset and in most other places 10 or 11 hours are required. The position of track foreman is an arduous one; the responsibility is great, as he is held accountable for the condition of the

[1] Advance sheets of Thirteenth Annual Report, Washington, 1901.
[2] Report of Industrial Commission, vol. 4, Transportation, pp. 50, 51.

track and must be specially watchful in stormy weather when there is danger of a washout. Track laborers are usually paid for overtime, night work, and Sunday work, but the foremen are not. It is very generally felt that some relief might be afforded to this class of men by assigning them shorter sections of track and by adding to the total number of employees per mile of line operated. The testimony of railroad presidents before the Industrial Commission seems to indicate that labor conditions with respect to hours were exceptionally good. The fixing of wages by a mileage rate and the usual rule of the larger roads make possible a labor day from 8 to 10 hours for most classes except in cases of emergency. The joint reply of the chief officers of the railway brotherhoods[1] to the questions relating to hours states that, "The necessity of changing train and engine crews at established points where terminal facilities are provided renders it impractical to arbitrarily fix the hours of labor of train and engine men. We think the hours of labor of yard and office men should be shortened, and we think they could reasonably be fixed by law. For train dispatchers and yard employees in large or busy yards, 8 hours should constitute a day. In all other classes of service 10 hours should be recognized as a day's work, and all time on duty in excess of 10 hours for a day's pay should be paid for as extra or over time. We should suggest an act specifying the legal workday as above and legalizing claims for extra pay for extra hours worked."

Some of the representatives of organized railway labor argue for an 8-hour day and also urge the desirability of legislation regulating the hours of labor as a measure to promote public safety, it being admitted by nearly all parties concerned that many accidents occur because of overstrain or fatigue on the part of men who have been kept on duty long hours. The representatives of the roads, however, maintain that under existing conditions uniform legislation on this subject would be very disastrous in its result, especially in the train service, where delayed trains could not be tied up at a stated hour. They state, moreover, that the tendency toward shorter hours generally and reasonable pay for overtime is so marked that legislation is unnecessary, and, furthermore, that the cases where employees are overworked are very exceptional.

Many of the States have already legislated on the subject of hours of labor for railway employees. Ten hours is a legal day's work for all classes of railroad employees in New York, Ohio, and Minnesota. References to these laws may be found, and quotations from the text of the same, in the report of the Industrial Commission (vol. 5, Labor Legislation, p. 27 ff.), and also references to all such laws and court decisions based upon them for the period since 1895 in the Bulletins of the United States Department of Labor. Several of the States have passed statutes providing that railroad employees can not be compelled to work more than a certain number of continuous hours without a prescribed period of rest, 8 hours, 10 hours, etc. In Georgia 13 hours is the maximum, after which 10 hours rest must be given, except when trains are delayed by casualty; Florida, 13 hours and 8 hours rest; Ohio, 15 hours and 8 hours rest; Colorado, 18 hours and 8 hours rest; Minnesota, 18 hours out of 24, and 20 hours, except in case of casualty, is the maximum without 8 hours rest; New York, 24 hours and 8 hours rest; Michigan same as New York. In all these cases exception is made in cases of casualty and accident, which may require longer continuous service. Nebraska passed a similar law in 1899, making it unlawful for trainmen to be required to work more than 18 consecutive hours without 8 hours for rest.

At a union meeting of the representatives of 5 railway organizations, at which 2,300 railway men were assembled, at Carnegie, Pa., on or about July 4, 1899, the following resolutions relating to hours of labor and legislation fixing a maximum period for continuous labor without opportunity for rest were adopted:

"Whereas the great innovations of modern railroading have brought with them an increase in the physical and mental strain upon employees in the transportation departments, and as there is a disposition on the part of our railroad companies to lengthen instead of shorten the runs of trainmen and enginemen as their duties become more arduous, thereby making the strain twofold: Therefore, be it

"*Resolved*, That we, members of the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen, Order of Railroad Conductors, Brotherhood of Railroad Trainmen, and Order of Railway Telegraphers, in joint meeting assembled at Carnegie, Pa., this 16th day of July, 1899, urge Congress to pass a law restricting the hours of labor of employees in the transportation departments of interstate railroads to 8 out of 24. Be it further

[1] Report of Industrial Commission, vol. 4, Transportation, p. 761.

esolved, That a copy of this resolution be sent to the President of the United
s, the United States Senate, the House of Representatives, and the United
s Industrial Commission.

"JAMES T. SMITH, *Chairman.*
"J. D. RAUTH, *Secretary.*"

iere is from the very nature of the occupation the greatest variation in the
:s of labor in the different grades of service. On fast express trains there
many cases where trainmen do not work more than 5 or 6 hours a day,
uding their lay over, and receive a full day's wages; while for telegraph
rators, train dispatchers, station agents, and trackmen the conditions at
ient are such that they are apt to be required on the average to exceed a
iour day, which it is certainly the intention of the majority of the roads
of all of the labor organizations to enforce under existing conditions and
sting rates of pay. It seems only fair, as a measure of equalization of
irs so far as possible among the different grades of service, as well as to pro-
e for the emergency demands of the business at different seasons of the year,
provide for the payment of overtime. This should be done on the basis of a
ndard day, and allowances made for those not paid by the day when emergen-
s over which the employee has no control and for which he is not responsible
uire him to be on duty longer hours than the number making a standard day.
hether the economic conditions and the intensity of service in all sections of
e country would justify 8 hours being considered the standard day at the present
me it is impossible to say without a more minute investigation than that
ithorized in this report. Probably 10 hours would be a fair standard day at the
resent time if any general or Federal legislation was contemplated, and such
gislation would probably inure to the disadvantage of many employees working
nder existing contracts without materially helping the mass of the poorer paid
nd harder worked laborers in certain grades of service.

The actual practice of railroad corporations with respect to payment for over-
ime, and the rates for such payment, may be studied more minutely in the replies
f railroad corporations to the question with reference to hours and wages as
lready quoted in section 4 of this report; also in Exhibit 2, which gives the rules,
egulations, and rates of pay for employees in train and yard service on 4 of
the larger roads; also in the subjoined replies to the question: Are the men paid
for extra time; if so, how much? to which answers were received from 37 railroad
corporations operating 107,284 miles of line and employing 599,120 men. From
these replies it will be seen that in general extra time is paid for pro rata, but
that this rule does not apply to all departments of the service. Telegraph oper-
ators and trackmen seem to be the worst off with respect to the demands made
upon them for overtime without extra pay; station agents, who most frequently
are telegraph operators, also suffer the same inconvenience. It will be noted also
that only in a few cases do roads pay for overtime at a higher rate than is paid
for the same service during regular working hours. This practice seems to be
rarer than in other departments of industry, where it is the usual custom to pay
night work and extra work at higher rates. Men who are paid by the mile run
or unit of work are usually paid for overtime by the hour rate.

ANSWERS TO QUESTION: ARE THE MEN PAID FOR EXTRA TIME; IF SO, HOW MUCH?

1.

Yes; in certain branches of the service, chiefly operating department. At pro-
portionate rates, as a rule.

2.

Overtime is paid.

3.

Car department (1), no; (2), 25 per cent extra for wrecks only.
Transportation department (1), yes; (2), proportionate rate.
Motive-power department (1), yes; (2), proportionate rate.

4.

Men, outside general office force, are paid regular time for all overtime.

5.

Yes; pro rata proportion of regular hourly or daily wages.

6.

Do not pay overtime to monthly men. Day men are paid overtime at regular rates.

7.

In nearly all grades of railway service the men are paid for extra time. The amount paid for extra time varies with the amount of pay which the employe receives.

8.

Employees are paid for stated services and are usually paid extra for additional time.

9.

Only trainmen and men paid by the hour are required to work overtime. For the former, overtime is paid for on the basis of a 10-hour day and at proportionate rates.

10.

Yes; men in transportation service at daily rate; shop and road men, time and one-half, except this latter does not, of course, apply to piecework.

11.

Yes; amount varies.

12.

In nearly all departments of the service they are. In some departments at the same ratio as their regular pay, in others on a higher basis.

13.

Extra time is paid for in nearly all grades, the amount varying according to rate of pay.

14.

Yes; at proportionate rate.

15.

Officers, clerks, station agents, operators, are not; other employees are paid for overtime at a proportion of the rate per day or month.

16.

Men in train and yard service are allowed extra time at the same rate as regular time.

17.

In the transportation and machinery departments nearly all classes of men are paid for extra time, usually at the same rate per hour as their regular pay, except that in shops it is customary to pay time and one-half for extra time worked between the hours of 6 p. m. and 7 a. m. and on Sundays.

In the road department regular section men are paid extra time for all labor performed over 10 hours per day. They are paid at the rate of time and one-half for overtime and for Sunday labor.

18.

Employees are paid for extra time at pro rata of stated salary, except agents, whose pay is adjusted so as to cover extra time.

19.

Men are paid pro rata of regular wages for extra time, except for special classes of service, where time and one-half is allowed.

20.

In the operating department overtime is paid for at the pro rata rate of wages. In the mechanical department shopmen are paid extra time for all over 10 hours at the rate of time and one-half received by them for the regular working day. Enginemen are paid for overtime as per special schedule, based on 10 hours' service, overtime for engineers being 35 cents per hour and for firemen 25 cents per hour.

21.

As a general practice all employees are paid for overtime at the same rate per hour as for regular service.

22.

As a general practice all employees are paid for overtime at the same rate per hour as for regular service.

23.

Men are paid pro rata of regular wages for extra time, except for special classes of service, where time and one-half is allowed.

24.

Paid extra at same rate.

25.

Operators, train men and yard men, and all daily employees are paid for extra time in some cases in excess of 10 hours per day. A few work 11 or 12 hours per day. Office labor is on a basis of an 8-hour day, and if occasionally they may be required to work a little overtime no additional compensation is given them. It is exceptional, however, for an office man to work overtime.

26.

Employees are nearly all paid by the hour or mile, and if extra time is allowed it is paid for at the rate allowed per hour or per mile.

27.

Schedules establish rates for extra or over time of employees engaged in train and engine service, their compensation for such service being for a fraction of an hour one-tenth of their daily rate. In shops, time and a half over 10 hours. In all other classes of service there is no allowance.

28.

Yes; time and a half.

29.

Employees are required to work overtime as follows, with the rates of pay specified for each class as follows:

Station agents, none; other station men, 10 per cent at the usual rate per day per hour; engineers, 30, 39, 40 cents per hour; firemen, 25, 26¼ cents per hour; conductors, 35 cents per hour; other train men, 25 cents per hour; machinists, carpenters, and other shopmen, 15 per cent at the usual rate per day per hour; section foremen, none; other track men, 10 per cent at the usual rate per day per hour; switchmen and flagmen, 25, 27, 29 cents per hour; operators and dispatchers, none; other employees, 10 per cent at the usual rate per day per hour.

30.

Mechanical forces paid 1½ time from 6 to 8 p. m. and 1½ time beyond 8 p. m.

31.

Employees are paid pro rata of day's pay for extra time.

32.

Yes; at about the same rates as for regular time, except that employees in shops are paid rates one-fourth higher for extra time.

33.

Men are paid for extra time at proportional rate; in cases of emergency, are allowed time and a half.

34.

Overtime and extra work generally paid for by the hour, based on the regular compensation received by the employee, whether paid by the month, day, hour, or trip.

35.

Engine, train men, yard crews, station men, operators are paid for extra time at the regular rate of pay per hour.

36.

Employees are paid for extra service generally pro rata.

37.

Yes; generally pro rata for any substantial period.

38.

Engineers, 35 cents per hour; firemen (white), 17½ cents per hour; conductors and trainmen (white), a rate per hour based on pay for day of 10 hours; operators, section foremen, and stationmen are not required to work overtime or paid for overtime; shopmen and laborers, a rate per hour based on pay for a day of 10 hours, and yardmen the same based on pay for 12-hours day.

39.

Trainmen are paid extra time after 12 hours at the rate of one-tenth of a day for each additional hour; yardmen extra time at the same rate after 11 hours; shopmen are paid extra time for all time over 10 hours.

Compulsory Sunday labor is a more frequent source of complaint and dissatisfaction among railroad employees than even the question of the length of the working-day and the payment for overtime.

Attempts to regulate by law the running of trains on Sunday have not been conspicuously successful. Most States have statutes relating to the observance of Sunday, in which the rights of laborers to rest one day in the week are guaranteed. In the testimony of certain railroad presidents before the Industrial Commission it was plainly intimated, as has been frequently stated by representatives of railroad employees, that there is a tendency to increase Sunday traffic on most railroads, by reason of the increased mobility of population demanding regular passenger service, and sometimes additional passenger service to provide for excursions, etc., on that day, and by reason of the increased shipment of perishable freight.

Besides this, freight that is not perishable is hauled sometimes in violation of the spirit of the law, as in cases where a single car of perishable freight would be put in a train in order to legalize traffic, on the ground that it is economically more advantageous to operate the road and the plant 7 days in the week than 6. This view of the case leaves out of consideration, in all probability, that which in the last analysis must be for any railroad corporation the most valuable part of its plant, namely, the men it employs. Wholly apart from any religious question concerning the observance of Sunday, 1 day's rest in 7 has been proven very gener-

ly to be highly desirable and essential to the maintenance of normal, healthy, rigorous service.

In this connection it is interesting to note the results of a practical test made by Mr. William Bender Wilson, the author of "The History of the Pennsylvania Railroad Company," and a prominent official in its employ. Mr. Wilson is now superintendent of the Mantua Transfer, and has had under his direction a large force of men engaged in the handling of freight. He has measured in tons the amount of freight handled on successive days after the seventh day of continued service by specified groups of men and then the number of tons handled by the same groups of men in successive days after 6 days of continued service and 1 day of rest. On the basis of this test and the impressions of years of careful observation, he says:

"I am led to say that whenever labor has been employed on Sunday after 6 days previous employment, its productive value on the following Monday decreases not less than 10 per cent, and as day was added to day, the reduction of capacity continued to increase. There is no doubt that if Sunday was divested of its Sabbath garments and clad in secular raiment, and its hours devoted to labor and not to rest, within one year's time man's productive and consequently his earning capacity would shrink one-fourth. The shrinkage in production would not affect quantity alone, but would also reduce quality, because no one seeing his ability to earn a full living constantly diminishing can have the ambition so necessary to excel or to do well."

It is altogether probable that the necessity for running both freight and passenger trains on Sunday will increase rather than diminish, and that the older laws attempting to prohibit Sunday traffic altogether will become increasingly a dead letter; therefore any legislation on this subject should rather prescribe 1 day of rest after 6 days of continuous service than to attempt to prevent labor on any specified day. The same principle which has been applied in the regulation of the maximum number of hours per day after which a specified rest period is required may be advantageously adopted in a law regulating the maximum number of days per week which an employee may be required to work, and after which a specified period of rest must be allowed. Such a law would simply require the railroads to add to their force sufficient men to provide for such traffic as they might consider profitable to take on Sunday. If combined with a law requiring pay for all Sunday service for all grades of employees it would probably be the most effective method of restricting Sunday traffic to a minimum.

In Prussia a recent law has been promulgated relating to hours of labor and of rest for railway employees. The following report was made to the Department of State by Hon. Richard Guenther, United States consul-general at Frankfort, A. M.[1]

"The minister of public works of Prussia has made new rules and regulations concerning the hours of labor and of rest of railroad employees. If the duties require unremitting exertion and strict attention, the daily average of the hours of labor of station agents, assistant station agents, telegraphers, switching foremen, overseers of stopping places, and switchmen shall not exceed 8 hours, and the duration of a single task shall not exceed 10 hours. The daily work of railway guards shall not exceed 14 hours. They can, however, be extended to 16 hours on branch lines with little traffic.

"The daily hours of labor of the train employees shall, on the average per month not exceed 11 hours daily; a single task shall not be over 16 hours. Long hours shall only be required if they are succeeded by proportionately long terms of rest. The rest shall be taken at home, and as far as possible shall be during the night. The daily hours of work for the locomotive employees, taken by the average per month, shall not exceed 10 hours, and shall under no circumstances exceed 11 consecutive hours. The same provisions as to rest apply to them as to the train employees.

"If the work of the switchman requires uninterrupted hard work, the average per day shall not exceed 8 hours.

"Every person steadily employed in the train service shall have at least 2 days of rest per month. The period of rest of the train and locomotive employees at their respective homes shall not be less than 10 consecutive hours."

In the replies received in answer to the question, "What percentage of the employees in the various grades of service are required to work on Sunday?" the general practice of the leading roads may be studied.

[1] See United States Labor Bulletin, July, 1900.

Forty corporations, operating 112,353 miles of road, and employing 633,023 men answered this question as follows:

WHAT PERCENTAGE OF THE EMPLOYEES IN THE VARIOUS GRADES OF SERVICE ARE REQUIRED TO WORK ON SUNDAY?

1.

Impossible to make exact answer. Sunday service is not required except when requirements of the company make necessary.

2.

No employees, except telegraph operators, train hands, engine and roundhousemen, are required to work on Sunday.

3.

Car department, 10 per cent; transportation department, 25 per cent; motive-power department, 20 per cent.

4.

A very small per cent in train service are required to work Sundays.

5.

Enginemen, 20 per cent; firemen, 20 per cent; conductors, 20 per cent; brakemen, 20 per cent; station agents, 50 per cent; clerks, 10 per cent; operators, 95 per cent; mechanics (machinists, carpenters, etc.), none.

6.

No employees, except in rare cases, are expected to work on Sunday, except those in the passenger service, and the necessary operators to handle the trains.

7.

Sunday work is eliminated to the greatest extent possible; but in the train service the demands of the public require Sunday service, and the employees in this department and those closely connected with it are compelled to perform Sunday work; the Sunday service being reduced to the greatest possible extent.

8.

The only employees required to work on Sunday are those necessary to the movement of trains, which can not conveniently be suspended on that day.

9.

Station agents, operators, dispatchers, and trainmen, or about 35 per cent of the total number of employees.

10.

Thirty per cent.

11.

Small percentage; those that run Sunday trains.

12.

Probably less than 20 per cent.

13.

Demands of public require Sunday work by employees in train service and in departments closely connected with it, but it is reduced to greatest possible extent.

14.

the maintenance of way and engineering department about 20 per cent; in nechanical department about 28 per cent, which includes inspectors, repairers, cleaners, and roundhousemen; in the train-service department about 25 per

15.

bout 10 per cent of trainmen, 15 per cent of operators, and about 10 per cent agmen and watchmen.

16.

To fixed rule. Sunday work reduced to a minimum and dependent upon ount of freight and passenger traffic to be handled; varies in different seasons.

17.

n the transportation and machinery departments all stations, warehouses, and ices for receipt or delivery of freight are closed on Sunday and practically none the employees in these grades are required to be on duty. In engine, train, and rd service the requirements vary according to the volume of business. In busy asons it is customary to move many trains; at other times but a small number. is probable that in engine, train, and yard service one-half the employees are metimes required to work on Sunday, the proportion being greater in a heavy ason and less in a light season.
In the road department, probably 10 per cent.

18.

General officers, 100 per cent; general office clerks, 5 per cent; station agents, 50 er cent; other station men, 5 per cent; enginemen, 80 per cent; firemen, 80 per ent; machinists, 5 per cent; carpenters, none; other shopmen, 5 per cent; section oremen, none; other trackmen, none; switchmen, flagmen, and watchmen, 100 er cent; telegraph operators and dispatchers, 90 per cent; other employees and aborers, none.

19.

Sunday work is required of a very small percentage of our employees in train and engine service.

20.

In the operating department 20 per cent of all employees work on Sundays.
In the mechanical department shop employees do not work Sundays except for necessary running repairs to such trains as are operated on Sundays. Probably not to exceed 15 per cent of employees in the mechanical department work Sundays.

21.

Twenty per cent.

22.

About 15 per cent.

23.

Sunday work is required of a very small percentage of our employees in train and engine service.

24.

Some in mechanical and train service departments.

25.

Outside of employees actually engaged in the running of trains, which would include trainmen, enginemen, and a few operators and train dispatchers, other employees are not required to work Sundays, except watchmen and others engaged in the protection of the company's property.

26.

About 20 per cent.

27.

I can not answer this question accurately, but would estimate not exceeding 10 to 15 per cent.

28.

But a small percentage of all employees are required to work on Sunday, practically only those in train and engine service, amounting to about 3 per cent of the whole number.

29.

About 50 per cent.

30.

Station agents, all; other station men, 10 per cent; engineers, firemen, conductors, and other trainmen, all; machinists, carpenters, and other shopmen, 1 per cent; section foremen and other trackmen, none; switchmen and flagmen, operators, and dispatchers, all; other employees, 2 per cent.

31.

None, except employees of the operating department.

32.

About 10 per cent of our employees are required to work on Sunday.

33.

The only employees usually working on Sundays are those in train and yard service, yardmen, employees of floating equipment, train dispatchers, enginemen and roundhousemen, and such stationmen and telegraph operators as required for the movement of trains. They comprise, in all, between one-fourth and one-third of the total number of employees.

34.

About 20 per cent.

35.

Sunday work is dispensed with in all grades of service wherever it is possible to do so, the principal work of this character being performed in connection with the movement of passenger trains and the perishable freight trains.

36.

Eighteen per cent.

37.

Very few of the employees, excepting train and station service, are required to work on Sunday. Probably 50 per cent of those departments work on Sunday.

38.

Trainmen, 25 per cent; stationmen, 55 per cent; trackmen, 16 per cent; telegraph service, 60 per cent; motive-power department (all classes of labor), 25 per cent.

39.

Engineers, firemen (white), conductors and trainmen (white), 50 per cent; operators, stationmen and yardmen, 100 per cent; shopmen, 10 per cent; laborers and section foremen, none.

40.

Conditions vary at different seasons of the year. As a rule no work is done on Sunday other than the movement of passenger trains, fast freights, and sufficient other freights to keep yards clear and to economically move power.

it is impossible from these replies to form any estimate of the exact number of en required to work on Sunday. It will be readily seen that regular Sunday ork, to any extent, is mainly confined to certain departments of railroad serv-e, namely, to trainmen, station agents, operators, telegraphers, and engineers, remen, and conductors, required to handle Sunday passenger traffic and perish-ble freight. The percentage of this class of men required on the different roads r Sunday work seems to vary from about 15 to 50 per cent. In a few cases l the operators, stationmen, and yardmen have Sunday work. Telegraphers verage rather higher than any other class, taking a large number of roads into nsideration, probably 60 to 90 per cent being required for Sunday work.

The constitutionality of legislation prohibiting Sunday labor has been decided i the courts and such legislation has been sustained. One recent decision of nterest was rendered by the supreme court of North Carolina in the State *v.* South-rn Railway Company (25 Southeastern Reporter, p. 862.) The case was brought p in a superior court of Guilford County, North Carolina, and the Southern Rail-vay Company convicted of the violation of the statute prohibiting the running f trains on Sunday. The company appealed to the supreme court of the State, vhich rendered a decision on December 10, 1896, confirming the judgment of the uperior court. The question of issue was whether the statute (Code Section 1973) vas in violation of regulations affecting interstate commerce. The court held hat the legislature, in the exercise of its police power, had the right of prescrib-ng a rule of civilized conduct for persons within her jurisdiction, and that such a law was valid unless Congress shall have passed some statute which supercedes that act by prescribing regulations for the running of trains on the Sabbath on all railway lines engaged in interstate commerce. The decision also stated that Congress is unquestionably empowered, whenever it may see fit to do so, to super-cede by express enactment on this subject all conflicting State legislation.

PART II.—THE REQUIREMENTS OF RAILWAY SERVICE.

§ 6. GENERAL REQUIREMENTS AND REGULATIONS FOR ADMISSION TO SERVICE.

A large proportion of the grand total of nearly a million of railway employees in the United States, probably at least 25 per cent and perhaps as much as one-third, are unskilled laborers. For these the conditions of employment are naturally the same as in all other industries—physical health and willingness and ability to perform manual labor. When one speaks of the qualifications of the railroad service he usually refers to the skilled employees in the shops, train service, or stations and offices. For these places railroad corporations in this country are anxious to secure men having, first of all, a good general common-school education, who are willing to begin at the bottom or with the lowest-paid work in one of the several general groups, and work their way into that department of service and that relative position for which experience and native ability combined may best fit them. The better general training and education a man has, the more likely he is to advance rapidly, but it is none the less necessary, from the point of view of the railroad corporation, that he begin at the bottom in order that he may become familiar with every detail of a complex industrial enterprise. It is therefore not unusual for college graduates to start as railroad firemen or to begin in the shops.

The conditions for admission for some highly specialized work, such as that of engineers on fast express trains, demand severe physical examinations to test eyesight, hearing, etc.; and for all the departments of service, except unskilled laborers, some technical examinations are required. Thus, for example, an applicant must pass an examination upon the rules in the department of service for which he applies, and after being admitted to the service all employes must pass frequent tests of their familiarity with the rules. Classes are held from time to time by superior officers charged with the duty of examining employees, at which test cases are submitted and discussed for the purpose of illustrating the application of rules in various emergencies that may arise.

The following replies, received from 40 railroads, covering 112,353 miles of road, or over 59 per cent of the total mileage of the country, and affecting in their operation 633,023 employees, fairly illustrate the existing conditions throughout the country with respect to the question of requirements of railway service:

REQUIREMENTS FOR ADMISSION TO VARIOUS GRADES OF SERVICE.

1.

Examinations—technical, intellectual, and physical.

2.

Good health and knowledge of requirements of the service which is entered.

3.

Fitness, age, habits, past record, etc., as per application blank as follows:

Application for employment.

[All applications for employment on the —— Railroad must be made on this blank and in ink; and when the applicant enters the service, heads of departments will retain the application, properly indorsed, on file.]

1. Name in full (no initials).
2. Present address.
3. For what position?
4. Nationality.

Age —— years last birthday.
. Where born.
. Married or single.
. Height.
. Weight.
. By whom employed at present? Where?
. No. ——, street ——, town or city ——, State of ——.
. In what capacity are you employed by them?
. Where does your family or nearest relative live? No. —— street, ——.
. Town or city ——, State of ——.
. What is his (or her) name?
. Are you crippled or deformed? If so, in what manner?
. Is your eyesight or hearing defective, and to what extent?
. Are you able to distinguish colors?
. Are you subject to any sickness or infirmity which might prevent you from attending to your ties? If so, what?
0. Are you temperate in your habits? Do you use intoxicating drinks?
1. Do you ever play games of chance or gamble in any way whatever?
2. Were you ever rejected by a guarantee or surety company? If so, for what reason?
3. Were you ever suspended or discharged from a position? By whom, and for what cause?
4. Have you ever been employed by the —— Railroad before? If so, state when, in what capacity, on what division, and cause of leaving.
5. If engaged in any other business or speculation, what kind?
6. State what railroad experience you have had, giving names of roads, in what capacity employed, ngth of service on each road. If you have not previously been employed by a railroad company, ate by whom and when and where you were employed.

[Applicant must here give his (or her) history for the last 5 years, beginning with his (or her) posi-on of 5 years ago, and giving each year in regular order down to date in following blank]:

Name of railroad or other employer.	Town or city at which employed.	Name of State.	Name and present address of employer.	What was your occupation?	Date you entered their service.	Date you left their service.

I hereby certify that I can read and write the English language, and that I personally filled out this application, and declare that the foregoing answers made by me are true.

(Applicant's signature) —— ——.

Date, —— ——.

The following certificates must be signed by respectable citizens, and the applicant is cautioned that inasmuch as the references on this paper will be called upon for such detailed (written) information as to ability, industry, character, habits, etc., as they can give, he should be careful to secure those who know him well, especially in his occupation, and who will be willing to furnish such information in greater detail when asked.

Certificate No. 1.

I, —— ——, of ——, ——, have been personally acquainted with —— ——, the foregoing applicant, for —— years, and believe him to be of good moral character, honest, of temperate and industrious habits, and in all respects fit for the position he describes in his application; and I do hereby consent that this certificate may be published for public information whenever necessity or expediency requires.

(Signed) —— ——,
(Address) —— ——.
(Business) —— ——.

Certificate No. 2.

I, —— ——, of ——, ——, have been personally acquainted with —— ——, the foregoing applicant, for —— years, and believe him to be of good moral character, honest, of temperate and industrious habits, and in all respects fit for the position he describes in his application; and I do hereby consent that this certificate may be published for public information whenever necessity or expediency requires.

(Signed) —— ——,
(Address) —— ——.
(Business) —— ——.

4.

Perfect physical health in train-service department, and capability for doing the work required in all other departments.

5.

Enginemen.—Promote from firemen. (Do not employ.)

Firemen—Requirements.—Not under 21 or over 27 years of age; physically, robust; physical proportion, normal; health, good: eyesight, perfect; hearing, perfect; character, good; habits, free from dissipation; education, at least common school.

Conductors.—Promote from brakemen. (Do not employ.)
Brakemen—Requirements.—Same as for firemen.
Mechanics (machinists, carpenters, masons, blacksmiths, etc.)—Requirements.—Competent (demonstrated by trial); not over 35 years of age; physically, robust; physical proportion, normal; health, good; eyesight, good; hearing, good; character, good; habits, free from dissipation; education sufficient.
Station agents.—Promote from telegraph operators, clerks, etc. (Do not employ).
Clerks—Requirements.—Competent (demonstrated by trial); health, good; eyesight, good; hearing, good; character, good; habits, free from dissipation; education, sufficient.
Telegraph operators—Requirements.—Competent (demonstrated by trial); health, good; eyesight, good; hearing, good; character, good; habits, free from dissipation; education, sufficient.

6.

Good moral character.

7.

The requirements vary according to the branch of service into which the applicant is to enter; he must come within certain age limitations, be of sober habits, of good character, and fit physically and mentally for the particular service he is to render. Applicants for position in the train service are required to pass a physical examination, particularly as to eyesight, hearing, and general capacity for the work in view and freedom from the use of intoxicating liquors.

8.

Employees are received into the service, discharged from it, or promoted in accordance with their adaptability and fitness for the service required, as determined by the employing officer.

9.

In general no further requirements for admission to the service than applicants should be of good character, in good health, and suited for the position they are to fill in age and acquirements. Trainmen are required to pass an examination as to their sight and hearing, ability to read, write, and cipher readily, and particularly as to their acquaintance with the rules governing the movement of trains. Enginemen are also examined on machinery. Men of over a certain age are not employed, the limit being 40 years for engineers, 32 years for experienced firemen, and 24 years for inexperienced men.

10.

No person is permitted to enter the service of this company until proven by examination by the head of the department that he is qualified for the position.

11.

Examination as to fitness.

12.

For persons first entering railway service, evident ability to readily master the requirements to become reasonably proficient in the branch of the service in which they seek employment. For certain branches of the operating department a physical examination is required. All must have a good moral character and be of temperate habits.

13.

Varies in different branches of service. Applicants must be of good character, sober habits, come within certain age limitations, and be in good physical and mental condition; and in engine, train, station, and yard service, must also pass a physical examination as to eyesight, hearing, etc.

14.

In the departments requiring clerical help, a common-school education, fair penmanship, and where stenography and typewriting is necessary they must also be educated in that line. In train service they must be able to read and write the English language, see and hear to meet the requirements of the law, be sound in body and limb, and of good moral character. In the mechanical department, a common-school education is required. Apprentices entering the service, should

they be under age, a release signed by the parents absolving the company from responsibility in case of personal injury is required. Experienced applicants for positions are required to state how long an apprenticeship they have served, where and how long they had previously worked and cause for leaving last employment. In the engineering department a technical education is required. In the roadway and track department, sobriety and ability to perform the labors assigned are required.

15.

Applicants for train service are required to pass test as to hearing and eyesight, and to have a fairly good common-school education; they, and all other applicants, are required to be of good moral habits and physically able to perform the service required of them.

16.

For positions above that of laborer, fair education; satisfactory references from former employers; and in case of employees connected with train services, general examination on train rules, color perception, visual power, and hearing.

17.

In the transportation and machinery departments:

As specified on blank form of application for employment; also as described in the rules of the transportation department governing matter of employment, as follows: "Applicants for employment must be of sound health, free from physical, mental, or moral infirmities, and produce satisfactory evidence of previous record, character, and ability. Employees will be selected from applicants whose character, intelligence, physical capacity, and general appearance indicate that their services will be efficient and satisfactory, and who are likely to develop ability sufficient to merit advancement in the service. For positions above that of laborer, no person will be employed who can not read and write the English language, or who does not possess a knowledge of the rudiments of arithmetic. Persons deficient in hearing, visual power, or color perception, shall not be employed in any branch of the service involving the use of signals, or the movement of engines or trains. Minors shall not be employed in train, yard, or engine service. Employees dismissed from the service will not be reemployed without the consent of the head of the department or division from which dismissed, and the approval of the assistant general superintendent. Applicants for reemployment or reinstatement must undergo the same examinations as applicants for employment." And as covered by the rules of the surgical department relative to physical examinations.

In the road department: The majority of the employees in this department are common laborers, and there are no special requirements for admission to the service other than physical ability to perform the labor required, and being of the age of 21. In selecting men for the higher grades of service we select those who have a technical education to fit them for the requirements of the position, and they are also usually required to come up through the lower ranks, which, of course, gives them the necessary experience.

APPLICATION FOR EMPLOYMENT.

Applicants for employment in the following grades of service with this company are required to undergo a thorough examination to determine their visual power, color perception, hearing, and physical qualifications generally, to perform the duties of the position which they seek to obtain:

Station agents, telegraph operators, station baggagemen, enginemen, firemen, hostlers, conductors, collectors, train baggagemen, brakemen, train porters, yard masters, switchmen, towermen, switch tenders, and such other grades as may be required.

All applications for employment must be made in duplicate on Form ——, two copies of which will be furnished to such applicants as superintendents or other employing officers may select; the blanks must be carefully and correctly filled, and all questions must be answered; all answers must be in ink, the application in the handwriting of the applicant, and each voucher in the handwriting of the signer thereof; applications executed or dated, or the vouchers of which are executed or dated, more than 30 days before the date of filing, will not be accepted.

When both copies of the application blank are filled out, they shall be delivered to the employing officer from whom received, by whom they shall be examined; if both copies are in correct form, they shall be returned to the applicant, together

with an order on Form ——, addressed to a company's examining surgeon, directing that a physical examination be made; the applicant will deliver both copies of the application blank, together with the order, to the surgeon designated, who will conduct the examination and certify to the result in the place provided upon the blanks therefor, sending one copy to the employing officer signing the order for examination, and the other copy to the chief surgeon direct.

If the report of the examination be satisfactory to the chief surgeon, he will forward his copy of the application to the chief claim agent for file; if he does not approve the findings he will advise the superintendent of the division immediately of his exceptions, and communicate with the examining surgeon.

An examination fee of $1 is paid by the company in all cases to the surgeon conducting the examination. Employing officers in charge of pay rolls are instructed to deduct $1, examination fee, upon the pay rolls in favor of the company, from the first month's wages of all applicants accepted and assigned to service. The examination fee of rejected applicants, or those who may not be given employment, will be borne by the company.

Persons of the various grades named may be allowed to enter the service on probation after they have passed a satisfactory physical examination; but no applicant will be considered an accepted employee until the superintendent has affixed his written approval to the application, of which notice will be given to the applicant.

Questions.	Answers.
1. For what position do you apply?	
2. What is your name in full? [Give your first name in full, your middle initial or initials, if you have any, and your surname in full.]	
3. (*a*) Where were you born?	(*a*)
(*b*) What was the month, day, and year of your birth?	(*b*)
(*c*) What was your age on your last birthday?	(*c*)
4. What is your actual residence?	State of ..... City of ..... Street and No .....
5. (*a*) Are you married or single? [If married, give your wife's first name and her residence.]	(*a*) ..... State of ..... City of ..... Street and No .....
(*b*) If you are not married, give the residence of your parents or other nearest living relative, specifying relationship	(*b*) ..... State of ..... City of ..... Street and No .....
6. Are any persons dependent upon you for support, or do you contribute to the support of any persons? [If you answer yes, give their names, relationship, and address.]	..... State of ..... City of ..... Street and No .....

Questions.	Answers.
hat is your height?	
hat is your weight?	
hat is color of your eyes?	
hat is color of your hair?	
re you employed at present?	
n what capacity?	
By whom?	
Address of employer	
Where did you last work?	
In what capacity?	
What was name of employer?	
Address of employer	
What caused you to leave such em-ment?	
10. (a) Are you addicted to the use of intoxicating liquors, morphine, or opium?	(a)
(b) Have you ever been addicted to the use of these articles?	(b)
11. (a) Have you ever been in the employ of the —— R. R. Co.?	(a)
(b) If so, give location, capacity, and date	(b)
(c) Cause of leaving such employ.	(c)
12. (a) Have you ever before made application to this road for employment? [Give date and to whom.]	(a)
(b) Have you been subject to physical examination by any surgeon of this company? [Give name of surgeon.]	(b)
(c) Were you accepted or rejected?	(c)
13. (a) Is your eyesight good?	(a)
(b) Can you distinguish colors?	(b)
(c) Is your hearing good?	(c)
(d) Are you in sound health?	(d)
14. Have you any relations in the service of this company? [Give names, relationship, position, and location.]	

15. State in proper form below what railroad experience you have had:

Name of railroad.	City or town at which employed.	Name of State.	Name and present address of employing officer.	Your occupation in such service.	Date you entered such service.	Date you left such service.

16. Have you ever been dismissed from any situation? [Give particulars as to number of times, when and where.]

17. Have you ever been injured? [Give place and time and extent of injury.]

18. Have you now or have you ever had any litigation with any railroad company? [Give particulars.]

I do hereby make application for employment in the service of the ——— ———, and accept all the conditions under which this application is made; and if employment is obtained I agree to assume all the risks and dangers incident thereto and to abide by the rules of said company.

(Sign here.) ——— ———.

My present address is———.

Dated at ——— this —— day of ———, 190 .

NOTE.—The following oath must be taken before an officer authorized to administer oaths for general purposes:

STATE OF ———, *County of* ———, *ss:*

Before me, the undersigned, this day personally appeared ——— ———, who being first duly sworn, upon his oath doth say that he is the person described in the foregoing application; that the answers given are in his own handwriting; that the name signed by him thereto is his own, and that each and every answer and statement made in the foregoing application is true.

Sworn and subscribed before me this —— day of ———, 190 , at ———, county of ———, and State of ———.

[SEAL.] (Signature of officer.) ——— ———.

(Official title.) ——— ———.

Every applicant must furnish certificates from not less than two citizens, who must be at least 21 years of age, and who are personally acquainted with the applicant. Certificates will not be accepted from the father, mother, sister, brother, husband, wife, or child of the applicant, and not more than one certificate will be accepted from a relative of a more remote degree.

VOUCHER NO. 1.—CERTIFICATE OF CHARACTER.

I, the undersigned, a citizen and more than 21 years of age, hereby certify and declare upon my honor, that I am by occupation a ———; that I now reside in ——— County of ——— and State of ———, having resided there since ——— 190 ; that I am personally acquainted with ——— ———, the applicant hereon, and that the answers made by me to the following questions are in my own handwriting, and are true to the best of my knowledge and belief:

Questions.	Answers.
1. How long have you been acquainted with the applicant?	

Questions.	Answers.
re you related to him? [If so, give the degree of relationship.]	
s the applicant addicted to the use of intoxicants, morphine, or opium?	
Has the applicant ever been addicted to the use of these articles?	
Is the applicant of good moral character and repute?	
Are you aware of any circumstances tending to disqualify the applicant for the service he seeks?	
Would you, yourself, trust the applicant with employment requiring honesty and reliability?	

Date ——— ———, 190 .

Signature ——— ———.
Address ——— ———.

SURGEON'S CERTIFICATE OF EXAMINATION.

To be filled out after a personal examination of the applicant, and signed by the company's examining surgeon at any of the following points [here follow the names of 26 of the main stations on the company's lines].

Report of the result of personal examination by me of Mr. _____
[The applicant must sign his name above in presence of surgeon.]

Applicant for position of ———.

1. When placed at a distance of 20 feet from the test types, the last five letters read carefully by the applicant are:

Left eye ———.

Right eye ———.

2. (*a*) The applicant selects skeins numbered as follows, as being the same color as test skein (*A*): ———.

(*b*) The following as being the same color as test skein (*B*): ———.

(*c*) The following as being the same color as test skein (*C*): ———.

3. The applicant hears the tick of the watch with the right ear at —— inches; with the left ear at —— inches. For ordinary conversation at a distance of 20 feet, the hearing is ——— (expressed in fractions.)

I hereby certify, that having examined the visual power, color perception, and sense of hearing of the applicant herein, and his physical condition in general, I find him { qualified / disqualified } to fill the position of ——— ———. I certify further that there is evidence of his having been successfully vaccinated, and that he is not suffering from any disease or disability, nor does he manifest any evidence of an abuse of intoxicating liquors.

Disqualifying defects ——— ———.

Defects that do not disqualify ——— ———.

(Signature of surgeon making examination) ——— ———.

Surgeon at ——— ———.

Date of examination, ——— ——— 190 .

18.

Proof of honesty, good character, sobriety, capability, and good physical condition.

19.

Ability to read and write the English language, and physically in good condition.

20.

In the operating department it is required that the applicant be of age, sound in body and mind, possessing the ability to read and write, and with some experience in the line of service in which he is seeking employment.

In the mechanical department engineers must be under 45 years of age at the time of entering the service; must possess good eyesight and hearing; must have a fair knowledge of time-table rules and signals: must pass the examination of a trainmaster, and also a mechanical examination relating to locomotives. Firemen must not be over 30 years of age when entering the service, and preferably between the ages of 21 and 26; they must be of good strong physique, have good eyesight and hearing, be able to read and write, and have a fundamental knowledge of arithmetic; they must also be familiar with train and engine signals and pass the examination of a trainmaster. Shopmen, consisting of mechanics and laborers, are not required to pass an examination, and, unless employed for temporary service, must not be over 45 years of age.

21.

A candidate as engineman, fireman, conductor, brakeman, switchman, laborer, etc., must be able to read and write, and be generally intelligent, free from all bodily complaint, and of strong constitution. The candidate must produce testimonials of character from some person of responsibility and position, by whom he is personally known; these, with the nomination, will be submitted on the candidate's appearing for examination, and it will be decided whether he is a proper person to be appointed.

Appointments are made on the distinct understanding that the parties hold themselves in readiness to proceed to duty immediately on being summoned, their pay being allowed from the date of employment and that they reside wherever required.

If the bodily health of the applicant is not known to the party to whom the application is made, a physician's certificate must accompany the application. These conditions are subscribed to by all persons entering the service.

22.

All enginemen, train and yard conductors and brakemen, switch tenders, etc., must be able to read and write; must be in good physical condition, and temperate in their habits. Unless the applicant is personally known to the officer authorized to examine and pass upon him he must bring letters of recommendation from some responsible party.

23.

Ability to read and write the English language and physically in good condition.

24.

Physical and educational examination.

25.

This depends absolutely upon the department in which the service is wanted. All employees are required to be of good, moral character, good habits, temperate, and to be able to read and write the English language.

For train and engine service they are also required to be physically sound, and their vision and hearing to come up to a certain standard.

26.

Examination as to their duties.

27.

In the case of new men entering the service, or those advanced therein for promotion, they are subjected to a rigid examination on the rules and regulations of the company, sight, hearing, and color perception.

28.

Enginemen and trainmen: Men are required to pass a physical examination, including eye and ear, and must pass a satisfactory examination on the company's transportation rules. Each employee is furnished with a book of rules.

ators: In addition to being competent, telegraphers are required to pass tory examination upon the book of transportation rules so far as it affects ies of their positions.
loyees in all other departments are not required to pass examinations, their being largely clerical, general efficiency governing.

29.

eral understanding in different branches of the service as to intelligence, al condition, and moral habits.

30.

is a broad question, there being so many different branches of service, and nswer can only be capability, good character, and applicants having desir- eferences as to ability in the specific branch of the service in which they mployment.

31.

ucational and physical.

32.

r only requirements for admission to the service are good moral character sufficient education to fill the position in the grade in which employment is ed, the latter being determined by examination.

33.

train and station service, all applicants for employment are examined and l physical condition is exacted. In other branches of the service, persons ifestly suffering from any ailment are not employed. Only those less than 50 rs of age are employed. In employing men we give full consideration to their lifications for filling positions to be assigned them.

34.

ertificates as to character, habits, and proficiency.

35.

Applicants in order to obtain positions in the employ of the company are quired to be under 35 years of age, and the qualifications and requirements cessary to enable them to secure employment vary in the different departments cording to the nature of the work or service to be performed. Applicants for erkships, etc., are generally required to pass a satisfactory examination in ithmetic, penmanship, composition, etc.
Applicants for positions in the train service must have certain physical quali- cations, and also have good eyesight, "color sense," hearing, intelligence, etc. ppointments to mechanical positions in shops, etc., are selected from mechanics ho are skilled in their respective trades, and have thorough knowledge of the achinery or work upon which they will be employed. Maintenance of way orces, etc., and lower grades of manual laborers are not required to have any pecial qualifications, other than to be physically able to perform the work ssigned to them.

36.

These requirements vary according to service, from mere physical ability to perform certain manual labor to ability to pass a close examination as to physical and mental fitness for the work to be performed.

37.

Requirements for admission to various grades of service. With the exception of train service, simply make application and present any letters of recommen- dation they may have. In the train service there are regular printed blanks to be filled out, showing age, former experience in train service; blank also provides for a medical examination.

38.

Train, station, telegraph, and motive-power service—requirements: Must not be less than 21 years of age; physical and mental fitness; satisfactory evidence as to character, habits, and previous training; pass satisfactory examination as to "color sense," vision, and hearing; knowledge of time-table, rules, and regulations.

Track and bridge service—requirements: Temperate habits; physical and mental fitness; manual skill.

Electrical service—requirements: In electric service only 2 classes where anything except experience and general ability is required. These are engineers in the State of Massachusetts, who are required under the laws of that State to have first-class engineers' licenses, and motermen, who are required to pass examination as to their knowledge of electrical apparatus, train rules, air brake, sight, and hearing.

39.

For enginemen, trainmen, dispatchers, operators, section foremen, and others whose duties are connected with the operation of trains—requirements: A thorough examination on rules for the position applied for, also a physical examination; for other employees, fitness as to capability and character and a physical examination.

40.

Examination in accordance with blanks as follows:

(1) In the operating department questions asked for examination chiefly for promotion in the service upon the locomotive and air brake are the following:

1. At what age and where did you first enter the service of a railroad company, and in what capacity? State character of service since then.
2. When did you enter the service of this company, and in what capacity have you been employed since?
3. What are your duties as an engineman when you come to take charge of an engine?
4. With what tools and signals should an engine be equipped?
5. What are your duties as an engineman after the engine is coupled to the train?
6. What is the proper position of reverse lever when starting a train?
7. What is the proper position of reverse lever when train is well under way?
8. What is the propor position of reverse lever when steam is shut off and engine in motion?
9. What is the position for reverse lever when engine is at rest?
10. After starting, how can an engine be run most economically?
11. Why should the throttle valve be kept well open?
12. How should steam be admitted to cylinders in starting a train?
13. Why?
14. How should a boiler be fed?
15. When is the time most favorable for working pumps or injectors?
16. On grades and approaching a summit, how should water in a boiler be carried?
17. If it is necessary, after passing over a summit, to pump up a gauge or more of water, what should be the condition of the fire, and why?
18. If there is an ample supply of water after passing over a summit, what should be the condition of the fire?
19. If the water in a boiler became disturbed or foamed, what would you do, and how would you ascertain whether it was foaming or being overpumped?
20. What usually causes foaming?
21. Would you examine for the cause of foaming? If so, where?
22. If the water in the boiler became so low that none came through the bottom gauge cock, what would you do?
23. Would you depend on the sound of the gauge cock for the location of water in the boiler? If not, how would you locate the water in the boiler?
24. How should an injector be started and worked?
25. How should an injector be stopped?
26. If both injector and pump failed on the road, what would you do?
27. If the water in the boiler was too low to allow time for this examination, what would you do?
28. If an engine had a pump on one side and an injector on the other, and the pump side became disabled so that you had to take down main rod, in case the injector failed how would you get water into the boiler?
29. How can an injector be converted into a heater?
30. If both tank valves become disconnected, what should be done?
31. With what make of cylinder lubricator is the engine equipped that you have been firing, and what kind of oil should be used in the lubricator?
32. Explain how you fill this lubricator with oil and how you start it to work.
33. Explain how you shut off the lubricator so as to stop its feeding oil to the steam chests.
34. If one of the feed glasses should break, what would you do?
35. If the gauge glass should break, what would you do?
36. At the end of the trip how would you leave the different valves on the lubricator?
37. Give general description of the valve motion on engine which you have fired.
38. What is lead?
39. What is the effect of inside lap?
40. What determines the amount of lead?
41. What is accomplished when the reverse lever is hooked toward center of rack?
42. Explain how steam passes from the boiler into the cylinder.
43. If main valve should break, what would you do?

44. If a valve yoke should break, how could you determine which side was disabled?
45. Why should engine be placed at half-stroke on the side you wish to test?
46. After broken yoke is located, what should be done?
47. If upper rocker arm should break, what would you do?
48. If lower rocker arm should break, what would you do?
49. If an eccentric strap or rod should break, what would you do?
50. If the right back-motion eccentric should slip, how would you reset it?
51. Explain how the mark made on valve rod while engine is in forward gear aids you in setting the slipped eccentric.
52. If both eccentrics on one side should slip, how would you reset them?
53. If a link saddle or lifter should break, what would you do?
54. With a broken saddle or lifter, in what way would you lose control of the engine?
55. If the reverse shaft should break, what would you do?
56. If reach rod should break, what would you do?
57. If reverse lever should break, what would you do?
58. If valve seat should break, what would you do?
59. If steam chest should break, what would you do?
60. If a steam pipe should break, what would you do?
61. How can a leak in the main valve be distinguished from one in the piston?
62. If a crosshead should break, what would you do?
63. If the blow-off cock should blow out or break off, what would you do?
64. If a hole was knocked in the boiler in any way, what would you do?
65. If a safety valve or whistle should blow out, what would you do?
66. If a flue should burst, what would you do?
67. If you had no wooden flue plugs, what would you do?
68. If a bolt or rivet should blow out, what would you do?
69. If a balanced throttle valve becomes disconnected inside and closes, what should be done?
70. If the throttle valve became disconnected inside and could not be closed, what would you do?
71. In very cold weather, what would you do to prevent feed pipes from freezing?
72. If the fire was to be drawn in cold weather, what would you do to prevent engine freezing up?
73. Why are driving-box shoes and wedges used?
74. How should wedges be set up?
75. If a cylinder head should break or blow out, what parts would you disconnect?
76. If the cylinder packing should drop and blow badly, how would you determine which side was down?
77. If an engine-truck wheel or axle under a forewheel connected engine should break, what would you do?
78. If an engine-truck wheel or axle under a consolidation engine should break, what would you do?
79. If a tender-truck wheel should break, what would you do?
80. If a tender-truck axle should break, what would you do?
81. If the front tire on a consolidation engine should break, what would you do?
82. If the main tire should break, what would you do?
83. If the rear tire should break, what would you do?
84. If front driving axle should break between wheel and driving box, what would you do?
85. If front driving axle should break between boxes, what would you do?
86. If main driving axle should break between wheel and driving box, what would you do?
87. If main driving axle should break between boxes, what would you do?
88. If third driving axle should break between wheel and driving box, what would you do?
89. If third driving axle should break between the boxes, what would you do?
90. If back driving axle should break between wheel and driving box, what would you do?
91. If a back driving axle should break between boxes, what would you do?
92. If a rear crank pin should break, what would you do?
93. If main crank pin should break, what would you do?
94. If a driving spring, equalizer, or hanger should break, what would you do?
95. How should the side rods on a 10-wheel engine be keyed up?
96. Why is engine placed on dead center, and why is center brass keyed first.
97. Can the side rods be keyed too long or too short when engine is not on a dead center?
98. If too long or too short, at what part of the stroke will the strain be?
99. If back side rod on a mogul engine should break, what would you do, the knuckle joint being between front and main drivers?
100. If front side rod should break on a mogul engine under the same conditions, what would you do?
101. If back side rod on a consolidation engine should break, what would you do?
102. If front side rod on consolidation engine should break, what would you do?
103. If a center side rod on a consolidation engine should break, what would you do?
104. If a main rod should break, what would you do?
105. If the back spade-handle strap on a consolidation engine should break, what would you do?
106. If one side rod is removed, why is it necessary to take down its mate?
107. If an engine runs off the track in such a way that portions of the fire box or flues are not covered by water, what would you do?
108. If the fire has to be drawn, or the train given up for any reason, what must be done at once?
109. In what condition should an engine be left with steam ready for service?
110. What are the essential parts of the Westinghouse automatic brake?
111. Give a description of the triple valve, and state how it operates. Explain why it is called a triple valve.
112. What is the principle of the engineer's equalizing discharge brake valve? How does it work? Name the different positions of this valve. In making a service stop, why must the brake-valve handle not be moved past the position for service application?
113. How should the air pump be started? What kind of oil should be used in the air end of pump? What kind of oil should never be used in the air end of pump? What kind of oil should be used in steam end of pump?
114. How many pointers are there on air-pressure gauge, and what does each one represent?
115. Give a description of the pressure-retaining valve, and state how it should be used.
116. What is the maximum air pressure allowed on this road? What pressure should you have before coupling on train? What controls the air pressure in train line? Is pump governor always connected to train line?
117. How is the Westinghouse automatic brake applied and released?
118. Where does the compressed air come from that enters the brake cylinder when the automatic brake is applied in service stop? Where does the air come from that enters the brake cylinder when emergency stop is made?

119. If there is a leak in the train pipe or any of its connections, what effect will that have on the brake?
120. When should the emergency application of the brakes be made?
121. Why is it necessary to have excess pressure, and what amount should be carried? In what position should the handle of the engineer's equalizing valve be placed in order to get excess pressure?
122. Why is it dangerous to apply and release the brake repeatedly in making a service stop?
123. In making a service stop with a passenger train, except on heavy grades, should the brake be kept on until the train comes to a dead stop? With freight and coal trains should the brake be kept on until the train comes to a dead stop?
124. With freight or coal trains which are only partially equipped with air brake, how should the brake be applied in order to prevent shocks?
125. Why do we have leakage grooves in brake cylinders, and as a rule how much air is it necessary to discharge from train pipe to force piston by the leakage groove?
126. What is meant by piston travel, and what is the proper piston travel for tender brake? What is the proper piston travel for driver brake?
127. How is the slack taken up to secure this adjustment, and what is necessary in order to have the brake on all the cars and tender work alike?
128. In what way should the air brake be tested after engine has been coupled to the train, and before starting out?
129. If after making this test you felt that some of the brakes were not released, what would you do?
130. If it is found that the train is dragging at any time, without a rapid fall of the black pointer, what would you do?
131. If the brakes should go on suddenly, and not operated by the engineer, what would you do, and to what cause would you assign this?
132. What should be borne in mind when a car is picked up and in switching with an air-brake train, and picking up uncharged cars, how would you proceed?
133. Before uncoupling any cars in an air-brake train, or before cutting the engine off from such a train, why must the brake be released? What must be done with a hose coupling that is not coupled to another hose, such as the rear hose on tender or cars?
134. If a train breaks in two, how must the brake be handled on the cars attached to the engine, and how must the brake be handled after the different portions of the train have been coupled together?
135. In cold weather, if the brake on tender would not work, what would you do?
136. If the air pump became disabled, what would you do?
137. If the driver brake or tender brake should be damaged so that it could not be used, how would you cut it out?
138. When two or more engines are coupled together, which one should do the braking?
139. How would you proceed to give the engineer on the first engine complete control of the train brake?
140. Is it good policy to reverse an engine with the driver brake applied?
141. If you know that the trainmen are operating the brakes of the air-brake cars by hand, should you use the air brake?
142. When an engine is left standing alone, and the pump running, why must the brake valve not be left on lap, and what is its proper position at that time?
143. Can you, under any circumstances, have an accident chargeable to the Westinghouse automatic brake?
144 What are the essential parts of the Westinghouse train signaling apparatus, and how is it operated?
145. If a train equipped with the signaling apparatus should break in two, would the train signal give you warning of the fact; and if so, in what way?
146. If there should be a leak in any of the piping or hose connected with the train signal, in what way would that be indicated?
147. If the signal whistle in the cab should fail to operate when a trainman opens the discharge valve in one of the cars, where would you first look for the trouble?
148. Having passed this examination, are you satisfied in your own mind that you are fully competent to take charge of a locomotive as engineer?

Examined and —— recommended for promotion.

M. M. ——— Division.

(2) *Questions asked operators in regard to book of rules.*

Name?
Age?
Height?
Color hair?
Color eyes?
Weight?
Consecutive years in this company's service?
Number of years in the telegraph business?
1. Does a new time-table cancel or supersede all special rules of the old time-table?
2. What do full-faced figures on the time-table indicate?
3. When two sets of figures are shown at a station, what do they indicate?
4. When only one set of figures at a station is shown, what does that indicate?
5. If a train arrives ahead of its schedule arriving time, would you report it arriving on time or would you give the actual figures?
6. If a train leaves your station ahead of time, would you report it on time or give the actual time in figures?
7. Do you keep a record of all trains passing your station; is it made with pencil or pen and ink?
8. What color is a danger signal?
9. What color is a caution signal?
10. What combination of signals is used to stop trains at flag stations?
11. What does the explosion of one torpedo mean?
12. What does the explosion of two torpedoes in quick succession, say 200 feet apart, mean?
13. When placing torpedoes on the track, would you place them near a public road crossing or building?
14. What does one long blast of an engine whistle mean?
15. One short blast?
16. Two long blasts?
17. Two short blasts?

Three long blasts?
Three short blasts when train is standing?
Four long blasts?
Four long and 1 short blasts?
Four short blasts?
Five short blasts?
One long and two short blasts?
What does a lamp, flag, or hat swung across the track indicate?
What does a lamp or hand raised and lowered indicate?
What does a lamp, flag, or hat swung vertically in a circle indicate to a train that is in motion?
When trains are run in sections, what kind of signals do they carry?
What kind of signals represent an extra train?
How do you tell when the hind end of a train has passed you?
What color are markers?
Is a light engine classed as a train?
Is an engine with freight cars necessarily a second-class train?
Is an engine with passenger coaches necessarily a first-class train?
On what part of an engine are classification signals carried?
When an engine is running backward without a train, where are the markers carried?
In blocking trains, how far apart do you hold first-class trains?
How far apart do you hold second-class trains?
How long do you hold a second-class train behind a first-class train?
If a train dispatcher should tell you or send you a message to let trains go closer than the book rules or time-table permits, would you do so?
1. If you received a 31 or 19 order made complete to you, reading "Let 1 and second No. 77 go 5 minutes apart," would you show second 77 a copy of the order?
2. Is it your duty to deliver a clearance card to a train held for a time block?
3. At terminal starting points, where trains are required to have orders or a clearance card, do you t authority from the train dispatcher to issue the card?
4. If the wires are down, what do you do?
5. When you have train orders for any train whatsoever, do you change the train-order signal from l to white on account of the approach of any other train?
6. If you are working at an intermediate station on a single track, or a double track where one ack is being used as a single track, and the conductor of a first-class train notified you that they rried green signals to your station and had taken them down, what would you do?
7. If the wires were down, what would you do?
8. Would you report a train by your station before the markers had passed you train-order signal?
9. If a train passed your station without markers, what would you do?
0. If you could not raise the train dispatcher, what would you do?
1. Having received a 31 order, what is required of you?
2. After repeating the order and having received and acknowledged II O. K., how is the order be treated?
3. When the train to whom the order is addressed arrives you find that you have lost all the wires the train dispatcher's office and you can not get complete to the signatures, what would you do?
4. The train you are holding we will, for example, call No. 2, is overtaken by a following train, hich we will call No. 4. If you have no orders for No. 4, what would you do?
5. If No. 4 had time-table rights to go, could No. 2 flag away on No. 4's rights, and against your red gnal?
6. When you recovered communication with the train dispatcher's office, would you notify him hat had been done and require order for No. 2 to be annulled?
7. Having given II O. K. to a 31 order, would you file, destroy, or otherwise cancel the order if told o do so by the train dispatcher?
8. If you receive an order annulling an order, how do you mark the annulled order?
9. If the line fails before you have received and acknowledged II complete to a 19 order, how vould you treat it?
0. For an order to be delivered to a train at a nontelegraph station by the conductor of another rain in whose care it is addressed, what would be your duty and that of the conductor delivering it?
1. What is required of the operator to whom the conductor delivers the copy containing the signatures taken by him?
2. What do you do with your office file of train-order copies?
3. Should train orders be sent to a train which has right of track over other trains to a nontelegraph office in care of another conductor?
4. Should a single line be made between two given points without first obtaining the signatures of all trains on all tracks between such points?
5. Would you file or destroy a 19 order after acknowledging II complete, if told to do so by the train dispatcher?
6. Do you take the signatures of conductors to a 19 order?
7. When you have an order to hold a certain train for orders, does the receipt of an order to that train which has been made complete to it release your hold order and the train?
8. What is necessary to release a train after a holding order is in effect?
9. If you have an order to hold all trains westward bound or eastward bound, or in both directions, is it necessary to have the holding order annulled for each and every train before they are allowed to proceed?
0. How long is a 31 and 19 order in effect?
1. Would you issue an order restricting a train's time-table rights on a 19 order blank?
2. Would you allow a train of inferior right to use an order before getting O. K. to the order for the train of superior right?
3. In addition to your train-order signal, what other signals are necessary for additional safety?
4. Do you make a written transfer of all unfinished business to your relief? Do you require your relief to read and sign your transfer to him before leaving office?
5. If you have an order addressed to No. 70 and No. 70 carried signals, would you deliver it to all sections of that train?
6. On single track we will take for an example three stations which we will call A, B, and C are telegraph stations, B is a passing siding without a telegraph office. Trains from A to C have right of track.

At B there is a second-class train on the siding waiting to be passed by a first-class train following leaving "A," the first-class train breaks down at "A" and asks for wreck train, which is at "C." Can you move the wreck train by telegraph C to A?

(3) *Questions on machinery asked firemen for promotion.*

1. What is the first thing you do in taking the engine out of house to make a trip?
2. What is the last thing you do after making your trip on leaving your engine?
3. Locate steam when you open throttle until the time it passes to the atmosphere.
4. What is the first thing to do while out on the road if stopped unexpectedly?
5. If your engine is blowing either in valve or cylinder, how can you locate it?
6. If your engine gets lame and you will find eccentrics, links, and valve-stem connections all in proper shape, where will you locate the trouble, and how?
7. If you break a back spring hanger on a four or six wheel connected engine, which box carries the most weight on box after breaking the spring hanger?
8. Suppose you slip a back or forward eccentric, how can you set it?
9. Suppose you break a valve yoke or valve, how can you locate it, if yoke or valve, without taking off steam cover, and if it is front lip or back lip, or if valve is broken crosswise, and how will you block engine in either case?
10. What will you do if you break a valve seat?
11. Supposing you were running on close time of a Black Diamond train and came within 1 mile of side track ten minutes ahead of the Black Diamond and broke a rocker arm, what would you do to clear the Diamond?
12. Supposing you were making a similar circumstance to question No. 11, distance and time, and broke link block pin?
13. Suppose you broke side rod on right side?
14. Suppose you bursted back driving-wheel tire on right side, back side, and had to bring engine to shop backward with tire off, how would you get engine around curves, the high side on off tire? Suppose you burst front tire on four-wheel connected engine, what would you do to bring engine to shop?
15. Supposing you ran off track and bent both engine truck axles so as not to stay on track and be 20 miles from shop, how will you bring engine home?
16. Suppose you had broken flange on front engine truck wheel or tank truck wheel, what would you do?
17. Suppose you start out with two good injectors and break one, then use next one, and after going some distance, for some unknown cause, the second one will give out, what would be the first thing you would do?
18. Suppose you are running a four-wheel connected, a narrow fire-box engine in passenger service at a rate of 60 miles per hour, with engine hooked up very close, and break front hanger on back spring, so that spring will jam reach rod, after stopping at station, how will you be able to start?
19. In case you break a reverse lever, what will you do?
20. In case you break a reach rod, what will you do?
21. In case you break a link hanger or link hanger pin, what would you do?
22. Suppose you knock out front cylinder head and do no damage to cylinder, what would you do?
23. What is the proper position to put engine to key and set up wedges?
24. How can you locate a loose follower?
25. How can you locate a loose piston?
26. If engine gets to knocking and gets lame, what is the trouble, and what must be done in this case?
27. Supposing you broke a frame between boxes.
28. What damage will it do to an engine when working water?
29. How can you run in with a broken smoke-head?
30. In case you lost main key in main rod on main pin and had none to replace it, nor had wood to make one, what would you do?
31. Is it good to let an engine slip while working water, and is it good to have only one sand pipe open?
32. Suppose you lose bolts on forward motion eccentric blade at eccentric strap and had no bolts on engine to replace them, what would you do?

(4) *Questions for examination—Book of rules.*

1. Where do you find the general rules governing employees?
2. Where do you look for further special instructions?
3. What employees must have copies of these rules?
4. Would ignorance excuse violation of rules? If in doubt as to the meaning of any rule, what would you do?
5. Under whose authority are employees while on duty in the train service?
6. What persons not employees are subject to the rules of this company while on duty?
7. Where are the standard clocks on this division located?
8. From what clocks only must trainmen and enginemen take time?
9. When your duties are such as to prevent you from access to standard clocks, how are you to procure standard time?
10. When a new time-table takes effect, what does it supersede?
11. How shall all regular trains on the road, running according to the preceding time-table, be governed?
12. If, according to the new time-table, a train is behind time, what should be done?
13. If ahead of time?
14. If a new train is shown, when can it be run?
15. How many sets of figures may be shown upon the time-table for a train at any station?
16. How are regular meeting and passing points and time indicated on the time-table?
17. When there are two times (or sets of figures) given at a station, what is each?
18. When there are more trains than one to be met or passed at a given point, how is attention called to it?
19. When both the arriving and leaving time are shown in full-faced type, what does it signify?
20. If but one time is shown in ordinary type?
21. If but one time is shown in full-faced type?
22. How are the days upon which trains are to be run indicated upon the time-table?
23. What do the signs "s," "f," "c," and "q" indicate?
24. How are the trains designated on the time-table?
25. If a train is scheduled to run daily except Sunday, can it start Saturday and run Sunday in order to complete its trip?
26. What is required of all employees whose duty it may be to give signals?

27. What signals are to be used by day, and what by night and in foggy weather?
28. What does red signify?
29. What does green signify?
30. What does white signify?
31. For what is green and white combined used?
32. For what is blue used?
33. In addition to red and green signals, what other signals are used to signify danger and caution?
34. What does the explosion of 1 torpedo signify?
35. Of 2? How far apart should they be placed on the rail?
36. How far must a train proceed with caution after running over two torpedoes?
37. What is a fusee, and how is it to be used?
38. When burning on the track, how is it to be respected?
39. A flag or lamp swung across the track, or any object waved violently on the track, indicates what?
40. What are the markers?
41. Where are they displayed?
42. What do they indicate?
43. If, while on a side track, a train meets or passes you without displaying markers, how would you act?
44. Are there any trains or engines that need not display markers? If so, what?
45. What signals must be carried on the front and rear of each train on the road after sunset or in fog?
46. What signals are yard engines to display after sunset or in fog?
47. Do rules require that each car in a passenger train shall be in communication with the engine?
48. How is this done?
49. What are classification signals?
50. What trains do not carry classification signals?
51. What signals are used on a train to denote that it is followed by another on the same time and having the same rights?
52. What classification signals are carried by extra trains?
53. Are yard engines required to display these signals?
54. What does a blue flag by day and a blue light by night indicate when placed at the end of a car?
55. If necessary to remove car so protected, what will be your first duty?
56. What is your duty when it becomes necessary for you to place cars on a siding in front of cars so protected by a blue signal?
57. What is a signal for approaching stations, railroad crossings, and junctions?
58. What is the signal to apply brakes?
59. To throw off brakes?
60. What is the signal in answer to any signal except train parted?
61. What is the signal that train has parted? Should this signal be repeated, and how often?
62. What are three short blasts of the whistle when train is standing?
63. What is the signal to call in the flagman from the west or north? From the east or south?
64. What are four short blasts of the whistle?
65. What are five short blasts of the whistle?
66. What is 1 long followed by 2 short blasts of the whistle?
67. What is the signal for road crossings?
68. What is a succession of short blasts of the whistle?
69. What is 1 tap of the signal bell or blast of air whistle when the train is standing?
70. What are 2 taps of the signal bell or 2 blasts of air whistle when the train is running?
71. When the train is standing?
72. What are three taps of the signal bell or three blasts of air whistle when the train is running?
73. When the train is standing?
74. What is the signal to reduce speed?
75. When one tap of the signal bell is heard while the train is running, what must the engineman do?
76. What significance will signals of the same number of sounds have when given by other appliances than bell cords and signal bells?
77. What is the signal to stop when given by flag or lamp?
78. What is the signal to move ahead?
79. What is the signal to move back?
80. What is the signal that the train has parted, and how should it be given?
81. May these signals be given by any other means than the lamp or flag? If so, by what means?
82. What is meant by a fixed signal? On this division, where are fixed signals located?
83. How should a signal imperfectly displayed, or the absence of a customary stationary signal, be regarded, and what is your duty in regard to it?
84. State fully what the requirements are in regard to the unnecessary use of the whistle?
85. In what cases may the whistle be sounded while passing a passenger train?
86. How should a danger signal be acknowledged by the engineman?
87. Should a fixed signal be acknowledged by the engineman?
88. Where and when must the engine bell be rung?
89. At what points must the whistle be sounded?
90. When two or more engines are coupled to the head of the train, on which engine should the classification signals be displayed?
91. If only one flag or light be displayed as a classification signal, how must it be regarded?
92. Who are responsible for the proper display of all train signals?
93. When a train is being pushed by an engine at night, or when the train is obscured by fog or other causes, what signals must be displayed, and where?
94. Is there any exception to this rule? If so, where is it to be found?
95. When a train turns out to meet or be passed by another, what change must be made in the signals, and when?
96. When must the signals be again displayed?
97. When should headlights on engines be covered?
98. What signals must be used to stop a train at the flag station designated for such a train?
99. What signal must be used to stop a train at a point not a flag station?
100. What signal should be used by watchmen at street crossings to prevent persons and teams crossing?
101. What signals should be used when necessary to stop a train at such points?
102. At what points are torpedoes not to be placed?
103. What is your duty with reference to looking out for signals?
104. How are all trains designated?

105. What is a regular train?
106. What is a section?
107. What is an extra?
108. Is an engine in service on the road considered to be a train?
109. How are trains classified as to priority or right of track?
110. State the relative rights of each class?
111. Is a passenger train necessarily a first-class train?
112. Is a freight train necessarily a second-class train?
113. How are extra trains distinguished?
114. Extra trains are of what class compared with regular trains?
115. What is required of a train of inferior class with respect to a train of superior class?
116. On a single track in what direction have trains the right of track over opposing trains of the same class on this division and time-table?
117. Where is this authority to be found?
118. When trains of the same class meet on a single track, what is the duty of the train not having the right of track?
119. If you were obliged to run by a siding and back in, how would you proceed?
120. Can a first-class train arrive at a station in advance of time where only the leaving time is shown; and if so, how much?
121. How long must a train clear a train of superior class at a meeting or passing point?
122. How long must a train wait at a station before starting, after the departure of a passenger train in the same direction, when no form of block signal is used?
123. How is this done at telegraph offices under time block system?
124. How many minutes apart should passenger trains running in the same direction be kept, when no form of block signal is used?
125. How far apart should freight trains keep when going in the same direction, when no form of block signal is used?
126. How much time should a train have, leaving a station, expecting to meet or be passed at the next station by the train having the right of track?
127. What are the required clearances in such cases?
128. In case you fail to get your train entirely clear of the main track by the time required to clear a train of superior right, what must be done?
129. May a train arrive at a station in advance of its schedule arriving time, when shown? If so, under what circumstances?
130. May a train leave a station in advance of its schedule leaving time?
131. When are trains of the same class required to stop at schedule meeting or passing points?
132. At what point should the train be stopped?
133. In case the train that should be met or passed is not at the schedule meeting or passing point, how would you be governed?
134. How should all trains approach the end of a double track, junctions, railroad crossings at grade, and drawbridges?
135. Are there any grade crossings located on this division where you are required to stop?
136. What must be ascertained before leaving a junction, terminal, other starting point, or passing from double to single track?
137. How would you ascertain this?
138. When a train stops or is delayed, how should it be protected?
139. Who should protect the rear of the train?
140. Who should protect the front of the train when necessary?
141. When flagman is recalled, what should he do?
142. When a flagman of a freight train goes back to protect the rear of his train, who must take his place?
143. When the flagman of a passenger train goes back to protect the rear of his train, who must take his place?
144. When recalled by the whistle of his engine and a passenger train is due, what would you do?
145. On double track, under what circumstances may trains having work to do on the opposite track cross over?
146. When a freight train on double track crosses over to allow a passenger train to pass in the same direction, and a passenger train in the opposite direction arrives, what should be done?
147. When it is necessary for a freight train to turn out on the opposite track to allow a passenger train running in the same direction to pass, and a passenger train in the opposite direction is due, what precaution should be observed?
148. What train should be given the preference?
149. State in detail what you would do in case your train parted?
150. How must this matter be handled in case the train parts between air cars?
151. Can the detached portion be passed or moved by a following train?
152. When a train is being pushed by an engine, what precaution must be taken to insure safety?
153. May a train start from a station or leave a junction point on the time of an overdue train of the same class?
154. In case a leading section had passed such a point, would another train of the same class have a right to go ahead of following section of such overdue train?
155. How if the delayed train has arrived?
156. If both are delayed and both are ready to leave which goes first?
157. Does a delayed train that falls back on the time of another train of the same class lose its rights?
158. When do regular trains lose all their rights?
159. In case you overtake a train of the same or superior class that is disabled so that it can not move, how would you proceed?
160. If you were running the disabled train, what rights would you assume if other trains had passed you?
161. How must all messages in regard to the movement of trains or the condition of track or bridges be given?
162. By whose authority shall trains display signals for a following train?
163. What authority is required for running an extra train on double track?
164. Can an extra train be run on single track without orders?
165. Would you run extra on double track without orders in case you lost your rights on a regular train?
166. When signals displayed for a following train on single track are taken down at any point before the following train arrives, how should the conductor be governed under the following conditions:
167. Where there is an operator or switchman; and
168. Where there is no operator or switchman or other provision for the purpose?

. If a train for which signals have been displayed leaves the line at a point where there is no ator or switch tender or other provision for the purpose, what arrangements must be made to y opposing trains of its arrival?
. What precautions are necessary when approaching a station where a train is receiving or disging passengers?
. What is the duty of enginemen and trainmen with respect to trains running on the opposite k?
. What signal should be given in such cases?
. What persons are permitted to ride on the engines?
. Who is responsible for the switches when there is no switch tender?
. May you leave a switch open for a train or section that is following you?
. After opening a switch, can you leave it open?
. How must all accidents, detentions to trains, failures in the supply of water and fuel, and cts in track and bridges be reported?
. May a train leave a station without a signal from its conductor?
. Are conductors and enginemen equally responsible for the safety of their train and for an ervance of the rules relating thereto, and are they responsible for failure to protect their trains, n if not provided for by the rules?
. What course should be pursued in case of doubt or uncertainty?
. What do the terms "superior right" and "inferior right" in the rules refer to?
. By whose authority and over whose signature are telegraphic orders issued?
. Would you accept and act upon an order in which there are erasures, alterations, or interlineons?
. Who must have copies?
. How must they be addressed?
. How should operators receiving orders write them?
. May they trace copies?
. Would you run on an order which you had seen the operator copy in any other way than from e wire or by tracing?
. When a train is stopped for orders at a station, describe in detail what must be done by the nductor and engineman before leaving.
. What must conductors do with orders which they have used?
. What must enginemen do with orders until executed?
. How shall orders be delivered addressed to persons in charge of work requiring use of tracks?
. What is the rule for delivering orders to a train which can not be reached by telegraph?
. What is meant when a train is named in an order and no particular section or sections specified?
. What section must have copies of the order?
. May a train be governed by orders not addressed to it?
. When you receive train orders may you assume rights not conferred on you by such orders?
. Orders once in effect continue so how long?
. Orders held by or issued for a train which has lost its rights have what effect?
. Suppose you should receive an order giving you rights against an opposing train, and before neeting that train and executing the order you should become over 12 hours late, what would you do?
. What signals are provided at each train-order office and for what are they used?
. If red is displayed at a train-order office, what must trains do?
. What is the proper place for trains to stop?
. What will authorize a train thus stopped to pass the red signal?
. If a signal is not displayed at a night office and you have not been previously notified of the fact, what must you do?
. When a semaphore is used, what position of the arm means red?
. What white?
. How are these positions indicated at night?
. Do these signals in any way relieve trainmen from the duty of properly protecting their trains?
. As conductor or engineman of No. 2 holding an order reading "No. 2 and No. 1 will meet at Rockdale," what would you do if No. 1 displayed classification signals?
. As conductor or engineman of No. 2 holding an order reading "No. 2 and second section of No. 1 will meet at Rockdale," what would you do if second section of No. 1 displayed classification signals?
. As conductor or engineman of No. 1 holding an order reading "No. 1 will pass No. 3 at Rockdale," how would you be governed?
. As conductor or engineman of No. 3 holding an order reading "No. 1 will pass No. 3 at Rockdale," how would you be governed?
. As conductor or engineman of No. 6 holding an order reading "No. 542 will run ahead of No. 6 from Mahoning to Slatington," how would you be governed?
. As conductor or engineman of No. 2 holding an order reading "No. 1 has right of track over No. 2, Laurys to Slatington," would you go beyond Slatington before the arrival of train No. 1; and if so, under what circumstances and how far?
. As conductor or engineman of No. 1 if you met No. 2 at Slatington, which train should take the siding?
. If you met No. 2 at some point between Slatington and Laurys, which train should take the siding?
. As conductor or engineman of No. 542 holding an order reading "No. 542 has right of track over No. 3, Slatington to Laurys," how would you be governed?
. Supposing No. 3 to be first class and No. 542 second class, how must No. 3 clear No. 542 at any intermediate point under this order?
. As conductor or engineman of No. 3 holding an order reading "Extra 37 east has right of track over No. 3, Slatington to Laurys," would you go beyond Laurys before the arrival of Extra 37; and if so, under what circumstances and how far?
. As conductor or engineman of Extra 37, how would you be governed?
. If your order to run extra extends beyond Laurys, and No. 3 has not reached there on your arrival, would you go beyond Laurys against No. 3; and if so, under what circumstances?
. As conductor or engineman of No. 2 holding an order reading "All regular trains have right of track over No. 2 between Slatington and Laurys," how would you be governed with respect to all regular trains?
. As conductor or engineman of a train of inferior right holding an order reading "No. 1 will run one hour late from Easton to Mauch Chunk," how would you be governed?
. As conductor or engineman of No. 1 holding an order reading "No. 1 will wait at Allentown until 11 a. m. for train No. 542," how would you be governed?
. As conductor or engineman of No. 542, how would you be governed?
. Failing to reach Allentown at 11 a. m., at what time would you clear main track for No. 1 at other stations?

228. As conductor or engineman of Engine 80 or 85 holding an order reading "Engines 80, 85, and 90 will run as first, second, and third sections No. 2, Mauch Chunk to Easton," would you display signals?
229. Engines 80, 85, and 90, running as first, second, and third No. 2, holding an order reading "Engine 85 is annulled as second section of No. 2 from Allentown; following sections will change numbers accordingly." How would you be governed as conductor or engineman of Engine 85? Of Engine 90?
230. Questions of light engines running as first section of passenger schedule or following a passenger train as second section.
231. Questions in regard to flagging out when train is tied up by an uncompleted 31 order.
232. How must Extra 400 be governed under a form of order reading "Work Train Extra 400 will keep clear of Extra 200 east between Slatington and Laurys after 2.10 p. m.?"
233. Under the above how must Extra 200 be governed?
234. What do you understand by "protecting yourself against all trains" in an order reading "Engine 400 will work as an extra from 7 a. m. until 6 p. m. between Slatington and Laurys, protecting itself against all trains?"
235. How must a train receiving an order reading "Engine 200 will run extra from Mauch Chunk to Easton; Engine 400 is working as an extra between Slatington and Laurys," be governed?
236. How is an order reading "Hold No. 2" to be respected by conductors and enginemen?
237. Also an order reading "Hold all trains"?
238. When a train has been so held, what is necessary to let it go?
239. When is each of the following forms to be used: "No. 1 of February 29 is annulled." "No. 3, due to leave Easton Saturday, February 29, is annulled?"
240. What is the effect of this order and what does it authorize train or person receiving it to do?
241. If a train is annulled to a given point, how are its rights beyond that point affected?

The 40 answers just quoted throw considerable light upon the requirements for railway service as enforced at the present time by the leading railroads of the country. Answers 3, 5, 17, and 40 are all from large and important roads, and are exceedingly full and explicit; from them may be obtained the application blank which is typical for all roads and the general rules governing examination tests, and also from answer 40 a very considerable insight into the nature of technical examinations.

Most railroad companies print books of rules for the various departments of the service, which give minute details as to the specific duties of each class of employees. They state, moreover, to whom each employee must report for further orders and instructions, and usually contain specific instructions governing action in the most frequent cases of emergency that may arise. Thus, for example, the rules of the Pennsylvania Railroad Company for the government of the transportation department contain 37 printed pages relating to such general questions as standard time, time-tables, signals, train signals, whistle signals, whistle-cord signals, block signals, lamp signals, fixed signals, the general use of signals, classification of trains, movement of trains, etc., and 20-odd pages devoted to the instructions for the movement of trains and telegraphic orders. Thirty printed pages of this handbook are also devoted to specific instructions to each class of employees. Thus, for example, rule 220, for passenger conductors, is as follows:

"220. Passenger conductors report to and receive their instructions from the train master. They must obey the orders of station masters, and conform to instructions issued by the accounting and passenger departments and the treasurer. The conductor is responsible for the movement, safety, and proper care of his train, and for the vigilance and conduct of the men employed thereon, and must report any misconduct or neglect of duty.

"It is his duty to ascertain that passengers are provided with tickets, collect fare from those who are not, and put off at a convenient station any who refuse to pay fare; attend courteously to the comfort and wants of passengers, and see that his trainmen do the same; see that passengers are properly seated, and not allow them to ride on the platforms or in the baggage or mail cars, or violate in any respect the regulations provided for their safety; and maintain good order, and not allow drunken or disorderly persons to get on the train.

"He must have a reliable watch and a copy of the time-table, examine the bulletin board before and at the end of each trip, and compare time with the engineman before starting, and see that he has a copy of the time-table.

"He must report for duty at the appointed time with his trainmen, assist in making up his train when necessary, see that the engine and train are supplied with full sets of signals, and ascertain that the cars have been cleaned and inspected and properly equipped, and that the brakes and other appliances are in proper order."

The following rule relating to enginemen may serve as another example or illustration of the general character of the book of rules:

"232. Enginemen report to and receive their instructions from the road foreman of engines. They must obey the orders of the train master. They must obey the orders of station masters and yard masters as to shifting and making up trains, and those of conductors as to starting, stopping, and general management

of trains, unless they endanger the safety of the train or require violation of rules. When at the engine house they are under the direction of the engine-house foreman.

"The engineman must have a reliable watch, a copy of the time-table, and a full set of signals, examine the bulletin board before starting on, and at the end of each trip, and compare time with the conductor of his train before starting.

"He must report for duty at the appointed time; see that the engine is in good working order and furnished with the necessary supplies; give checks for fuel and stores received; assist in shifting and making up the train when required.

"He must exercise caution and good judgment in starting and stopping the train, and in moving and coupling cars, so as to avoid disturbance to passengers and injury to persons or property; keep a constant lookout on the track for signals and obstructions; stop and inquire respecting any signal not understood, and report any neglect of duty observed; use every precaution against fire, and not permit burning waste, hot cinders, or any other thing to be thrown or dropped from the engine; clean the ash pan only at points specially designated; report the condition of the engine at the end of each trip, and assist in making repairs when called upon.

"He must not leave the engine during a trip except in case of necessity, and must then leave the fireman in charge."

Such rules are pretty generally uniform and are now largely based upon the standard codes adopted by the American Railway Association, made up of the representatives of nearly all the leading roads. The standard codes for the various departments of service are at least taken as a basis, though sometimes modified in unimportant details to suit the special needs or experience of different roads. The gradual extension of standard codes will undoubtedly be a benefit to railroad employees, perhaps to a greater extent than to the corporations, in that it will facilitate the transfer of men from one system to another as better opportunities for employment may present themselves, and will tend to unify the conditions of railroad employment.

The question of physical examinations is one that has given rise to some discussion. The physical fitness of railway employees was the topic discussed at the ninth annual meeting of the New York State Association of Railway Surgeons at New York City, 1899. Mr. R. C. Richards, general claim agent, Chicago and Northwestern Railway, presented a somewhat radical paper in which he maintained that the same care was not exercised in the inspection of the men who operated the road as was exercised in the inspection of materials for construction and maintenance. He said that in adjusting claims he had discovered that a high percentage of accidents could be traced to physical defects, bad eyesight, or bad hearing on the part of men who should never have been admitted to service. Four years' experience on the Northwestern Railway, after the introduction by the management of a system of physical examinations for all applicants in the engine, train, switching, signal, and station service, as well as of all employees that came up for promotion in those departments, and the adoption of a rule establishing an age limit by which no inexperienced men over the age of 27 years, or no experienced men over the age of 30 years, were employed as brakemen or firemen, and no inexperienced men over 30 years of age or experienced men over 40 years are employed as switchmen, showed that during that period out of 8,397 men examined 526 or 6¼ per cent were rejected for defective vision, four-tenths of 1 per cent for defective hearing, 3¼ per cent for color-blindness, 2¼ per cent for other physical defects, making a total of 1,061, about 1 in 8, or about 14 per cent, rejected of the total number examined. The relation of physical defects to the frequency of accidents is such that legislation requiring rigid examination for the railroad service by State officers granting something in the nature of a license to engage in railroad service may be quite as desirable as safety-appliance legislation.

There is a general tendency to employ only young men in the first instance. It can be said that at the present time it is extremely difficult for anyone over the age of 35 to start in railway employment; this age limit will hold for all departments of service; some roads prescribe even lower limits for special departments. Old men and men who have been injured in the service are often assigned duties for which they are not physically fit as the cheapest way of meeting the general obligation which the company can not, out of respect to public opinion, evade, and for which the larger roads are now trying to make some provisions in a system of pensions. This is certainly a more reasonable method of providing for the just claims of faithful employees after a long period of service, and one that will not jeopardize the public interest.

The care with which physical examinations are conducted by roads which do not rely upon the judgment of the employing officer nor upon any general certificate

of health may be seen from the following circular of instructions issued from the office of the chief surgeon on one railroad system which adopts a high standard with respect to physical examination. This circular shows also the classes of men covered by such physical examination. It was sent out to all the surgeons in the employ of the company, located at the principal points on the system:

INSTRUCTIONS GOVERNING SURGEONS IN CONDUCTING PHYSICAL EXAMINATION OF APPLICANTS FOR EMPLOYMENT IN THE SERVICE OF THE COMPANY.

When making application for service, station agents, telegraph operators, station baggagemen, enginemen, firemen, hostlers, conductors, collectors, brakemen, train baggagemen, train porters, yardmasters, switchmen, towermen, switch tenders, crossing flagmen, bridge foremen, and section foremen must be examined in visual power, color perception, and hearing, and for physical defects in general.

Examining surgeons are requested to select a time and place at which they will conduct examinations, and to notify the proper officer.

Examinations are to be conducted in a well-lighted room at least 22 feet in length. In testing visual acuteness, only one applicant should be present in the room at a time. In testing color perception and hearing, any number of applicants may be present, but must maintain silence.

Examining surgeons are provided with the following articles to be used in making examinations:

1. Two cards of Snellen's test types (one for illiterates).
2. A set of wools for color testing perception. (Do not expose to light longer than absolutely necessary.)

Applicants will bring with them application forms in duplicate, on which will be found a blank certificate to be filled out and signed by examining surgeon.

Examining surgeons must require the applicant, in all cases, to sign his name in the blank space provided in the certificate of examination before beginning the examination.

After concluding the tests of vision, color perception, and hearing, and the examination for physical defects in general, the examining surgeon will fill out and sign in duplicate the blank certificate found on the application blanks, and forward one to the officer signing the order for examination and one to the chief surgeon.

Examination of visual acuteness.—The card of test types should be fastened in a good light to a wall, the bottom of the card being about 5 feet from the floor.

The applicant should be placed 20 feet from the card and instructed to read such letters as may be indicated. Each eye should be tested separately. The last 5 letters read correctly are to be recorded in the report and also the degree of visual power expressed in fractions.

Examiners are reminded that the normal eyed should read at 20 feet the line marked 6 m. or 20 feet. Such being the case, the visual power would be expressed by the fraction $\frac{20}{20}$. Should the applicant at the distance of 20 feet be unable to read this line, but be able to read the next line above (30 feet or 10 m.), the result would be indicated by the fraction $\frac{20}{30}$. If he can at 20 feet only read the letters marked 40 feet or 12 m., the record should be $\frac{20}{40}$.

Hearing.—The applicant should be able to hear conversation conducted in an ordinary tone at the distance of 20 feet, in which case the hearing power would be expressed by the fraction $\frac{20}{20}$. Should the applicant fail to hear ordinary conversation at the distance of 20 feet, but be able to hear such conversation at the distance of 10 feet, for instance, the hearing power should be expressed by the fraction $\frac{10}{20}$, etc.

Examination of color perception.—Examiners are furnished with a set of colored wools, lettered A, B, and C, and numbered from 1 to 40. These wools are divided into three groups, distinguished as follows:

Group A, containing the light-green skein A, the green shades numbered 2, 4, 6, 8, 10, 12, 14, 16, 18, and 20, and the gray confusion colors numbered 1, 3, 5, 7, 9, 11, 13, 15, 17, and 19.

Group B, containing the pink or purple skein B, the pink or purple shades numbered 22, 24, 26, 28, and 30, and the blue confusion colors numbered 21, 23, 25, 27, and 29.

Group C, containing the red skein C, the red shades numbered 32, 34, 36, 38, and 40, and the brown confusion colors numbered 31, 33, 35, 37, 39.

Manner of using wools.—Mix the 40 skeins thoroughly and throw them on a table in a good light. Place skein A about 2 feet from the pile of worsteds and instruct the applicant to pick out the shades of that color.

The examininer having satisfied himself of the ability or inability of the applicant to select the proper skeins, should record the numbers of skeins selected and return them to the pile. The examiner should then place skeins B and C successively, to be treated in the same manner.

In testing for defects in color perception, examining surgeons may be guided by the following brief suggestions:

1. Keep the tag number invariably covered by the movable slip during examinations. Any number of applicants may watch the test in operation, provided they maintain silence. In case an applicant fails to comprehend the test, he may be directed to step aside and watch another applicant select the skeins, or in the absence of another applicant, the surgeon may himself go through the test. This method is valuable in the case of color-blindness, as the applicant is convinced against his will that the test is a fair one.

2. Do not under any circumstances reveal the color of a skein. All tests in which the applicant is requested to name colors or shades are incorrect. The object of the test is to discover whether the applicant can properly classify shades or primary colors, and it is important after he thoroughly understands what is expected of him not to render him any assistance.

3. It is well, if necessary, to explain the difference between colors and shades. For example: Blue, green, red, are colors; light blue, dark blue, pea green, venetian red, are shades of these colors. The applicant, however, should remain uninformed of the names of the colors of any of the skeins.

The examiner should watch the applicant closely and note any hesitancy in selecting the skeins, especially when he appears undecided whether or not to select a confusion color. Should he evince a strong tendency to select any confusion color, even if he does not actually select it, the number of the color should be recorded.

4. Recollect, however, that blue is not a confusion color for green, but only for pink (purple). It must be borne in mind that many men, not particularly ignorant in other matters, find it difficult to distinguish between light shades of blue and green, or between red and orange. This defect is one merely of education, is not color-blindness, and should not reject a candidate. In case such ignorance is manifested, it may be well to call the applicant's attention to the fact that he is not well posted in colors.

5. In case of color-blindness the applicant usually adopts one of two courses. He may boldly and rapidly select a number of skeins at random, throwing them down with a great show of confidence, or he will laboriously study over the skeins, carefully selecting a few of the correct colors, and a few—often not more than one—of the confusion colors, always hesitating and usually selecting shades of nearly the same intensity in color and confusion colors. For example: Light green, light gray, light purple, light blue. The infirmity of applicants adopting the first course is usually easy to detect, but it is often difficult to distinguish between a man who is hesitating and vacillating on account of lack of purpose or of color education and one who is so on account of actual deficiency in color perception. In these latter cases it is well to instruct the applicant not to handle the wool until he has determined what skeins he wishes to select. Such applicants may also be permitted to watch another while making the test.

Diagnosis.—1. He who places beside skein A one of the "colors of confusion" (odd numbers 1 to 19)—that is to say, finds that it resembles the "test color"—is color-blind. He who, without being quite guilty of this confusion, evinces a manifest disposition to do so, has a feeble chromatic sense.

2. He who is color-blind by the first test and who, upon the test with skein B, selects only the correct skeins, is incompletely color-blind.

3. He who, in the second test, selects with purple the blue and violet confusion colors, or one of them, is completely red blind.

4. He who, in the second test, selects with purple the green and gray shades also, or one of them, is completely green blind.

5. The test with skein C, which is applied only to those completely green or red blind, should be continued until the person examined has placed beside the specimen all or the greater part of the skeins belonging to this color or else one or several "colors of confusion" (odd skeins 31–39). In this test the red-blind individual chooses, besides the red shades, olive green and dark brown shades of a darker quality than the red-test skein. On the other hand, the green-blind individual selects similar confusion colors, but of a quality lighter than the red-test skein.

6. In case more than one applicant is present during the examination, the wools should be frequently mixed, and other applicants should stand some distance from the table.

7. Recollect that from 2 to 4 per cent of all whites are color-blind. If the average of rejections for this cause does not reach 2 per cent, there is something wrong in the method of examining.

Classes.—In Class I, or those of whom normal hearing, color sense, and visual power are required, are included the following: Enginemen, firemen, hostlers, conductors, collectors, brakemen, train baggagemen, train porters, yardmasters, switchmen, towermen, switch tenders, bridge foremen, and section foremen.

In Class II, which includes station agents, telegraph operators, station baggagemen, and crossing flagmen, normal color sense and normal hearing are demanded; but applicants in this class may be accepted with $\frac{4}{10}$ visual power in one eye, provided that of the other eye be normal, or with $\frac{4}{10}$ visual power in each eye.

Other physical defects.—1. Applicants with trachoma or other inflammatory conditions of the eyes or appendages, or with chronic discharges from the ear, are disqualified.

2. Hernia, varicose veins of both legs, or very marked varicosity of one leg, phlebitis, skin diseases—especially eczema, or even a strong tendency to it—loss of entire thumb or loss of 2 fingers from one hand disqualify Class I and station baggagemen in Class II, while station agents, telegraph agents, and crossing flagmen may be accepted with hernia and also with loss of the thumb or loss of 2 or more fingers from one hand.

3. Unmistakable evidence of chronic alcoholism disqualifies both classes.

4. Acute gonorrhea and the primary and secondary manifestations of syphilis, traumatic and pathological bubo, disqualify all applicants as long as the symptoms are apparent.

5. Orchitis, epididymitis, malignant tumors, recurring appendicitis, old depressed fractures of the skull, or any fracture followed by head symptoms, spinal injuries, epilepsy, antero-posterior curvature, severe injuries of the back, tuberculosis, marked scrofulus cachexia, aneurism, necrosis, acute and chronic periostitis, acute and chronic cystitis, undescended testicle, disqualify all applicants. Station agents, telegraph operators, and crossing flagmen may be accepted with antero-posterior spinal curvature without symptoms.

6. While synovitis, arthritis, floating cartilage, and impaired mobility of joints disqualify Class I and station baggagemen in Class II, impaired mobility of joints need not exclude station agents, telegraph operators, and crossing flagmen, provided inflammation has long since subsided and the affected joints be free from pain.

7. From a medical standpoint, diabetes, chronic rheumatism, and gout, chronic diarrhea, chronic hepatic disorders attended with jaundice, or those that are disabling in their nature, hepatic, cardiac or renal dropsies, asthma, hæmoptysis, tuberculosis, valvular disease of the heart, angina pectoris, evidences of organic disease of brain or spinal cord, insolation, inveterate neuralgia of the larger nerves, disqualify all applicants. Crossing flagmen may be accepted with a moderate amount of chronic rheumatism.

8. Under the head of disqualifying defects, surgeons will be careful to note any physical defects that would impair the usefulness of the applicant; that would be more or less aggravated by the service, or that would contribute to the prolongation of disability in case of injury.

9. In order to prevent fraud in subsequent claims for personal injury, a careful record must be made, in the proper place, of physical defects which do not impair the usefulness of the applicant, or such as would not be aggravated by the service or contribute to the prolongation of disability in case of injury.

10. In case the applicant does not show evidence of having been successfully vaccinated during the previous 3 years, he should be vaccinated.

Conditions of entering service on European railroads.—In order to give an opportunity of comparison between American and European railroads with respect to their methods of employment and the conditions of admission to the same, it is necessary to review briefly the requirements of the leading roads of the different European countries. Considerable information on this subject was brought together in answer to question 34 at the sixth session of the International Railway Congress held at Paris, 1900. The following is a summary for the leading countries:

1. SWITZERLAND.—The Swiss Railway Union had drawn up a uniform series of regulations on the conditions of engagement. These were put into force on October 1, 1890, and are described in detail by Dr. H. Dietler in the Report on Question XXXIV to the International Railway Congress, Paris, 1900. In most cases an apprenticeship from 1 to 2 years is required before candidates are admitted to examination for any grade of service. Further periodical examinations are required as a condition of retaining employment and as a basis for promotion. Uniform rules for the periodical examination of employees were adopted May 1,

1895, by the Swiss Railway Union. In the traffic department each employee must be examined at least once in every 4 years. Failure to pass an examination means that said employee must go up a second time for examination within 4 weeks, and then if he fails he must be transferred to a post for which his knowledge is adequate or be dismissed.

Age limits are prescribed as follows:

At least 16½, before admission as apprentice at a station; between 20 and 35 for pointsmen, shunters and yardmen, guards, assistant guards, brakemen, and firemen; at least 23 in case of drivers; at least 20 in case of carriage inspectors and outdoor repair hands. The usual order of recruiting is that a man passes an examination for admission to the shops, upon a second examination is taken on as provisional fireman. If he passes these satisfactorily and also a third examination, after a suitable length of time, he gets a certificate entitling him to be appointed definitely as fireman; two additional examinations are then required before he can become an engineer. For employment at stations and ticket offices one must be 16½ years old to be admitted as apprentice, must possess perfect health, particularly good hearing and sight, for which medical certificate is required; must have good elementary education. After 1 to 2 years apprenticeship he is examined on (1) principles of organization of railway management; (2) the railway system of Switzerland, steamship and stage lines and chief foreign railways connecting with Swiss roads; (3) rules and regulations of station service; (4) regulations and tariffs relating to tickets, baggage, and methods of accounting for same. Signalmen must be able to write clear report of any events that may happen in connection with their duties, and must have good elementary education and be familiar with rules and regulations of their department of the service.

Shunters must have regular primary education and have been apprentice 12 months, and pass examination on regulations about signaling, composition of trains and their weight, and about shunting and sorting. Applicants for the goods service (freight department) must have regular primary education and be able to write clear legible report, and have an intimate knowledge about transport, use of wagons and trucks, loading and unloading goods, detection of irregularities and reports made about them, papers accompanying goods, both for railway and customs purposes, and the sealing of wagons.

Employment on trains—(a) Guards, assistant guards.—The applicant who wishes to become an apprentice must have the following qualifications:

He must have at least the regular primary education. He must be able to give a fluent and clear description in his mother tongue, either verbally or in writing, of any ordinary event; he must also be able to speak and understand one of the more important foreign languages. The applicant has to hand in an application drawn up and written by himself, together with his school and other certificates.

Brakesmen are not required to serve an apprenticeship.

The apprentice, or the brakesman, who is applying for the post of assistant guard must pass an examination, in order to show his familiarity with the following subjects: The ticket regulations; the general signaling regulations, and the arrangement of signals; the general traffic regulations and the regulations about the composition of trains and their weight; the special rules of the Swiss railways relating to transport; the lighting, heating, and braking arrangements on the carriages and the rules concerning them; the lines he is going to be on; the time-tables and time sheets; also the connections with neighboring lines. The applicant must be able to understand the graphic time-table with accuracy and read it with rapidity.

(*b*) *Brakesmen.*—A brakesman must have received the regular primary education and must be able to give a fluent and clear description in his mother tongue, either verbally or in writing, of any ordinary event. The applicant must hand in an application drawn up and written by himself, together with his school and other certificates. A brakesman has to have the same qualifications as an assistant guard, except in the following branches: (1) The ticket regulations; (2) the special rules of the Swiss railways relating to transport; (3) the connections with neighboring lines; (4) knowledge of graphic time-tables.

The brakesman is not definitely appointed until he has passed an examination in the subjects required. He must pass that examination within a period of not more than 6 months after being provisionally appointed.

Employment on locomotives—Firemen and drivers.—An applicant must have received the regular primary education. He must be able to read in his mother tongue printed and written matter; to write legibly; to do vulgar and decimal fractions; and to understand the ordinary and also the graphic time-tables.

2. DENMARK.—To obtain employment on the Danish state railways a candidate must generally satisfy the following conditions:

He must be of Danish nationality; prove that he has led an irreproachable life; be in possession of good health; of suitable age, the limits varying considerably according to the work required; must at least have had a primary school education, and be further qualified in accordance with demands of the several departments of service. These further requirements are, for the higher posts of the general management, very severe; as a rule, a candidate must have passed the final examinations of a polytechnic academy or be a licentiate of law, and as a rule also he must have come up through the service. Office clerks may be young men or women of minimum age of 18.

In the locomotive staff, stokers must be between 20 and 30 years of age, and in addition to the general requirements, must have satisfied the state laws with respect to military service. They must also have worked 1 year at least in the shops, before being placed upon an engine, and finally, must pass a stoker's examination, showing ability to read and write, make daily reports; understand the mechanism of an engine; understand the time-table, and be familiar with the general rules concerning signaling, brakes, etc. A stoker passes from a position as ordinary stoker to that of first-class stoker after a certain period of service and after having passed the periodical examinations; he then may take an examination for engine driver, in which he must show that he is familiar with all types of engines; understands their constructions; knows exact position of all switches, signals and box signals; can draw up suitable reports and written demands for repairs, and in general is familiar with the "collection of orders" concerning the locomotive service prepared by the chief locomotive and rolling stock engineer.

Station masters and heads of freight departments are chosen from station employees according to their ability, age, and seniority. To be appointed as an employee of the railway-traffic service the applicant must have gone through an elementary course of instruction in railway working; must be at least 18 years of age; must have served as railway-traffic pupil on the State railways for at least 18 months, and must have passed examinations proving that he has the necessary knowledge and experience to be able, if necessary, to discharge the duties of a station master. He must be familiar with telegraphy and with the ordinary routine of booking passengers and freight. Promotion depends upon record of service and marks received in the periodical written examinations. A minute system of marks governs in the examinations, and candidates must make so many points to get a "pass" certificate. No one under 16 or over 20 years of age is admitted as railway-traffic pupil. He must, furthermore, prove that he possesses the amount of knowledge acquired in a lycée college, or about an equivalent of a good high-school course in the United States. To be admitted into the "inferior station staff" (porters, pointsmen, etc.) a candidate must show (1) that he has a healthy and strong constitution, without any pronounced bodily defects or such as would be prejudicial to the performance of his duties; (2) that he has normal sight and hearing and is not color-blind; (3) that he has led an irreproachable life and is not in debt; (4) that he is of Danish nationality. He must, furthermore, be not under 20 or over 25 years of age, able to write legibly, and have performed the required military service creditably. Before being definitely accepted as porter or pointsman the applicant must have served 1 year, at least, on the railways, and have shown himself able, sober, and of good conduct. After this term of probation he must pass an examination to show (1) that he is a good reckoner in the four rules of arithmetic for whole, concrete, and abstract numbers; (2) that he can write from dictation without too many orthographic mistakes; (3) that he knows the geography of Denmark. He must also know the general duties of a porter: (*a*) The safety service, with use of signals, the switch mechanism, the signaling apparatus, turntables, traversers, etc., and the mode of use; (*b*) the treatment of rolling stock (carriages); (*c*) the dispatch of stamped parcels and luggage, loading and unloading and dispatch of goods and cattle; (*d*) the general regulations and directions concerning the conduct of the State railway staff on and off duty, and with regard to the public; (*e*) the lines of every railway in the country and the position of all the stations of the State railways.

Requirements for admission to the train staff are:

I. Guard (brakeman): (1) Age from 23 to 32 at most; (2) one year at least of satisfactory service as porter (shunter); (3) a statement from the competent traffic inspector that the candidate is practiced and qualified, and that as regards his person and manners he is suitable for the train service; (4) a certificate from a railway doctor attesting that he does not suffer from organic defects or chronic illness; (5) that he has passed the examination for admission as a guard.

II. Chief luggage guard: (1) Age at least 25; (2) one year at least of satisfactory service as a guard; (3) a certificate from a railway doctor attesting that the candidate is trained and practiced in rendering first aid to the sick and wounded. Generally this instruction is given at the end of about 6 months' service as guard; (4) that he had passed the examination for promotion to the post of chief luggage guard. This condition is not required, however, when the candidate has passed, not more than two years before, the examination for promotion to the post of guard, and has obtained in that examination the mark "mg" (5 marks) at least, in each of the branches 1–4, and the mark "g" (2 marks) at least, in branches 5–9.

III. Train conductor: (1) One year at least of satisfactory service as chief luggage guard; (2) a certificate from the competent traffic manager attesting that as regards his person and manners the applicant is suitable for the post of conductor; (3) must have passed the examination for promotion to the rank of train conductor.

3. NORWAY.—On the Norwegian state railways the following rules obtain with reference to appointment and order of promotion:

As a general rule, every new hand is taken on experimentally for a period that may be as long as 6 months before being definitely engaged. No individual is appointed unless he can fulfill the conditions enumerated concerning the entrance to the telegraph courses. In order to be employed as telegraphist, or station clerk, and to be capable of fulfilling the duties, a man must have passed the examination for those who have gone through the telegraph courses.[1] In order to be engaged as a telegraphist of the first grade a man must, as a rule, be fully 22 years of age. This age is the minimum on entry as clerk.

As regards train service, before being employed as conductor, a man must have been through all station departments, in their collection and delivery, in rates, in looking after points and signals, etc.; he must further have been on probation continuously for a period of usually not less than 6 months as a conductor, or have been temporarily employed as acting in that capacity for a corresponding period.

In order to be engaged as a driver (engineer) a man must have first acted as fireman, and, moreover, prove that he knows thoroughly how an engine is put together and driven, and that he is accustomed and sufficiently skilled to do such repairs as have most often to be effected while running. Firemen are chosen from among the greasers and cleaners. Firemen are kept on probation for the same time as drivers.

While the stipulation, in the case of ordinary servants, is that a probationary period of as much as 6 months may be required, it is enacted, in the case of drivers, that they must undergo a probationary period of at least 6 months before they receive any definite appointment.

Before being engaged as foreman a man must not only have the necessary experience and the requisite ability to perform properly the duties that will be assigned to him, but he must also prove that he is thoroughly conversant with all the precautionary measures he may have to take in all cases that may arise.

4. SPAIN, PORTUGAL, and other countries using the same language.—With the exception of an actually rather limited number of candidates, who are supplied by the families of active, retired, and deceased employees, and who (other conditions being equal) always have the preference, the servants of the company (apart from laborers and other low-grade ones) are selected from candidates who apply directly to the company, and who satisfy the previous given conditions as to age, health, and education. Of these, a few pass through special schools organized by certain companies; the majority receive their instruction at offices and stations to which they are admitted under specified conditions. The recruiting of candidates from the country is only made possible by such instruction being available at many points of the system, as families can not, as a rule, afford to send their children to the towns where the special schools are situated. The lower grade of employees (such as station laborers, shop laborers, porters, plate layers) are appointed without having to pass any special examinations. Employees of the next grade (brakemen, pointsmen, firemen, gangers) are selected from the laborers or workmen, who have to show that they are sufficiently educated, and that they are perfectly acquainted with the various duties that they will have to carry out. No definite rules have been laid down as to the selection and appointment of high-grade employees.

Promotion usually takes place according to seniority, although there are no definite rules, and certain appointments are made only after special examinations are passed.

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[1] See comments on education of employees in Norway, p. 775.

The regulations of the Spanish Northern Railway divide the employees of the company into two classes—(1) salaried officers, and (2) wages men.

1. *Salaried officers* are appointed by the committee of management or by the general manager. Each employee receives a commission on which the date of his appointment and the amount of his salary is fixed. The salary is paid monthly. Only employees not less than 18 and not more than 35 years old can receive commissions. An exception is, however, made in the case of men who have entered the service of the company before they were 35 years old as wages men. The latter may receive commissions if they satisfy the conditions required and are less than 50 years of age.

Every candidate for a salaried post must send in a written application, inclosing (1) a statement showing how he has been employed from the age of 18 up to the date of the application. If he has served in the army he must inclose his discharge and his papers. (2) If he has not served in the army, or if he has been out of work more than 6 months, he has to inclose testimonials from officials, firms, or private persons as to honesty and character. (3) His baptismal certificate. (4) A good-conduct certificate from the alcade of the district in which he dwells. (5) A certificate by one of the medical men attached to the company stating that he suffers from no complaint which would interfere with his duties. (6) A written undertaking to deposit the necessary security, if such is required in the case of the post he is applying for. (7) A written undertaking to join the superannuation fund. These documents, together with certificate of examination, covering writing, spelling, arithmetic, and the metric system, are handed to the general manager. No new employees are admitted to the service except through the lower grades.

2. *Wages men.*—These include men appointed temporarily at central offices or in stations; men admitted as pupils, and laborers forming part of a plate-layers' gang, laborers loading and unloading trucks, shunters, carriage cleaners, fitters, and other workmen employed at shops, depots and stores, plate layers, and miners. Such candidates must produce a work book or certificate from the last master, certificate of domicile, and discharge from the army.

The Royal Portuguese Railway Company provides the following regulations for the appointment of the operating staff: (1) In order to become a second-class brakeman it is necessary to be an employee capable of undertaking the duties of brakeman, and to have followed the course of instruction required or to have been auxiliary brakemen for at least 1 year. (2) Auxiliary brakemen are selected from employees appointed to undertake the work of brakeman who, through want of vacancy in the actual staff, have not been nominated. (3) In order that a regular porter may be appointed auxiliary brakeman it is necessary that he can read and write with ease, that he is acquainted with the four elementary rules of arithmetic, and that he is sufficiently acquainted with the rules regarding traffic, signals, brakemen, and guard. Other things being equal, the following determine the order of precedence: (*a*) Men who have acted for the greatest length of time as temporary deputy brakemen; (*b*) those who have been longest in the company's service; (*c*) those who have the best character; (*d*) those who are the younger. (4) As reserve to the regular and auxiliary brakemen, in case of absence, a certain number of regular porters are appointed in a definite order to take their places, and it is not permitted that other men shall undertake these duties unless there are too few reserve men and the urgency of the case is such as to justify it. (5) The staff of second-class brakemen will be filled in the ratio of 3 to 1 by employees appointed to act as brakemen and by auxiliary brakemen. (6) Other regulations affecting the employment of men in the operating department are laid down in the regulations and rules of the school for employees and relate chiefly to the question of admission to the schools of the companies and to the order of study in these schools. Some account of them is given in the answer to question 34, reports of the sixth session of the International Railway Congress, Paris, 1900, pages 49 to 63.

5. FRANCE AND BELGIUM.—On the larger systems, especially on the Belgium state railways and the main line of the French railways, which are covered by Mr. Jourde, engineer to the Western of France Railway, in his exhaustive report to the last International Railway Congress, which attracted considerable attention, the rules governing admission to the service may be summarized as follows:[1] (1) For the central administration, not including, of course, government officials, executive committees, boards of directors, general officers, such as general managers and chiefs of departments, the Belgium railways have recourse to competition, while the French systems adopt examination. In Belgium candidates

[1] Appendixes to Mr. Jourde's report which were not translated in the preliminary reports of the congress, but will appear in the final English report, give full details concerning all requirements for the various grades of service.

make application to the minister of railways and then undergo a competitive examination, which is passed upon by a jury composed of general officers, and in some cases of professors. Candidates who pass a successful examination are taken on provisionally as vacancies occur, but are not appointed definitely until a year has elapsed. On French railways appointments are made to the central administration from among employees of other departments after examination as to general education and certificate of good health, good conduct, and military discharge. A special rule gives some advantages to sons and relatives of old employees. (2) For the department of way and works, which corresponds to the maintenance of way department and construction department of American railways, the same general rules apply for the head office staff and the staff of district officers as in the case of the central administration. Workmen connected with the permanent way of course are required to show ability to read and write and to have robust health and good character and to serve a probationary period. Employees in the traffic department are divided into four groups: First, the head office staff, for which examination similar to those for admission to the central administration are required; second, the inspectors and district staff, to which only men who have passed through the lower grades are appointed after examination as to technical training; third, station staff, for which one must have commenced at the lowest grade either in the yard or in the office, and for which on the Belgium railways a competitive examination is necessary, and for both Belgium and France a probationary period must have been passed; fourth, train staff, to which men are appointed who have served some time at the station, generally as foremen. Here again the Belgium railways have recourse to competitive examination, while the French railways appoint men who have served a military term directly after they have passed an examination, and in the case of the Northern of France Railway candidates from outside are admitted by examination if there are not suitable men among the station staff. French railways never appoint men directly from the station staff simply on the strength of their qualifications when they first entered the service in some other department and upon their record in such department; the greatest care is exercised in the selection of the train staff. In the operating department great care is exercised in the appointment of the head office staff and the inspectors, under similar regulations to those which obtain in the departments already referred to. For drivers and firemen the French minister of public works has issued an order dated May 3, 1892, in which are stipulated the conditions to be fulfilled by candidates for these posts. They must have good eyesight and good hearing, and in addition they must pass both technical and practical examinations, first, on the locomotive and the regulations, and, secondly, on the different operations connected with driving. The examinations for drivers are more difficult than for firemen, and if passed satisfactorily the candidate receives a certificate of competency which entitles him to an appointment whenever there is a vacancy. In Belgium the competitive examinations for firemen and drivers are also fixed by ministerial decree as to the ground they cover. A man must have worked 4 years as fireman before he is eligible to post as driver or may take the examination for such. In France firemen are almost always selected from among shopmen or workmen in the running sheds for which workmen undergo a purely practical examination, which consists in the execution of some piece of manual work. As regards the general health of a candidate, the general rule is to subject him to a very careful medical examination. It will be correctly inferred from this brief résumé that promotion depends much more upon the examination test than upon the past record of the candidate. In this respect French and Belgian roads seem to differ considerably from the practice on the American roads.

6. ITALY.—On the 8 main railway systems of Italy the following general conditions as to admission to the system obtain: Apart from day laborers, who are engaged and discharged as occasion arises, the employees of each class are chosen from candidates of Italian nationality under 30 years of age (or 35 years of age in the case of soldiers who have just completed military service) on passing a physical examination. According to the register, candidates who have done military service for a period of 8 years and upward, or warrant officers who have done 12 years' service and upward, or employees accustomed to constructional work are preferred. Engineers, assistant engineers, and higher officials generally are selected according to the diplomas they hold and after a competitive examination. Station and office clerks are admitted on certificate from technical or lower classical schools where the record shows that they have passed examinations on the Italian language, arithmetic, geometry, and geography. Employees of a lower grade are merely required to be able to read and write. All employees must serve a probationary period of from 12 to 18 months on the Mediterranean

Railway. On the Adriatic company's road employees are appointed on approval which amounts to the same thing as being a probationer, only the period of approval is much longer, a certain number of years being required before permanent employment is given. Promotions are usually from the ranks, length of service being a secondary consideration, and proficiency, in the opinion of the superior officers, being the chief test. Promotions from fireman to engine driver, from clerk to assistant station master, and from station master to freight agent are usually preceded by examinations; likewise promotions from the lower grades of ordinary workmen.

7. HUNGARY.—A very careful report on the conditions of admission and promotion on the Hungarian State railways was made by Mr. Kiss and is published in the reports of the sixth session of the International Railway Congress. In Hungary the conditions of admission are practically established by the conditions of admission to the schools, from which the major part of railway employees are recruited. Much use is also made of the apprentice system in the workshops of the Hungarian State railways. All employees must be Hungarian citizens and familiar with the Magyar language; they must at least be 18 years of age and their antecedents must be beyond all reproach. Promotions take place from the ranks almost exclusively and new recruits are admitted only to the lower grades of service.

§7. TECHNICAL EDUCATION FOR RAILWAY EMPLOYEES.

All railroads appreciate the value of a high standard of elementary education among their employees in all grades of the service. This is quite apart from the assistance they render in some cases to the children of employees, and especially to those whose parents have been killed or injured in service of the railroads, which is given as an act of charity or philanthropy. Many railroads, both in the United States and abroad, have established or financially assisted common schools in districts where public schools were inadequate or weak. In some special railroad schools a little technical training has been introduced in the upper grades. In general, however, it may be said that the American railroads have done very little for the training of their employees along technical lines for the special departments of service in which they were engaged. European railroads have done much more in this direction. The American roads usually prefer to take only employees who have a good preparation by way of a general education in reading, writing, arithmetic, and such subjects as are taught in the common schools, and then to have such employees learn by practical experience and from directions given them in the specified duties of their employment by responsible officials of the road. In Europe, on the other hand, many railroads encourage their employees to get a part of such technical training in schools either provided by the company or officially assisted by the company for that purpose, and in order to do this they frequently grant employees a leave of absence, on part or full pay, to attend the higher technical schools, or grant them special privileges by way of leave of absence during certain hours of the day or night to pursue courses in local schools. They sometimes pay the tuition fees for such of their employees as take these courses.

A fairly good survey of the work being done throughout Europe and some account of what little work of this character has been started in America will be found in the report of the International Railway Congress (sixth session, Paris, 1900) in answer to question 34 on technical education, appointment, and promotion, on which reports were submitted from the railway officials of nearly all companies. Perhaps it may be well to review, first of all, the European regulations on this subject:

I. Technical education of railway employees in Europe.—1. SWEDEN.—No special schools for subordinate classes of railway men, such as conductors, firemen, etc., have as yet been established in Sweden, but night schools for the more advanced education for the staff of Swedish railways is recognized, and a plan has been drawn up by the Swedish Railway Employees Association and has been approved by the administration of State railways. This plan will be put into practice in connection with the Sunday and night schools, of which there are some 30, forming a part of the public-school system in the chief towns of Sweden. The course will cover 7 months, 2 hours a day and 2 hours in the evening on week days and 3 hours in the morning on Sunday. Instruction will cover such subjects as writing, arithmetic, geometry, drawing, physics, and chemistry and in addition to these subjects, 3 hours a week devoted to railway science. The instruction in railway science will cover the principles of motive power and their application to hauling railway vehicles, the object of the tender, the different kinds of vehicles,

nd the arrangement of couplings and brakes: also, general ideas about permanent ray, signals and telegraphing, the make-up of trains, railway time tables, elementary facts about the conveyance of passengers and goods, and the geography f Swedish railways.

It is proposed that regulation and service instructions shall be taught in the econd course to be organized by the railway administration, with the railway fficials as professors. This second course will give 6 hours' lectures per week n the evening for 9 months for the permanent way and traffic staff and 12 ours of evening lectures for the locomotive department. For the permanent vay staff it includes instruction in writing, bookkeeping, algebra, geometry, lrawing, physics, and railway science. Under the latter topic is included here a liscussion of "the simplest methods of constructing permanent way and bridges, tations with the arrangement of the lines, signals and safety appliances, mileage, and characteristics of the lines of the country." For those in the locomotive lepartment instruction is given in writing and bookkeeping, algebra and geometry, drawing, physics, and chemistry, the theory of steam engines—"steam boilers, their object and different methods of construction; the various kinds of steam engines; the locomotive and its parts; the locomotive's working and motive power, etc."—and railway science, comprehending "the effect the construction of the permanent way has upon the motive power of the locomotive; the principles upon which the different engines and vehicles used upon the State lines—the brakes, signals, and safety apparatus—are constructed; the mileage and characteristics of the lines in the country." For those in the traffic department instruction is offered in writing, bookkeeping, arithmetic, and railway science, covering "stations, station buildings and plant, signals and safety apparatus, the various kinds of carriages and brakes, telegraphy, the postal service, the geography of the Swedish railways, the geography of the Norwegian, Danish, and German railways so far as is required by the traffic with these countries; the booking of passengers, luggage, and goods in accordance with the rates; the different kinds of gauge. Furthermore, conductors of express trains must, as at present, attend a course in French, German, or English, so as to be in a position to give foreigners any information they may desire."

2. NORWAY.—The Norwegian State railways provide no schools for the higher grades of service, although the Government does grant funds for traveling scholarships. For the lower grades, however, there is a school for instruction in telegraphy belonging to the railway department and intended for employees who are telegraphists at stations. This instruction is under the direction of the inspector of telegraphs, who is an official of the State railway administration. The teachers belong to the railway telegraph staff and receive extra pay for this service. Candidates must pass an examination in arithmetic, reading, and writing, and they are taught, in addition to theoretical and practical telegraphy, the elements of railway accounting and the methods of issuing circular tickets. There are two technical schools of higher grade, namely, the Elementary Technical School of Christiania and the Engineering School of the same city. The railway administration grants sums of money or leave of absence to enable railway employees to attend these schools. The Christiania Elementary Technical School is under the direction of the minister of public works. A course lasts six months, and the instruction given amounts to 6 hours per day, and includes such subjects as arithmetic, elementary mathematics, Norwegian language, bookkeeping, physics, mechanics, free-hand and geometrical drawing, theory of construction, including drawing and practical work, and electrical engineering.

3. SWITZERLAND.—The railway companies, as a rule, only attempt to promote the education of employees by indirect means, such as grants to technical schools. There is no federal railway school, although the cantons and communes, which are the administrative bodies for public education, have begun to devote attention to this branch of education. There are two excellent technical schools open to railway men.

(a) The railway school at Biel opened August 1, 1891. It is suited for the training of the middle and lower grades of railway servants, but the methods of training provided by actual practice in the service, which obtained prior to the organization of this school, are still the more common practice. The Swiss roads rely upon the apprentice system, which is exclusively under their own control. The methods of the old apprentice system required a period of from 1 to 2 years of station service and 6 to 12 months for brakemen and shunters, and varying periods for other grades. In connection with the apprentice system of the Swiss railways they encourage their apprentices to attend public schools, night schools, and special schools wherever and whenever feasible. The Biel railways school received a grant of 4,000 francs from the Jura-Simplon Railway Company, which helped to found the school. Other companies contribute to its

work. The school is expressly intended to take the theoretical and practical training of station officials, station masters, telegraphists, clerks, and station inspectors; also guards and conductors, and also for the office clerks in the various departments. It has a regular 2 years' course, occupying from 35 to 40 hours per week, of which 12 hours per week in the first year and 24 hours per week in the second year are devoted to special railway topics, such as railway law, tariffs, telegraphy, signaling, permanent way and rolling stock, and first aid to the injured.

The remaining hours are devoted to language work, four modern languages being taught, and to general subjects. Three of the chief teachers are retired railway officials, and the faculty numbers 11. The regular attendance at the school was 118 at the beginning of the session for 1898–99. Thirty-nine pupils who completed their course in the spring of 1898 became at once unsalaried employees at the different railways, and in from 1 to 3 months were put on the wage list, thus testifying to the practical value of the instruction.

(b) St. Gallen Railway School, constituting a part of the St. Gallen Training School, was opened in 1895. It devotes less attention to technical subjects, and trains rather for employment in the central offices and for station and yard officials. Purely technical instruction for railway officials and engineers is given at the Zurich Polytechnic Institute and at the University of Lausanne, and also at the advanced technical schools of Winterthur and Burgdorf.

The St. Gothard Railway, as indeed all the Swiss roads, lays great stress on the duty of the higher officials to look after the systematic instruction of all employees directly under them. A few extracts from the rules of the St. Gothard Railway illustrate this. "Every booking-office clerk, who has assistants, is expected to instruct them in their duties, and see that they learn their business." "The telegraph inspector has more particularly to attend to * * * the training of the officials and employees connected with the telegraph service." "If a brakeman requires any explanation about any of the duties he has to perform, he is to apply to his driver, in the first place, and eventually to the chief of his depot." Instructions to guards and head guards specify the duty of instructing all men under them.

Traffic inspectors are required on their tours of inspection to ascertain whether their subordinates are perfectly acquainted with all the regulations, instructions, circulars, etc., that have been issued, and if they are not understood or have been misinterpreted to give the necessary explanations and elucidations. All employees of the St. Gothard Road are given full instruction in ambulance work and first aid to the injured in case of accidents and in the use of the sanitary materials which are provided everywhere. These lectures are given by the medical men of the railway staff.

While therefore laying emphasis upon the need of direct instruction of their employees by their own officials, the Swiss roads are also quick to recognize and support other institutions with similar aims which are started independently.

The opportunities for the higher officials in connection with such public educational institutions as the Polytechnic Institute at Zurich are well illustrated in the following table of free lectures which have been given during the past few years:

Session.	Winter term.	Hours per week.	Summer term.	Hours per week.
1889–90	Railway signals	1	Railway telegraphs and signals	2
1890–91			Cost and organization of constructional work; commercial considerations.	2
1891–92	Principles of the signaling service.	1	Railway telegraphs and signals	2
			Financial organization of railways, tariffs.	2
1892–93	do		Railway telegraphs and signals	2
1893–94	Signals and accidents	2	Commercial considerations in setting out a railway.	2
			Railway telegraphs and signals	2
1894–95	Railways, cost of construction	1	Organization, tariffs, and constructional works.	
	Management of traffic	1		
	Rolling stock	2	Railways in America	1
1895–96	Management of traffic	2	Organization, tariffs, and constructional works.	
1896–97	Traffic, technical considerations.	2	Traffic, technical considerations	
	Railways, general arrangement.	1	Telegraphs and signals	
1897–98			do	2

4. SPAIN AND PORTUGAL.—The principal railway companies of Spain and Portugal have devoted considerable attention to the education of the children of their employees. In Valladolid, in the north of Spain, where one of the principal shops is located, the railway company has established a primary school for children of its employees. The graduates become apprentices in the shops, and the cost of the school is borne by the company. At Entroncamento the Royal Portuguese Company has shops and a school, the cost of which is borne by the sick and pension fund. This is also for elementary instruction for children of the employees from 6 to 15 years of age. Only a few companies have organized schools for the training of employees; such are the Madrid (Delicias) and the Lisbon (Santa Apolonia) schools, both intended to train guards, telegraphists, and train clerks for the traffic and locomotive departments and accountant's offices. The Lisbon school admits pupils who wish to become brakemen as well. The number of pupils taken is limited, and preference is given to the children of active, retired, or dead employees. Here instruction is given in traffic, tariffs, and station accounts; the instruction is given by the higher employees of the railway, who receive extra pay for this work. The courses take 3 months at the Madrid school and 6 months at the Lisbon school, and pupils who pass a final examination are taken on trial, and if satisfactory receive appointments in the railway service. The Amalgamated Society of Employees of Spanish Railways has founded a school at Madrid for training young men for telegraph and railway office work, and the school is under the patronage of the railway companies. Strictly speaking, however, no company in Spain or Portugal has organized any school for technical instruction, particularly for railway traction.

5. FRANCE AND BELGIUM.—Mr. Jourde's excellent report on these two countries, presented at the last session of the International Railway Congress, says that the general education need only be purely elementary, except in the case of inspectors and district officials. As to technical education, general opinion favors the acquisition of it by serving a probationary period at the particular duties of the appointment, but in the case of a certain class of employees, namely, the artisans employed in the shops, they should be men who have already acquired a thorough knowledge of their trade. Hence, three kinds of schools are necessary for candidates for employment by a railway company: (1) Primary schools; (2) higher schools; (3) apprenticeship schools for workmen. Something has been done by the railway administration in providing these three kinds of schools for the sons of their employees, a class which furnishes the best recruits for railway service. With respect to primary schools three systems have been adopted: (*a*) The direct management of the schools by the railway administration; (*b*) the granting of subsidies to schools attended by the children of railway families; (*c*) the founding of scholarships reserved for sons of employees. Secondly, with respect to higher schools, only the third method is in actual practice, although all three methods pursued in the case of primary schools might be, under certain circumstances, advisable. The French and Belgian railroads, however, do not control any higher schools or subsidize them, but do give, frequently, scholarships to the sons of railroad employees. Thirdly, with respect to apprenticeship schools for workmen, the French state railways utilize the public evening schools. The Orleans Company has established, in connection with its large workshop, evening classes for the teaching of physical science, applied mathematics, and mechanical drawing; likewise, the Northern Company has technical classes at La Chapelle, and lessons are given in drawing at their principal workshops. Other companies follow the same general method, and there is a general tendency not to lose any opportunity of affording workmen every chance of becoming first-class artisans.

6. ITALY.—Not one of the Italian railway companies has a complete scheme for the technical instruction of its employees arranged on a systematic basis. One company has afforded its employees every facility to attend courses, especially those in electro-technics, at the polytechnic schools at Turin. There is a school for firemen apprentices which was first established at Piedmont and a little later at Busalla, as early as 1853. Other schools were established later, and by agreement in 1885 the companies operating the three great Italian railway systems consented to maintain these schools, of which the following exist:

On the Mediterranean system, the schools of Milan, Turin, Alexandria, Rivarolo, Pisa, Rome, and Naples.

On the Adriatic system, the schools of Verona, Venice, Bologna, Florence, and Foggia.

On the Sicilian system, a mixed school for apprentice firemen and apprentice artisans held alternately at Palermo and Messina.

The instruction in these schools is both theoretical and practical and is given by the mechanical engineers of the companies.

The theoretical course takes 9 months and comprises the following subjects: (1) Arithmetic and geometry; (2) physics and chemistry; (3) the steam engine; (4) rolling stock; (5) traffic regulations.

The practical course consists in actual work as apprentice at the work of fireman for a whole year.

Apprentices are admitted between the ages of 19 and 26 years, on passing an examination in reading, writing, and arithmetic, and a test in practical work.

At the end of the course, and on the result of the examinations, those apprentices who are considered sufficiently advanced obtain a certificate of proficiency; the others are either discharged or allowed to follow the course again, according to the marks obtained; the most capable receive prizes in the form of savings-bank accounts opened at the company's expense.

The number of firemen prepared by the school is not sufficient to fill all vacancies, and other laborers are employed to act as firemen, but these can not compete for drivers' certificates till 4 years after their appointment as firemen.

In 1890 the Mediterranean Company established special schools for artisan apprentices in connection with their principal shops at Turin and Naples. The regulations for which were as follows:

(1) The instruction comprises both theoretical and practical training; the whole course extends over 3 years, according to a fixed schedule; (2) a maximum of 20 apprentices per annum, selected from among the sons of workmen and employees of the company, were admitted to the first year's course; (3) as soon as their names were entered on the register they were considered to be on the company's staff and eligible to benefit from the sick and benefit fund. After they had attended the courses for 3 years and had passed the final examinations, they were at once employed as artisans; (4) apprentices who failed to pass in the final examination might, nevertheless, be employed as workmen in the shops. This plan did not work well, because the pupils felt they were permanently admitted as employees as soon as they entered the school. New regulations, dated November, 1897, limit the number of pupils to 40, and provide for the admission of new pupils only every 3 years, so that the same pupils follow the 3-year course through. Pupils are no longer on the staff of the company, but may be appointed as artisans only after serving an 18-months' probationary period. Only boys from 14 to 17 years of age, sons of employees, are admitted to the school. They are paid a small wage from the date of admission. There is one private preparatory school for the training of employees in Italy, and this is partially subsidized by the Government. Italian railways encourage the children of employees to attend school by granting them passes to the nearest place where suitable schools are located. The Mediterranean Railway granted 3,000 such passes and the Adriatic Company 2,000 in the last 2 school years, 1897–1899. Primary schools have also been founded and aided by Italian railways, and two colleges, one at Ceccano and one at Veroli, have also been established through very liberal financial arrangements effected with the management of existing colleges at these places.

7. HUNGARY.—A rather novel experiment was tried by the minister of ways of communication and public work in Hungary, in the establishing of a new institution specially devoted to training men for railway service. This school is organized by the government minister and the managers of the various railway companies in the Kingdom. It is conducted and controlled by a board of inspectors, of which the under secretary of state in the ministry of commerce is president, and other members of the Government, and a representative from each participating railway administration, are members. This commission makes rules for the school, subject to the approval of the minister of commerce. With a few exceptions the professors may be chosen only from persons who have seen actual railway service, so that the work is essentially practical rather than theoretical. Pupils are divided into three classes. Regular pupils recommended by the participating administrations and those who present themselves for the complete course; private pupils who are already on the active staff of a railway and who are sent by the railway administration for a part of the course with a view to making up deficiencies and to passing the final examinations in the subjects taught at the schools; and lastly, voluntary pupils, who are also railway employees in actual service voluntarily attending some of the lectures and not required to pass an examination. The equivalent of a high-school education in this country is the standard required for admission to this school. Pupils must be at least 18 years of age. The required subjects of instruction are: The technology of railways, telegraphy, the working service, the commercial service, the geography of railways, the history of railways, railway legislation, especially as regards the fundamental laws of the constitution and the administration of the Kingdom, commercial arithmetic and railway bookkeeping, and also the description of articles of commerce; French and German are optional.

At the end of 1 year pupils are required to serve 3 months as apprentices at a railway station, after which they are appointed to the staff of a railway, provided they produce a certificate from the railway administration with which they served as apprentice stating that they fulfilled their duties in a satisfactory manner, and further provided that after their apprenticeship they pass a satisfactory examination on the work of the school. The school thus organized has been in actual operation for 13 years, and has supplied annually to the railways about 200 employees, who form the nucleus of a staff of employees well trained for responsible positions in connection with the commercial service, the telegraph service, and the traffic departments of Hungarian railways.

For the mechanical department, where special scientific training is required, reliance is placed upon the technical high schools, at which the minister of commerce has established 40 scholarships, given to young men with the understanding that during the summer holidays when the high school is closed they must serve an apprenticeship in the State railway workshop, for which they are paid at the rate of 2 florins per day. There are also special schools for apprentices in the workshops, and the general management of the Hungarian railways has created a considerable number of institutions to promote the welfare of their employees, and to provide general educational facilities for their children.

8. ENGLAND.—Perhaps the most notable illustration of the attention that is devoted to the education of railway employees by the English corporations is that of the shops and schools of the London and Northwestern Railway. Three institutions organized along similar lines are established as follows: (1) The Mechanics Institution at Crewe, especially designed for the locomotive department of the service; (2) the Viaduct Institute at Earlestown, for the wagon department; (3) the Science and Art Institute at Wolverton, for the carriage department of the service. The chief mechanical engineer of the London and Northwestern Railway, Mr. F. W. Webb, is the president of the Mechanics Institution, and similarly the wagon superintendent and the carriage superintendent, respectively, are the presiding officers of the institutions at Earlestown and Wolverton. The Crewe Mechanics Institution is managed by a council of 31 members, 3 appointed by the directors and 28 elected by the adult full members of the institution from among persons nominated by the directors and members. The directors retain practical control. Any person over 13 years of age may be admitted to membership upon payment of 7s. 6d. per annum as full members, 5s. as library members or news-room members, and 1s. 3d. per half session as class members. A payment of £5 constitutes a life member. A gymnasium, reading rooms, game rooms, hall, and smoking rooms are provided in addition to the evening classes, for which the school is specially organized.

Courses are offered in all elementary English studies, in French, music, shorthand, mechanical drawing, physics, chemistry, electricity, higher mathematics, mechanics, physiography, and hygiene. Courses begin in September and continue through to May. All full members are admitted free. Examinations are held and prizes offered. Scholarships are also provided. At the last distribution of prizes, which took place at a public gathering largely attended on November 28, 1900, addresses were made by Lord Stalbridge, the chairman of the railway company, by Mr. Webb, the president of the institution, by the Bishop of Chester, and by Sir William Preece, the well-known authority on the subject of electricity, all speaking in the highest terms of the practical value of the thorough work done by the institution.

The total cost of this institution for the year 1899 was between $8,000 and $9,000, of which the railway company paid in apprentice premiums about $2,500, the balance being made up of income from membership fees. This institution has been very successful, and from it the company has had no difficulty in selecting young men for any class of work carried on at its shops in Crewe. This was the primary object of the railway company when they established the institution in 1846. There is besides in the town a technical institute, which is under the control of the town council. The railway company prefers to keep entire control of its own institution, and therefore does not accept any grant of funds from the town council. The Viaduct Institute at Earlestown and the Wolverton Science and Art Institute are conducted in very much the same manner, and are intended to be of practical value along general educational lines as well as to have a direct influence upon the personnel of the railway staff.

9. GERMANY.[1]—For the higher technical education for the engineering corps of railroad officials chiefly engaged in the construction departments and maintenance of way departments of the German railroads, reliance is had upon special

[1] See discussion "Eisenbahnschulen" in Röll's Encyklopädie, Vol. III, p. 1295, ff.

courses in the engineering schools, technical schools, and universities, which Government institutions. For the higher administrative officials, the staff, and the rank and file of superintendents, and others engaged in railroading, the problem of a suitable educational training, apart from the experience gained in practical service, is just as real and pressing one in Germany other countries. There are those who recommend special schools, railroad academies, etc., to be conducted in connection with the technical high schools, and who recommend special courses on railroading in the universities. Both these have been tried. The requirements for admission to the special schools are generally understood to be the same as for admission to the technical high schools that is, a good general education, and in the conduct of the schools, the preference is decidedly in favor of having the lectures and instruction given by practical cials in the railway service. In connection with the Prussian State railways special classes and courses of study were already provided by some of the railroad directorates as long ago as 1866. These were for special classes of officials such instruction was formally organized by ministerial decree of the Government dated March 11, 1878. The plan comprises meetings at the principal railroad stations once or twice a week, in which most of the officials participate. office and station officials, trainmen, shopmen, freight employees, enginemen, and others take part in specified courses. Attendance is optional for the majority the men. For some officials who have to pass periodical examinations it is compulsory. The instruction covers the rules and regulations, the principles of machinery and its operation, signaling, custom regulations, rates, railroad geography, etc. Also railroad law and the organization of railroad officials as far as officers is taught. For the office force there is usually a greater number of lectures provided in half-year courses.

In 1884 in Württemberg courses similar to those in Prussia were provided. In 1882 the Rhine Railroad Company founded a technical railroad school at Nippes, which is a State institution opened to all employees in administrative work, and intended to prepare for the position of superintendent in the various grades of railroad service. There is also, in connection with this school, a school for apprentices in the lower grades of labor. A number of other such schools exist throughout Germany. Such schools were established at the principal shops of the Prussian railways by order of the Government, dated December 21, 1878. The period of instruction covers 4 years, and the entire training is intended to turn out a first-class mechanic. Pupils are admitted at the age of 14 and not older than 16 years of age. In a few exceptional cases the maximum age is fixed at 18. Pupils must have completed the courses in the elementary public schools. Instruction is free and the discipline is strict. The chances for permanent employment for those who go through these courses successfully is good. During the period of instruction pupils are paid a daily wage, beginning with 80 pfennigs or about 20 cents, in the first year, and after that subject to an increase of 10 pfennigs every 6 months, with the exception of period in which the increase is 20 pfennigs, so that during the last half year of the course they receive the daily wage of 1½ marks, or about 36 cents. Pupils are also permitted to participate in the sick benefits to which regular workmen are admitted. At the end of the fiscal year 1899–90, the number of apprentices in such Prussian State schools was 1,745. Similar schools exist throughout the various German States.

The following account of the railway school at Breslau, as described in a German periodical, is given by Mr. Eaton:

The railway school at Breslau opened in October, 1897, under the control of the Royal Railway directors, teaches theoretical science and prepares candidates for appointment as secretaries and superintendents in the traffic and freight departments, and also gives employees already in the service opportunities for attending courses of lectures. The teachers are railway officials and appointed by the railway directors. The discipline of the school is the same as that on the railway. Lectures take place between 8 and 11 a. m., and on 3 days of the week from October to the end of March.

Frequent oral examinations are held. The courses are prescribed as follows:

1. Constitutional law of the State and the Empire, organization of the departments of the State and the Empire, executive government of the Prussian State railways, internal regulations of the offices: Thirty lectures.
2. Principal provisions of the law, or procedure of the law, as to the tutorial functions and jurisdiction of the administration, discipline, law, and the regulations applying to officers and employees: Fifteen lectures.
3. Geography: Ten lectures.
4. Officers' benevolent institutions: Ten lectures.
5. Workingmen's benevolent institutions: Twelve lectures.

. Political economy: Ten lectures.
. Cashier's department: Twenty lectures.
. Account keeping: Twenty lectures.
. Arrangements as to fares and freight rates for and additional pay to the train ff: Six lectures.
0. New lines (laws dealing with railway undertakings, preliminary works, mpulsory purchase, survey, regulations as to construction): Seventeen lectures.
11. Stores department: Eight lectures.
12. Workshops department: Six lectures.
13. Audit department: Nineteen lectures.
14. Rates department: Fifteen lectures.
15. Customs and taxes: Fifteen lectures.
16. Utilization of rolling stock: Eight lectures.

II. Technical Education of Railway Employees in the United States.—

. THE PRACTICE OF AMERICAN RAILWAYS.—In reply to the question: Is the chnical education furnished by the railroad to its employees? If so, to what ctent and to what grades of service? Replies were received from 40 roads in the nited States operating 112,353 miles of line and employing 633,023 employees. wenty of these roads replied that no technical education was furnished by them. he replies received from the other 20 roads operating 55,662 miles of line and mploying 380,302 employees are as follows:

3 TECHNICAL EDUCATION FURNISHED BY THE RAILROAD TO ITS EMPLOYEES? IF SO, TO WHAT EXTENT AND FOR WHAT GRADES OF SERVICE?

1.

No, except in the way of reading rooms supplied with general and technical iterature. We also encourage the use of the privileges afforded by the technical correspondence schools.

2.

(*a*) Special technical instruction is given all men engaged on locomotives or trains, or having to do with the train service. They are required to pass certain frequent examinations.

(*b*) A car fitted with every modern device for the particular technical education which they need, and under competent instructors, is moved about the system.

3.

The company furnishes no technical education to its employees. Employees in all grades are encouraged to acquire a knowledge of the technical principles involved in their work and facilities are put in their way for obtaining the same outside of working hours in reading rooms and Railway Young Men's Christian Associations, where instructors are provided.

4.

Technical education is afforded employees of the transportation department through the medium of instruction cars equipped with necessary apparatus and charts. These in charge of competent instructors visit division points on the line periodically.

5.

No technical education is furnished by company, but all employees are encouraged to acquire such knowledge outside of working hours.

6.

No. They are encouraged to take tuition in the Scranton International Correspondence Schools and other similar institutions upon favorable terms.

7.

In the transportation and machinery departments: Apprentices to the trades of machinists, blacksmiths, boilermakers, tinsmiths, carpenters, and painters are taken at the principal shops of the company and serve a term of apprenticeship,

varying from 3 to 4 years, according to age, being released on attaining majority. Some of the machinist's apprentices are given special instruction mechanical drawing as a part of their apprentice course, but aside from this going no technical education is furnished by this company.
In the road department: No.

8.

Technical education is furnished by the company to employees in practically all grades of the service with the exception of officials.

9.

Technical education is encouraged among employees engaged in the machine and locomotive departments. Air-brake rules and appliances are provided for the instruction of enginemen.

10.

There is practically no technical education furnished to employees, although some literature has been furnished engineers and firemen from time to time.

11.

In train service the technical education furnished by this company consists of special instructions to trainmen in regard to the use of air brakes and air signals, for which purposes we have fitted up a car to be used especially in connection therewith. In reference to apprentices in our shops, if special ability is shown they are promoted to our drawing office, where they receive technical experience in mechanical engineering.

12.

Firemen for locomotives are furnished documents for study, and, if they are successful in passing first, second, and third year examinations, are qualified as engineers and assigned to special or regular service, civil service governing. Aside from this class of employees and apprentices in shops, technical education is not furnished by the company.

13.

For instruction in the use of certain appliances, such as air brakes, we have working models at various places, with instructors to explain their operation; we employ traveling officers to ride on locomotives to instruct enginemen as to proper methods of firing and handling the engine, and have established reading rooms at the division points, where employees may have access to current railroad literature. Many of our men are members of railroad technical correspondence schools, and we foster in every way such plans for their educational benefit.

14.

Yes. This company takes apprentices in its shops and makes them thorough mechanics; also in train service educates them in the use of air brakes, steam heat, light, etc.

15.

The company does not furnish any technical education to its employees, although such an education is considered very beneficial and generally proves to be a great advantage to young men entering the employ of the company in certain lines of service, particularly in the engineering and motive-power departments.

16.

Technical education is furnished machinery-department apprentices, for whom a regular night school is maintained at the company's machine shops.

17.

In train service, yes, in connection with the operation of air brake and signal appliances.
In electric service, no. In many positions in this department a technical education is necessary.

18.

In air-brake work only.

19.

Technical education is encouraged among employees engaged in the machinery nd locomotive departments. Air-brake rules and appliances are provided for he instruction of enginemen.

20.

Technical education is given in the handling of air brakes, steam-heat appli- nces, appliances for lighting passenger cars, etc., by the use of instruction car, nder charge of an instructor, men are first instructed and then examined. hould a man fail to pass satisfactory examination, he is again required to attend ar for instruction, and a second examination given. If he is then unsatisfactory, e is either dropped from the service or put in some other grade of employment. his instruction covers all men engaged in train and yard service of every grade.

From these replies it will be seen that very little in the educational line outside f what may be called the apprentice system is undertaken by American railroads.

Mr. George B. Leighton, president Los Angeles Terminal Railway, St. Louis, n his report to the International Railway Congress, says: "The education of ailway employees and managers in the United States is at present undergoing a tate of marked revolution. With two exceptions, * * * there was no effort n the part of railway companies in the United States to offer special education or the training of young men and apprentices until within the past decade. There re now, however, a number of schools throughout the country which have added course for mechanical engineers, adapting their students to the work of the nechanical department of railways. The courses in these schools are being xtended and developed yearly." A list of 28 principal technical schools in the Jnited States, in many of which tuition is free, is given in Mr. Leighton's report.

The Baltimore and Ohio Railroad opened a technical school at Mount Claire, Md., February 1, 1885; 150 pupils took the examination for admission, and 40 passed. Mr. Leighton gives the following account of this school, and also of the Brooks Technical School, opened January 15, 1883, in connection with the Brooks Locomotive Works, at Dunkirk, N. Y., and intended for the benefit and use of the apprentices in the employ of those works:

(*a*) *The Baltimore and Ohio Technical School.*—The literary training at first consisted of algebra, geometry, and elementary physics, with free-hand and mechanical drawing. There was a great deal of shop work, the instructor accompanying the boys into the shops, directing their work, and examining them there to see how well they understood what they were doing. The instructor also taught them the use and care of tools and machinery and the nature of the material used. The boys at first were trained as machinists, brass finishers, carpenters, steam and gas pipe fitters, molders, upholsterers, draftsmen, painters, bridge builders, and engineers.

In President Garrett's order establishing the school, which is dated January 15, 1885, an examining board, consisting of three instructors in the school and two medical examiners, was provided for; the different classes of apprentices were established, and the pay for each class was given. The students were required to wear uniforms, the first suit being furnished free, and renewals at the expense of the students, the payments being arranged in installments. Apprentices were graded, according to ability and intelligence, into three classes, and the road exacted the privilege of keeping in its service such apprentices as were competent for at least 3 years after graduation.

The school was closed in the autumn of 1887 on account of the financial condition of the Baltimore and Ohio Railroad.

(*b*) *The Brooks Technical School.*—The officers of the works at the inauguration of the school stated that it was their intention to institute a high degree of excellence among their apprentices—first, by refusing all unfit applications, and second, by using special endeavors to afford them every advantage to become not only skillful and competent workmen, but also to educate them in the principles underlying mechanical construction and afford them opportunities to study and practice elementary mechanical drawing. Hence, no applicant would be accepted until a full investigation as to his character and elementary education had been made.

To the school was assigned the entire third floor of the new office building, the room having been fitted up with all modern school furniture and appliances. Competent instructors were employed, text-books, drawing instruments, and all

needed supplies were furnished, and the school opened with all the apprentices in the employ of the company, to the number of about 35, in attendance.

The rules for admission required that every applicant be an apprentice in the works and at least 18 years of age, of good moral character, with a fair knowledge of the ordinary English branches of education, and able to write legibly. The sessions of the school were held Monday, Wednesday, and Friday nights of each week from 7 to 9 o'clock, and instruction was given in penmanship, spelling, arithmetic, algebra, geometry, physics, and mechanical drawing. Prizes were offered for excellence in scholarship and regular attendance.

The school thus established continued with varying attendance for about 7 years, since which time it has not been continued, principally owing to the fact that the apprentice system of the works does not admit of sufficient new material with which to maintain a satisfactory attendance and owing to the growing disinclination of the apprentices to attend the school at night after working full time in the shops during the daytime. The report states, however, that the results obtained by this new departure have proven of a highly satisfactory character. Many of the young men who availed themselves of the opportunities offered now occupy responsible positions on railroads and in our shops and drafting department, and can trace the foundations of their usefulness to this and other companies to the instruction therein received.

B. THE GENERAL NEED FOR EDUCATION OF RAILWAY EMPLOYEES.—Mr. J. Shirley Eaton,[1] in a comprehensive report on "Educational training in railway service," speaks of the general opportunities which the railroad has for educational work. The railway library, for example, is something which by the use of the baggage car and the highly organized train and station staff can be circulated over a wide territory at no expense. The Boston and Albany Railroad has had a traveling library since 1869, and its annual circulation at the present time (1896) is about 8,000 books per year. It receives donations of money and books, but is chiefly supported by donations from the company. The library of the railroad branch of the Young Men's Christian Association of New York City was founded in 1847 by Mr. Cornelius Vanderbilt and contains 7,500 volumes, one-tenth of which are more or less technical. Books were delivered during the year 1898 to 724 readers along the lines of the New York Central Railroad. The Baltimore and Ohio free circulating library is located at Baltimore, and has been selected with special reference to the wants and tastes of the employees and their families, and books are circulated free to employees at any point on the Baltimore and Ohio lines. It is sustained by voluntary contributions of money and books by officers and employees of the railroad and by outsiders interested in this work. It began work in 1845 with 4,500 volumes, the nucleus of which was a collection of 600 volumes donated by John W. Garrett in 1869. The first year over 16,000 volumes were circulated, and there has been a steady growth since that time up to 1896, when 89,505 volumes were taken out by 2,500 borrowers. The books travel over 3,000 miles of railway system. The library now contains about 14,000 volumes. The Wells Fargo Express Company has also organized a traveling library among its employees.

In Mr. Eaton's valuable report there will be found a series of answers to questions propounded to leading railroad men on the subjects of: (1) General education of railway employees; (2) the apprentice system, and (3) education for the mechanical department. They indicate that considerable thought is being devoted to this subject by railroad officers, but do not bring out any additional facts concerning the practice of American roads other than those already exhibited in replies quoted in the answers to the question on the schedule of your expert agent. Both Mr. Eaton and Mr. Leighton, in the reports already referred to, discuss at considerable length the opportunities offered by the colleges, universities, and technical schools to furnish an education in engineering adapted to railroad uses and in commercial economics adapted to the office and general staff of railroad administration. There is a tendency and a willingness on the part of the American institutions for higher learning to meet any well-defined need in the community and to specialize and adapt specific courses to this end. Opportunities for the study of railway transportation and economics are now offered in special courses at the following universities: Chicago, Cornell, Harvard, Illinois, Leland Stanford Jr., Michigan, Minnesota, Pennsylvania, Purdue, Wisconsin, Yale, and others, in most of which there are also good railway mechanical engineering courses. There are also a number of special schools which are in great favor among practical railway officials, such as the Massachusetts Institute of Technology, the Troy Polytechnic, and the Stephens Institute, which have excellent engineering schools.

[1] See Report of the Commissioner of Education, 1898-99, Vol. I, Chap. XVII, pp. 871-955.

Few college men, comparatively speaking, go into railway service except rom the engineering courses. A table, or rather some notes based on a large umber of inquiries, are given in Mr. Eaton's report. Mr. Leighton, at a meeting f the New York Railway Club in January, 1897, outlined the topics of instruc- ion which might be covered in a college course prepared especially for railway ervice, and which could be expected to bring into such service, especially in the dministrative staff, men well prepared for rapid promotion. Mr. Leighton tated his views as follows:

The course as herein planned is under consideration at Harvard. It will be ivided under several headings, the whole requiring several years' work, and the raduate will receive some proper degree. The first year would be devoted prin- ipally to subjects which belong to any course of liberal education, such as modern anguages, history, and political economy. During the second year a beginning will be made of subjects pertaining directly to railways, and the third and fourth ears wholly devoted to railway and transportation subjects.

The following titles suggest themselves under which most of the instruction would naturally be grouped:

1. *Economics.*—(*a*) *Historical.*—Relating to the conditions of commerce prior o the advent of railways. Transportation and distribution in 1800, both by land and water. Limitations of commerce and travel.

(*b*) *Traffic.*—The principles governing traffic, especially in relation to various kinds of commodities. State and other railway commissioners; their history and necessity and duties. American and foreign commissioners; how they may be of great assistance to the corporation and public, or disastrous to the interests of both.

(*c*) *Social.*—The railway as a social factor, showing the conditions of harmoni- ous relations with the people and with the authority of the State; the Government control or regulation of railways at home and abroad.

(*d*) *Labor.*—The relation of labor to railways. Labor organizations, beneficial and harmful. Examples of profit sharing. Future relations as reviewed to-day.

(*e*) *Geographical.*—Differences in geographic conditions affecting traffic, such as Eastern system of dense traffic and those built in advance of actual need in the West. The difficulties attending operation of light traffic over long distances.

2. *Legal.*—(*a*) Position of the railway under the common and statute law. What a railway may and may not do. Leases and ownership of other lines from a legal standpoint. Receivers; their duties and responsibilities. Liabilities to the State and individuals.

3. *Business management.*—(*a*) *The operation of the railway.*—Duties of various officers and their relations to each other. Detailed study of organization, with special study of approved examples in America and Europe. Duty of general manager. The economic handling of traffic from an operative standpoint. The telegraph as used on railways.

(*b*) *Financial.*—Railway accounting. Study of some approved examples, with remarks on other methods. Duties of treasurer and auditor. Capital and securi- ties of railways. Bonds, stocks, car trusts, etc. The status of the holders of these to the control of property.

4. *Mechanical.*—(*a*) *Machines.*—The locomotive, steam engine, dynamo, and motor. Conditions under which the work must be done. Cars and their moving parts.

(*b*) *Equipment.*—The adaptation of it to the work in hand. The varying demands of traffic necessitate material differences, but the elements of efficient equipment now fairly understood.

5. *Civil engineering.*—(*a*) *Historical.*—Development of the tramway from the cart road, and the further development of the modern railway. The surmount- ing of early difficulties, public opposition, and the lack of proper track and equipment.

(*b*) *Location.*—Fundamental principles of economical permanent ways. Proper location of line. Grades; their effect on operation.

C. RAILROAD TRADE SCHOOLS.—Mr. Walter G. Berg, chief engineer of the Lehigh Valley Railroad, presented a paper at the eighteenth annual convention of the Eastern Maintenance of Way Association, held at Saratoga, September 19, 1900, in which he discussed the question of "Education of railroad men." This is a subject to which he has devoted attention for a number of years. He has visited the leading technical and trade schools in Europe and similar institutions in this country. He maintains that there are three principal points to be kept distinctly in mind in any discussion of this question: (1) Clear division to be recognized between the higher and middle classes of railroad men and preparatory education suitable for each; (2) the higher class, offering the material for which the future managers, professional and heads of departments, may be drawn, should

be provided for by special railway departments at existing colleges and by adding general railway subjects to the present curriculum of the technical departments of colleges; (3) the middle class of railway employees, comprising young men entering the railroad service in subordinate positions of all kinds, many of whom will some day fill the large number of responsible minor railroad positions of trust, should receive, after leaving the ordinary school course, a special short preliminary schooling adapted to the particular departmental work they expect to take up on entering a railroad shop, gang, or office.

This special education will be gained most advantageously in a special railroad trade school, and such schools should be established wherever possible throughout the country.

Mr. Berg's idea is that these schools would be to railroad work what good commercial schools and business colleges are to business. They would come in between the regular public-school course and a boy's entrance into practical railroading. It would not necessarily take very long to give a bright American boy with a good public-school education a general familiarity with the technique of one or more departments of railway service and a broader sympathy with the railway business as a whole, which would facilitate his subsequent advancement. An outline of a plan for such schools was published by Mr. Berg as long ago as 1887, and has been frequently discussed, usually with favor, so far as its fundamental propositions are concerned in many meetings of railway officials. An abstract of Mr. Berg's recent Saratoga address may be found in the Railway Age for September 21, 1900, vol. 30, p. 236, and his programme for a special trade school is given in full in Mr. Eaton's report, published in the report of the Commissioner of Education, 1898–99, vol. 1, pp. 93–896.

D. THE CORRESPONDENCE SCHOOLS.—The desire on the part of a large number of ambitious young men with the true stamp of American enterprise for training that will enable employees to improve their position and enable those that are employees to find employment in the railway service is abundantly manifested by the business success of the correspondence schools. There are two large enterprises, which are also partly publishing ventures, in the United States, which supply instruction for railway men by correspondence. The first is the Railway Education Association Correspondence School, whose aims are described in the Railway Age as follows:

"Their aim is to give an engineer or fireman, a machinist, trackman, or a trainman instruction concerning his practical work that will make him most efficient therein, and, in addition, such other studies as must improve his mind and which he may find time to follow. We call these latter studies 'optional' studies, but advise the men to prosecute all they can of them. We require the students to take the studies relating to their practical work if they wish to receive our diploma."

The charge for this instruction for mechanics is, for 50 lesson books, containing 425 lessons, $25, payable in 5 monthly payments, or $30 if paid in 12 monthly payments. A member's ticket is transferable, nonforfeitable, and unlimited in time. The following outline indicates the scope of the courses offered. Instruction is also given to classes in first aid to the injured, mechanical drawing, electrical drawing, and such elementary subjects as arithmetic, grammar, composition, etc.

LOCOMOTIVE CONSTRUCTION AND MAINTENANCE.

[Fifty fully illustrated lessons.]

Modern types of locomotives.—General and detail descriptions and full-page illustrations of 18 types of American locomotives.

Compound locomotives.—Oil-burning locomotives; details of locomotive construction; relations of details; inspection and care of locomotives.

Breakdowns.—Temporary repairs; permanent repairs; modern shop appliances and practices.

All locomotive appliances.—Their construction, operation, and maintenance.

The air brake.—Its history, construction, tests, troubles, and maintenance.

MECHANICAL PHILOSOPHY.

[Twenty-five fully illustrated lessons.]

Heat.—The source of power.

Steam engines.—A résumé of their history.

Matter.—And its properties.

Mechanics.—The laws of motion; gravity, its laws and actions.
Pneumatics.—The nature, properties, and effects of air.
Mechanical powers.—The lever and pulley; the wheel and axle; inclined plane; the wedge; the screw.
Hydrostatics.—The nature, properties, and effects of water at rest and in motion; hydraulics; friction and lubrication; friction of fluids.

WORK OF THE MASTER CAR BUILDERS AND MASTER MECHANICS' CONVENTIONS, 1868–1900.

[Fifty fully illustrated chapters.]

A review of the work of the 33 annual conventions of the American Railway Master Mechanics' Association from its inception in 1868 to the present, giving a concise description, with numerous illustrations of the association's work in dealing with the condition of American locomotive operating—a work of great importance, which in its course dealt with nearly every detail, material, and method of locomotive construction.

The review deals with this work consecutively as relating to the respective lines of research and recommendation. Thus, for instance, the subject of "boiler plates" is taken up and described to the end without interruption; and every important act of a member, a committee, or convention, showing the necessity of, or tending toward, improvement is described and illustrated. In like manner the review described the progress of improvement in each important matter of locomotive design, construction, and repair, which has given Americans to-day the highest types of locomotives in the world. The information revealed in this review regarding these matters is of great value to every railway mechanic who desires to know what is best in his line of work, and the long, expensive experience that has led to the adoption of what is believed to be the best.

ECONOMIC LOCOMOTIVE MANAGEMENT.

[Fifty lessons.]

Firing locomotives.—The formation and combustion of bituminous and anthracite coal; advantages and disadvantages of different methods of firing.
Principles of natural philosophy underlying steam engineering.
Boiler feeding.—The formation of steam; great importance of correct methods of boiler feeding as affecting fuel consumption and the preservation of boilers.
Use of steam.—Advantages of high pressures and early cut-offs; cylinder condensation; effects of lowering rates of combustion.
Duties of enginemen.—Respective duties of engineers and firemen.
Care of locomotives at terminals.—Proper methods of "firing up;" importance of having the fire cover the grates; importance and methods of preventing the rapid cooling of boilers; utilization of surplus steam.

OPTIONAL STUDIES.

[Fully illustrated.]

Electric motive power (fifty lessons).—Nature and source of electricity; electric motors, their construction and operation; electric railway appliances.
Mechanical and free-hand drawing (fifty lessons).—Especially designed for railway men, with numerous plates and exercises.
Arithmetic (fifty lessons).—A complete course in arithmetic, with examples and problems upon the daily experience of railway men; the fundamental rules, fractions, percentage, square root, cube root, mensuration of surfaces and solids.
Grammar and composition (fifty lessons).—Plain and simple instruction designed to enable a man to improve his language and increase his power in its use.
Penmanship and spelling (fifty lessons).—Easy instruction; teaching a plain business hand, in connection with a course in spelling, consisting of words in common use.

The second large correspondence school is that known as the International Correspondence School at Scranton, Pa., which was started in 1891. The following outline of courses for engineers, firemen, conductors, train men, shop and roundhouse men will indicate the scope of this work:

THE LOCOMOTIVE-RUNNING COURSE.

The locomotive-running course has been prepared exclusively for locomotive engineers and firemen. Through it any locomotive engineer or fireman can qualify himself to pass any examination required of engineers by any railroad. Every point likely to come up in an examination is treated in the instruction papers. No preliminary knowledge of mathematics is required before the student gets into practical lessons on the care and management of the engine. Illustrations are used wherever they will assist one to understand the subject; necessarily they occur very frequently. The illustrations are so made as to show sections of many parts, but in a picture style, which does away with the tedious study necessary in grasping the ideas to be conveyed in sectional illustrations. The illustrations of the air-brake system are the finest in print. No other work on the locomotive is so well adapted to the engineer and fireman as this. The course is in charge of men of wide experience, who devote every attention to the advancement of students.

THE TRAIN-MEN'S COURSE.

The train-men's course is intended for conductors, brakemen, and train hands generally. It consists of that part of the locomotive-running course which treats on the air brake, its construction and operation. Like the rest of the locomotive-running course, this portion has been prepared in such a manner as will make it most useful to train hands. It is freely illustrated with cuts which can be understood at a glance. It contains instruction in just what train men are required to know.

THE LOCOMOTIVE-ENGINEERING COURSE.

This course is intended for railway employees or others who desire education in the principles involved in locomotive designing and construction. It is necessarily longer than the locomotive-running course, and includes instruction in mathematics, including mensuration and the use of formulas. This is followed by carefully prepared lessons in mechanics and mechanical drawing, mechanics, steam and steam engines, locomotives, dynamos and motors. Our description of the operation and construction of air brakes, vacuum brakes, etc., is the best in print. It is a course in locomotive designing and building more complete than can be obtained in any other manner.

THE COMPLETE LOCOMOTIVE COURSE.

This course is a combination of the locomotive-running course and the locomotive-engineering course. The engineer or fireman who wishes to understand the theoretical design and the detailed construction, as well as the manipulation and care of the machine on the road, will find this course well adapted to his needs.

THE COMPLETE MECHANICAL COURSE.

This is a thorough course in the elements of mechanical engineering intended for master mechanics, foremen, machinists, apprentices, draftsmen, and all classes who are anxious to obtain a first-class mechanical education.

THE MECHANICAL-DRAWING COURSE.

This course includes instruction in mathematics and mechanical drawing, and is intended for those who wish to learn how to make and read mechanical drawings. Many graduates of this course are to-day filling important positions in drafting rooms, and the excellence of their work is not only attracting attention to them, but it is creating an increasing demand for draftsmen taught by the International Correspondence Schools.

SYNOPSIS OF THE LOCOMOTIVE RUNNING AND TRAINMEN'S COURSES.

Locomotive boilers.—Types of boilers. Construction of boilers—Fire box, flues, heating surface, grate area, smoke box, draft appliances, causes which make an engine steam badly. Combustion and firing—Chemical elements and compounds, chemical combination, combustion, smoke, firing. Boiler attachments—Gauges,

afety valves, whistles, injectors, lubricators. Boiler feeding and management—ransfer of heat by radiation, conduction, and convection, circulation of water n boiler, feeding the boiler, height of water, foaming and priming, low water, il in boilers, scale and mud, corrosion, blowing off boiler, excessive pressure, ollapsed flues, boiler inspection, boiler explosions.

Steam, cylinders, and valve gears.—Work and energy. Heat, its effects and ieasurement. Steam—Formation of steam. Steam table—How to use steam able, work done by steam, the steam engine. The locomotive—Types of locomo-ives, locomotive running gear. Steam cylinder and connections—Steam cylin-ers and steam chest, the slide valve, balanced valves, valve setting.

Management of locomotives.—Running the locomotive, care of the locomotive. Breakdowns and running repairs. Compound locomotives.

The air brake.—Historical—The straight air brake. Westinghouse automatic air brake—General arrangement of the air-brake system, main reservoir, duplex air gauge, pump governors, the 8-inch air pump, the 9½-inch air pump, plain triple valve, quick-action triple valve, freight and passenger equipments, train-line couplings, retaining valve, engineer's D-8 brake valve, engineer's D-5, E-6, or F-6 brake valve. Defects and remedies—Improved pump governor, old-style governor, pumps, quick-action triple valve, plain triple valve, care of triples, freight equip-nent. Retaining valve. D-8 brake valve, F-6 brake valve, care of the brake valves, equalizing reservoir. Operating and testing—Piston travel, the make-up of a train, making up a train, testing brakes, terminal test of train, running test, temperature test, handling trains, stops, service, emergency and accidental emer-gency stops. Piston travel and its adjustment. Levers and leverage—The simple lever, compound levers. Brake power. Train air signaling system—General arrangement of apparatus, description of apparatus, signaling, terminal test of system, signal-line defects. The high-speed air brake—high-speed service, general arrangement of apparatus, operation of apparatus, operating the brake system. The New York air brake—principles and operation of the air-brake apparatus, engineer's brake valve.

The plan of the International Correspondence School is a very simple one. For the following fees, to wit, for the mechanical locomotive department courses, $58.13; train-men's courses, $26.67; air-brake courses, $20; locomotive engineering, $27.13; locomotive running, $40, a set of books is sent and correspondence entered into between the pupil and the teacher in charge of the course. Periodical examination papers are required, and everything is done to assist the pupil to master the course, no matter how long that may take. The prices specified above are the net prices when the fee is paid in advance. There is an arrangement by which the admission fee may be paid in installments, in which case the charge is somewhat higher. There are certain classes of men who undoubtedly can be greatly aided while in practical service, and who feel keenly the lack of book knowledge and of early opportunities to acquire the same. The courses, however, are looked upon by most well-trained railroad men with some suspicion, and are open to the criticism of being necessarily superficial or of not being able by this method to accomplish what they promise. The fact, however, that railroad employees are taking up these courses very eagerly, and that large numbers are enlisting in these correspondence schools, is abundant proof that there is a great demand that the rail-roads in this country to do more than they have done, to furnish technical training along theoretical lines as well as the practical supervision of work in the shops and in the operating department of the service. If, therefore, railroad men get a smattering of knowledge that is perhaps worse than none at all and are likely to be imposed upon by schools which are only schools in name and largely mere pub-lishing ventures in reality, it is chiefly the fault of the roads themselves. They will find it cheaper in the end, and it is to be hoped that they will realize the fact in time to save a costly experience both for themselves and their employees, by establishing, either singly or collectively, a good system of railroad schools, from the lowest grades of the service to the highest. For the lower grades of service, and for the more elementary and popular topics of instruction, the machinery now in operation in the educational departments of the railroad branches of the Young Men's Christian Associations might be strengthened and utilized. For the high-est grades of service, and for the highly specialized engineering education, the most economical plan would be for the railroad to cooperate with existing colleges and universities, as well as technological schools, to secure such courses as are needed. For the intermediate grades—that is, for the skilled artisan class and the lower ranks of the officials in all departments—new schools under direct railroad management and, if possible, on a cooperative basis, should be established.

§8. THE DISCHARGE, PROMOTION, AND DISCIPLINE OF RAILWAY EMPLOYEES.

The regulations and rules governing the discharge and promotion of railway employees present many serious problems, in connection with which friction often arises between employers and employed. In the discussion in section 6 of the general requirements and regulations of railway corporations for admission to the various grades of service much has necessarily been said about the rules for promotion and especially concerning the methods of recruiting employees in one grade of service from those in another. In the schedule of inquiries sent out to the leading railway corporations, the following question was asked: What are the rules for discharging and promoting employees? To this question 38 roads replied. These 38 roads operate 100,630 miles of lines and employ 587,651 men. Their replies are as follows:

WHAT ARE THE RULES FOR DISCHARGING AND PROMOTING EMPLOYEES?

1.

Employees are discharged for cause and governed in the matter of promotion by civil-service rules.

2.

Employees are discharged for violation of rules. Their promotion depends upon their qualifications.

3.

(1) Nature and degree of offense, with greatest possible leniency consistent with the nature of the service.
(2) Civil-service rules so far as practicable.

4.

Promotion or retention in service depends entirely upon past work and records of all the men.

5.

DISCHARGING.—Board of inquiry, consisting of not less than 3 railway officers, investigate all cases of violation of rules, misconduct, and negligence, and apply discipline in accordance with the offense.
Minor offenses.—The practice is not to suspend 10, 15, 20, 25 days for minor offenses, but in all such cases discipline by reprimand, which is entered on the record and in the end constitutes accumulated bad record.
Aggravated offenses.—Discipline by suspension of 30 days or more.
Unpardonable offenses.—Incompetence, intoxication, gross neglect, and accumulated bad record; dismissal.
PROMOTION.—Demonstration of capacity for increased responsibility. All things being equal, preference is given to employee longest in service.

6.

Brown's system of discipline. Discharge for cause. Promote on merit.

7.

There are no printed regulations governing the discharge or promoting of employees. Promotions are usually made within the service and as the merit of the employee and the requirements of the service may dictate. Employees are discharged only when their service or conduct is unsatisfactory, or a curtailment in the movement of traffic renders a reduction in the force necessary

8.

Employees are discharged from and promoted in the service in accordance with their adaptability and fitness for the service required, as determined by the employing officer.

9.

The manual of instructions has the following provisions on this subject:

SENIORITY AND PROMOTION.

1. In the choice of runs on any division, the engineer or fireman on that division who has been longest in service as an engineer or fireman, as the case may be, will have preference, provided he is considered competent by the superintendent and division master mechanic. By division is meant all the line under the jurisdiction of one superintendent.

A similar preference will apply to train men and switchmen, also to the promotion of firemen to be engineers, brakemen to be conductors, and switchmen to be foremen.

2. A temporary vacancy in passenger service of more than 20 days will be filled by the senior freight man, if competent; less than 20 days by the first man out that is competent.

When road crews do not make 2,600 miles per month, the men most recently employed or promoted will be set back firing, braking, or on the extra list, as the case may be.

In case of a shortage of men on one part of the road and a surplus on another, the surplus men will be transferred temporarily to avoid hiring new men.

3. Except as above provided, in case of a vacancy, either by death, resignation, dismissal, or promotion, or a new position created, or additional force being required in any position above the lowest rate of pay, the most capable man in any lower position should be promoted to fill the vacancy, no matter in what branch of the service he may be.

4. In order to have material worthy of promotion in every branch of the service, it will be necessary for heads of offices, departments, and divisions to select only the best applicants for such positions, as students, apprentices, office boys, clerks, operators, switchmen, brakemen, firemen, section foremen, etc., being the classes from which promotions are most commonly made, and make it a rule not to employ a new man for any position that can be well filled by promoting a man already in the company's employ.

5. Promotions from one branch of the service to another are desirable, and every employee should be encouraged to acquire a general knowledge of the business, especially of that branch toward which he has a natural inclination. To this end heads of offices, departments, and divisions will notify the general superintendent, general traffic manager, or general manager, of employees who are especially worthy of promotion to other departments. Care should be taken not to mistake a man's unfitness for his present work to be proof of a qualification for a better position in some other department, but rather the reverse.

6. There are some men in the company's employ who are receiving a higher rate of pay than the standard, on account of long service or a peculiar fitness for a particular position. In case a vacancy occurs in such a position no more than the standard rate should be paid to the man promoted. In case of an unusual advance, or in case the man has been very rapidly promoted, or in case the position has been made easier to fill, a reduction may be made below the standard rate, where it can be done without injustice to the man promoted.

The same principle should govern in the case of new employees, also in the case of new positions created.

PERSONAL RECORDS.

1. Superintendents, division master mechanics, division engineers, general shop foremen, road masters, and bridge foremen will keep the personal records of employees under their respective jurisdiction. The personal records of other employees will be kept by the heads of offices and departments in which they are respectively employed.

2. Officials charged with the keeping of personal records will make a record of each occurrence which tends to indicate that a man is incompetent. If a man is forgetful, disobedient, careless, lazy or unlucky, uneconomical or untruthful, the same record will be made; also for the exhibition of a disagreeable demeanor, a quarrelsome, meddling disposition, a proneness for gossip and stirring up dissensions, personal uncleanliness, or a foul tongue, intemperance or other viciousness.

3. In the more important cases an investigation will be made, and if the employee is then believed to be at fault a bulletin will be posted explaining briefly wherein the employee was at fault, and he will be so notified. Such bulletins will be simply for the purpose of giving instruction to other employees, and no names or dates will be given.

In the cases which are not investigated, the words "No investigation" will be entered in the record.

4. When a man's personal record, considering the length of time covered, is materially worse than the general average, he may be dismissed for the good of the service. Otherwise no employee will be dismissed (unless in cases of violent insubordination, dishonesty, or drunkenness), except where it is necessary to reduce the force.

5. In reducing force, conspicuously incompetent men having been dismissed the men most recently hired will be laid off or dismissed as may be necessary.

6. Conspicuously incompetent men should be discharged. The primary reason for the discharge should be not to punish or to reform the man or to incidentally improve the service by giving an object lesson to the other men, but to directly improve the service by weeding out the incompetent after a calm and deliberate consideration of the facts and circumstances.

10.

Question of discharge or promotion of an employee is generally referred to heads of the various departments. Our rule is to suspend, rather than to dismiss. Continued infractions of the regulations of the company necessarily result in dismissal. Employees are promoted on what may be termed "civil-service rules."

11.

Employees are required to observe the rules issued by the company for the protection of life and property. Failure to observe these rules entails discharge. Employees are discharged for lack of care and attention to their duties, for discourtesy to the company's patrons, for insubordination, and for incompetency. Promotion follows faithful and satisfactory work; promotion by seniority in the same line of the service being the rule, provided the person next in line has shown, with other qualifications, undoubted ability to satisfactorily fill the vacancy.

12.

No printed rules. Employees are discharged only because of unsatisfactory service or conduct, or reduction in business. Promotions are governed by merit of employee and company's requirements.

13.

Dismissals are governed largely by the general character of the employee who is discharged for violations of the company's rules, but each individual case is handled on its merits. We endeavor to follow a civil-service system in promotions of men, but the general character of their work and merit enters largely into it.

14.

Special record kept of conduct of each employee. Following is from company's circular: "Such acts as disloyalty, intemperance, dishonesty, gross carelessness, or serious offenses of like nature will be considered a sufficient cause for dismissal.

"A charge will be made on the record book of every case of neglect of duty, violations of the rules or regulations, accidents not meriting dismissal, improper conduct, etc. Instead of suspension (except for investigation) the employee will be allowed to continue at work.

"Special credit will be given on an employee's record, and may also be bulletined, for notably excellent conduct, good judgment in emergencies, etc.

"When the record against an employee becomes such as to demonstrate his unfitness for the service, he will be dismissed."

15.

Civil-service rules of promotion are carried out so far as practicable. Discipline by record without actual suspension. Employees are not discharged except for insubordination, intoxication, immorality, violations of imperative rules, or repeated infractions of rules, indicating incompetency, carelessness, or negligence.

16.

The Brown system of discipline is used—

1. In the transportation and machinery department:

Circulars were issued from the office of the general superintendent February 25, 1898, explaining the operation of the Brown system of discipline and the rules

n force under it in regard to discharge and dismissal of employees. The follow-ng new rules for promotion of employees are under consideration, and will prob-ibly soon be approved for use:

"All employees will be regarded as in the line of promotion, advancement lepending upon their loyalty to the company's interests, faithful discharge of luty, and capacity for increased responsibility. Examinations for promotion will e held from time to time, as may be required. Examinations for promotion in rain service will include physical condition, rules of the transportation depart-nent, air-brake practice, and such special examinations as the regulations of other lepartments may require. For promotion to position of conductor the applicant nust have had 2 years' experience in train service, of which the last year shall iave been in freight-train service. Employees desiring promotion to conductors nust make application in their own handwriting to the train master for exami-nation, in which they must state their age, experience, and general qualifications for the position. Applicants for the position of engineman must, in addition to the requirements of the machinery department, pass examination as to their phys-ical condition and the rules of the transportation department. Applicants will be examined in the order of their seniority, merit and ability being equal. Those who pass will rank in the service from the date of their examination on rules of the transportation department. Applicants who fail on the first examination must within 1 year make written application for reexamination. Those who fail on the second examination will be dropped from the service. Flagmen, brake-men, or firemen who do not apply for examination within 5 years may be dropped from the service."

2. In the road department: "No special rule; employees are discharged when their services are found to be unsatisfactory, on account of intemperance, dis-honesty, lack of ability, or violation of established rules. They are promoted upon their merits, seniority governing when other things are equal."

17.

Employees are discharged when their services or conduct are unsatisfactory, and when we have no further work for them. In promoting employees we consider ability first, seniority second.

18.

Promotion depends upon age in the service and ability to handle increased responsibility. There are no printed rules for discharging employees, as it is never done except for the purpose of reducing force or in the interest of discipline.

19.

What is known as the "Brown system" is used in disciplining men in the train, yard, and station service, and men in such service are only discharged for insub-ordination, use of intoxicants, and offenses of like nature. Employees are pro-moted on their merits, the oldest being given preference, other things being equal.

In the mechanical department there is no special rule either for discharging or promoting employees. Men are discharged for cause only, and their advance-ment is governed by the way their duties are performed.

20.

As a general practice, no employee is dismissed from the service without a fair and impartial trial, at which he has the right to be present, and at which he may be represented by other employees of the same rank.

In the promotion of employees, all are regarded as in line of promotion, advance-ment depending upon the faithful discharge of duty and capacity for increased responsibility.

21.

An employee is not dismissed for violation of rules without a thorough investi-gation, at which he is allowed to be present, and may also be represented by other employees of the same rank.

All employees are considered in line of promotion, advancement depending on merit, ability, and seniority. Everything being equal, employees longest in the service have the preference.

22.

Promotion depends upon age in the service and ability to handle increased responsibility. There are no printed rules for discharging employees, and it is never done except for the purpose of reducing force or in the interest of discipline.

23.

Employees are promoted and discharged on their records.

24.

Employees, who show by their conduct and performance of duty that they are incapable of properly performing them, for various causes are dismissed after proper warning has been given, although in some cases, where it is merited, immediate discharge is ordered.

Promotion is governed by age in service and ability.

25.

Employees in the operating department are promoted on the basis of seniority all things being equal. Discipline is applied according to what is known as the "Brown system," or discipline without suspension. The records of employees are credited with "merits" or charged with "demerits," as the case may be, except for a dischargeable offense, in which case, if their previous record is not good their services are dispensed with.

26.

Heads of departments are empowered to dismiss employees for infraction of printed rules and regulations and for incompetency, civil-service rules governing in matter of promotions.

27.

Employees discharged for breaking important rules. Seniority rule observed in promoting employees, capabilities considered.

28.

Employees are promoted in their respective line of service where competency is shown, good conduct being necessary; discharge being resorted to only in extreme cases.

29.

Violation of rules. Merit and length of service.

30.

We have no fixed rule for discharging employees, each case being handled on its merits.

Promotions are based on seniority in service and qualifications.

31.

When disciplining employees their previous services are considered, and discharges are made only for an accumulation of bad records, or for offenses of such magnitude as to render their retention in the service inconsistent with our obligations to the company and to the public. All discharged employees are given a fair and impartial hearing.

All employees are regarded as in line for promotion, advancement depending upon faithful discharge of duty and capacity for increased responsibility; where merit is equal, seniority in service governing.

32.

Employees are only discharged for cause, and are promoted for long and meritorious service.

33.

Have no regular established rules regulating the discharge or promotion of employees. Employment is usually of a fixed and permanent character, and generally dependent upon the faithful performance of duty on the part of employees, all of whom are regarded as being in the line of promotion in the different grades of service in which they may be engaged, provided their past services

ave been satisfactory, and of such a nature as to merit their advancement, and rovided they possess the requisite ability and capacity for assuming increased esponsbility. Employees are seldom discharged, and only in such cases where erious misdemeanors or offenses, neglect of duty, violations of rules, etc., render necessary to take such action in order to maintain discipline or protect the company's interests.

34.

There are no definite rules on this subject, but employees are rarely discharged or other causes than willful or malicious neglect of duty, intemperance, disloyalty, r gross carelessness. All employees are regarded in line of promotion, advancement depending upon their faithful discharge of duty and capacity for increased esponsibility.

35.

Employees are discharged for various reasons; violation of rules, intoxication, nsubordination, etc. Employees are promoted in accordance with their age in ervice and abilities to perform the service required.

36.

No fixed rule observed, but employees are subject to dismissal for incompetency, intemperance, dishonesty, gross carelessness, or negligence, insubordination or violation of vital rules and regulations, each case being decided according to the circumstances, and due consideration being given to the employee's past record. It is the intention to protect the company's interests and encourage desirable employees.

37.

No set rules for discharging or promoting employees. Employees are discharged or promoted by the superintendent on whose division they are employed. In discharges, the employee has a right to appeal his case to higher authority for investigation, and in promotions, seniority is considered.

38.

Men are discharged for serious violation of rules and for continued minor violations. Promotion of men is generally according to seniority.

From these replies it will be noted that the railway service is very generally regarded in a somewhat different light than ordinary employment. A man goes into what is essentially public service, and is expected to go in for life. No matter what rank he occupies at the start, and no matter what department of service he enters, it is a continuous service.

In the majority of cases men are employed only in the lower ranks in the various departments, and it is expected that they will be advanced from time to time in accordance with their records and their capacities. They are discharged only for serious cause and for inability. There prevails very generally a system of discipline, such as the Brown system or something similar, by which a record is kept of both meritorious and improper conduct, and on this record a man's chances for promotion and discharge, when any changes or reduction in the force are necessary, very largely depends.

From the nature of the service and from the highly specialized character of many departments of work, and in view of the fact that when a man passes a certain age he is not likely to secure employment as an applicant with a new road, it may occasion some surprise that these replies do not show a larger provision for some review of the causes of dismissal. Especially is this true where the power of discharge is vested in the superior officer, who comes most directly in contact with the work performed in the various departments of the service, and that without appeal or review from any higher authority. This is the cause of some complaint on the part of railroad employees all over the country. The rule is not invariable, however, and in some cases appeal is granted to the higher officials, but not often to anything in the nature of a court of revision in which there is a representative of the employees in the same grade of service as that of the person discharged. Such appeal is usually granted for violations of rules in the military service and in public governmental service; and it would seem that for

the stability of railway employment some plan to secure similar provision for what is essentially admitted to be a public service peculiar in its character would be desirable.

The question of discipline is one which naturally has been much discussed by the executive officers of railroad corporations. When a single railroad corporation may, in the transaction of its business, be required to employ an army of from 50,000 to 100,000 men, the management of such a labor force, from the point of view of securing maximum efficiency, assumes almost the proportions which military discipline plays in the organization of an army for purposes of warfare. The opportunities for violations of rules, and, indeed, the frequent temptations to slight deviation on the part of able employees under the extreme provocation to which railway servants in many grades of employment are constantly subjected, give cause for much reflection. The consequences of the acts of any employee who may violate rules are perhaps more costly to the railroad corporations than those of employees in other departments of industry, because of the heavy penalties for damages where loss of life and property ensue and the hostile legislation to which railroad corporations have been subjected.

Formerly the usual procedure was instant dismissal for any disobedience or violation of rules, no matter what the provocation or the previous record of the employee. This was supposed to be necessary, although ofttimes felt to be severe, in order to maintain the necessary discipline among the employees of the road. In more recent years this method of discipline has given way to many modifications, and now almost all the roads have some plan by which they keep a pretty accurate record of each man from the date of his first employment, and take this into consideration in dealing with any charge against him for violation of rules other than for the most serious offenses. Some of the larger roads have worked out for themselves a fairly complete system of discipline, in which this principle is recognized. There has been, however, no attempt made to establish for all roads a uniform system of grading and recording the work of railroad employees, looking to giving them merit and demerit marks, which shall be uniformly graded throughout the roads of the country, and which may form the basis of judging of the efficiency as well as the inefficiency of each individual employee. Mr. A. B. Stickney, a railroad president, in a paper entitled "A study of the principles and methods of hiring, disciplining, and discharging railway employees," complains that many able men are weeded out of the lower ranks of railroad employment by too strict enforcement of the rules of discipline in a period when they were learning the business. This has resulted in harm to the company as well as injustice to the men, and has prevented employers in many cases from making promotions from the ranks because of the lack of suitable men in the lower grades. The more ambitious oftentimes take too great risks in their eagerness for service, and in this way violate trifling rules. To quote from Mr. Stickney's paper:

"The greatest difficulty is in connection with those employees who have *to do* with the movements of engines, cars, and trains. It grows out of the rules in regard to so-called discipline which are based upon the absurd and impossible dogma that such men must be infallible.

"While as to all other men, both in and out of the railway service, it is admitted that 'to err is human,' and that sooner or later every man must and will make mistakes, which, owing to the imperfections of human nature, must be forgiven, there is no forgiveness for the train man who makes a mistake. Under the rules he must not forget; he must not allow any excitement to distract his attention; he must not fail to see a signal; he must not miscalculate the momentum of his train or the distance to an obstruction; he must not go to sleep on duty, even if overworked; he must not do anything which might result in an accident.

"Such is the theory of the rules, but in practice he may commit many of these faults unless they result in accident or the employee makes himself disagreeable.

"The usual penalty for a violation of rules which result in a serious accident is dismissal from the service; for violations resulting in minor accidents, deprivation of employment and wages for a fixed time—10, 30, or 60 days.

"The enforcement of penalties is called 'administering discipline.' Discipline is administered by all kinds of foremen—generally the immediate superior of the employee who is disciplined. It is safe to say that in perhaps a majority of the cases the discipline is administered summarily, in anger, and if the evidence of the fault is ever investigated the discipline is administered first. The rules do not prescribe the measure of penalty which shall be meted out to each fault, nor even a maximum. The whole problem of 'making the punishment fit the crime' is left to the administrator, so it sometimes happens that the highest penalty is administered for a petty disobedience, which did not and could not by any possibility result in an accident.

"When we consider what it means to an employee, especially if he has a family, be discharged, and thereby compelled to seek a new employer and move his nily to a distant home, especially in these days when the employers are few l employees are many, or when we consider what it means to an employee and family for the husband to be compelled to live in enforced idleness for even or 60 days, without taking into consideration the feelings which are engendered the outrageous injustice which is too frequently coupled with the administran of discipline; and when we consider, further, that under the laws of our ntry no court, either the highest or the lowest, that no judge, no matter how rned or how distinguished, has the authority to inflict a penalty of $10 except on a written charge and evidence produced in open court, and except, if nanded, with the unanimous consent of a jury of 12 men, it must be admitted at the autocratic power of administering such discipline and inflicting such ormous penalties is an extraordinary power and imposes grave responsibilities its execution.

"I agree entirely with the opinion of Mr. George R. Brown that as a rule these rms of punishment are as unjust and inhuman as they 'are unnecessary and ischievous to the interests of both parties.'"

President Stickney says distinctly that he is arguing from the point of view of ıe company's interest, and when he says that no employee should be discharged ıtil it has been clearly demonstrated that he is incompetent, the discharge must) solely in the interest of better service, and this means, of course, that the inci-ental effect of a discharge upon other employees, while not the primary reason ır discharge, may be taken into account. He says also, "The impracticable se of the discharge has been the vital spark of all brotherhood organizations." [e seeks to discover some remedy to prevent the use of the arbitrary discharge y petty foremen and hot-headed superintendents, who have done more to stir up npleasant relations with employees than all other factors in railway employ-ıent combined. He protests against the prevailing custom which regards infrac-ion of rules relating to the safety of trains, without reference to the character r record of the man, as dischargeable errors for which there can be no excuse or xplanation. Sooner or later every trainman is likely to commit one of these rrors, and "It is only a question of time when the most competent men will be lischarged." On the other hand, a large number of errors which do not produce erious accidents are evidence of incompetency; thus a man who commits a num-ıer of small errors, in which he breaks up the property of the company, wastes its uel and material, may never be involved in any great accident, but in the long un does more damage to the company's interests than one who commits one of he unpardonable errors. A system of discipline, therefore, which will measure nore accurately the degree of fidelity or incompetency which enters into every act of an employee is the only system scientifically justified.

This is the general philosophy underlying the Brown system of discipline, some account of which is given by President Stickney in Mr. George R. Brown's (general superintendent of Fall Brook Railway, New York) own language, as follows:

"For the trainmen we keep a record book. This book is never shown to any employee, except that page which is his personal record.

"In it I write down a brief statement of every irregularity for which a man is responsible. This record takes the place of the 'lay off' and is dreaded fully as much. The man goes to work at once, and no one but himself suffers, and he only in reputation at headquarters.

"We are very careful in the selection of our men; promote all our own engineers and conductors, and in a few months or a year or two our record tells us whether they are adapted for the business or not. We have engineers who have been running here more than 25 years without a scratch of the pen against them, while others who have been running as many months have quite a page full of irregular circumstances, but down near the bottom of such a page can generally be found the words, 'Discharged—incompetent.'

"When a man commences to make a record (in the book) we call him in and talk with him. He is reminded that if this gets too long we shall have to consider him a failure for our service, show him his weakness, and give him another chance. But he understands that it will not be entirely for the last offense that he is dismissed—the 'suspended-sentence' cases are against him.

"With this system the good men are retained, developed, benefited, and encouraged, and the culls are got rid of to the betterment of the service all round.

"It is well understood that we do not wish to retain in the service men who deliberately deceive us about mishaps on the road; we want the 'straight' of every matter, and we want it at first hands. It would be a very lively detective who could get to my office sooner than some of the men who are responsible for the accidents. If it is not serious enough for dismissal, the matter is overlooked or

made a matter of record, and the man goes out on his regular run. Then the 'miscellaneous board' has another object lesson on it.

"If there is anything that will stimulate a good man, who has become careless enough to make a lapse of duty that 'gets him in the book,' more than that simple record, I do not know what it is; but when the record is made and the victim warned to look out and attend to business in future, and to take his run out in the morning, he goes away with a mental vow that he will try and make his service satisfactory in future. On the contrary, if he reasons that the record is an easy way out of his trouble, makes light of it, and is frequently called on to explain irregularities, it is the best of evidence that he should not be retained in the service any longer. Some of the records are years apart. In some cases a memorandum is made, and never an occasion given for a second one.

"Good men who have made some little mistake are less likely to do so again than men who have not yet tried the responsibilities of running trains and engines, or men who are not familiar with our road or work. If the responsible officer takes such an offender into his office, talks the matter over dispassionately, and tells him that he is considered too good a man to be discharged for incompetency; that the accident has cost so much, which the company will stand 'this time,' but perhaps not the next; tell him that this is a matter of record against him, and if he desires to remain in the service these irregularities must not occur. this has a tendency to make better and more successful railroad men of the ones that are naturally adapted to railroad work, and the 'next time' comes only too soon to the man out of his sphere.

"There is nothing in this to disgrace him among his fellows. nothing to make him feel revengeful or maltreated; but everything to make him feel as though he was encouraged and helped, and that his final success depended solely upon himself. Can as much be said of the plan that disgraces a man among his fellows; that takes the comforts and perhaps the necessaries from his home; that makes him a loafer for 30 or 60 days, and puts him in way of temptations that he would not find at his work, and that leaves him, in many cases, in debt to the dealers who furnish his family with supplies?

"On many roads there is a great want of cordiality or confidence between the men and the officials immediately over them. In too many cases a suggestion from a trainman to an officer would be resented as an unwarranted interference. It seems to me this is not in the interest of the railroad company, however much it may enhance the dignity of the official—who is himself only 'one of the hired hands' with a little more responsibility.

"I have found suggestions from the men of vital importance in matters of detail. and every man in the service knows that the rule and motto at headquarters is. 'Suggestions are always in order.'

"Train and engine men see and know things about the road that an operative officer could never find out in his office. At their suggestion, we have frequently made minor changes in time-tables, etc., and every change has been an improvement. A laborer on a section may suggest something that will save the company hundreds of dollars, and besides this, it encourages men to think and become more interested in their work, and feel at liberty to offer other suggestions.

"When a suggestion is made that is considered impracticable, the reason that it is so is pointed out, and both the man and the manager have learned something. I am sure that this rule makes and keeps up a friendly feeling between the men who plan the work and those who execute it.

"Roads that can afford to let one department fight another, who can afford to have hundreds of employees disinterested and dissatisfied with their work, who can afford to have the officers 'out' with the men, and the men glad to see any hoped for improvement a failure, are few and far between.

"Every wreck, every accident, every mistake, every loss has taught its lesson. and these are of no less value to the railroads and to railroad men than the successes. I practice making every mishap a lesson to every man on the road.

"It often happens that an accident, or a 'close shave' for one, is the best kind of a lesson to the man who could be blamed; and if he is retained in the service. he is a more valuable man than he would otherwise be, or one who could be hired to take his place.

"I am afraid that it would do me no good, and would do me harm, to lay me off for 30 days for any offense; and I am sure I would do no better when reinstated than if I had been allowed to continue in the service. I should feel as if I had been illtreated, as if my family had been deprived of the necessaries and comforts that my earnings afford them, and that they were the innocent victims of an injustice.

"In order to make every accident and incident happening on the road a lesson to all the trainmen, I established 12 years ago a miscellaneous bulletin board.

"On this we post up brief accounts of mishaps and other occurrences on the line, pointing out how such trouble could be avoided, etc. This board is closely scrutinized. We do not mention names, but, of course the men know 'who's who' in most cases. This board has done much to keep the men on their guard, prevented many accidents, and shows them how headquarters look at every case, instead of letting them discuss every accident around the roundhouse and caboose stoves and form their own conclusions—no two of which will be alike."

The system was aimed first of all at abolishing suspensions. It is usually spoken of as "discipline without suspension." In the first place, they are costly to the employee, and Mr. Brown claims, and his claim has been justified by a large number of railway officers, that there is an economic loss all around, while on the other hand the economic effects of record discipline are good.

On the Fall Brook Railway, which operates 250 miles of railroad of single track, and the tonnage for which at the end of 1896 was over 6,500,000 tons, the total amount paid the trainmen for overtime was $389, indicating that the trains were mostly on time. Where suspension for violation of rules is followed, the employee feels that his family is deprived of the necessaries and comforts of his earnings, and he becomes resentful, and disregards the real interests of the company; while on the other hand, where, for a violation which he could not well avoid, or for some misfortune which brings him a bad mark on the record book, under the operation of the system of discipline without suspension, he is at most simply retarded in his progress and feels that by greater care in the future he has a chance to clear his record.

On the Fall Brook Railway Mr. Brown notes the following improvement in 2 years after the introduction of his system: That the cost of wrecks and breaks of all kinds to locomotives and cars not attributable to natural wear in proportion to tonnage decreased 65 per cent; and the improvement in the cost of supplies for locomotives was over 57 per cent.

This system has been tried on the large roads as well as the small, it at first being maintained that it was applicable only to small roads where there was considerable personal supervision of the men. The Railroad Gazette for December 21, 1900, says in an editorial, reviewing a discussion of this topic which took place in the Rocky Mountain Railway Club at its October meeting:

"It remains true that a considerable number of large roads have now had the new plan in force for several years, and that on those roads the division superintendents that do not like the plan, if there be any, are so few that nothing is heard from them."

Again its editorial says:

"The chief reason why so many railroad officers have been convinced that suspensions are wrong is to be found no doubt in the inherent illogical nature of the practice.

"In suspending a man the company is punishing itself directly for the purpose of punishing the man somewhat indirectly. If the man is going to be again intrusted with his responsibilities, what advantage is to be secured by laying him off for 30 days?"

Over 57 roads, embracing more than one-third of the entire mileage of North America have now adopted the Brown system. The Louisville and Nashville announced on June 1, 1895, the establishment of the system on certain divisions. After 5 months the results were so satisfactory that it was extended to other divisions of the line, and at the end of 6 months announcement was made allowing employees credits as follows:

First. A suspension of 15 days or less charged against an employee will be considered canceled by a perfect record for 1 year.

Second. A suspension for more than 15 and not to exceed 30 days will be considered cleared by a perfect record for 2 years.

Third. Suspensions amounting to more than 30 days, not to exceed 60 days, will require 3 years' clear record for their cancellation.

Fourth. Suspension in excess of 60 days occurring in a period of 1 year will call for the special consideration of the board.

Fifth. A complimentary bulletin will be issued every 12 months in the prescribed manner, giving the employees who have a perfect record for 1 year a special credit.

Sixth. Acts of heroism and loyalty will call for special mention and consideration by the board.

This system has been tried with good success on the Southern Pacific, where it was put in operation July 16, 1896. The general manager, Mr. Kruttschnitt presents the following reports exhibiting the results by 6 month periods from January 1, 1898, to June 30, 1900, as follows:

Discipline by record system, 6 months ending June 30, 1900.

[Southern Pacific Company.]

	Total.	Per cent of total.
Total number of employees:		
Subject to discipline by record—		
Pacific system	6,832	
Atlantic system	2,912	
Lines in Oregon	769	
Total 6 months ending June 30, 1900	10,513	
Total 6 months ending Dec. 31, 1899	10,112	
Total 6 months ending June 30, 1899	9,534	
Total 6 months ending Dec. 31, 1898	9,607	
Total 6 months ending June 30, 1898	8,883	
With a clean record—		
Pacific system	5,807	
Atlantic system	2,572	
Lines in Oregon	615	
Total 6 months ending June 30, 1900	8,994	
Total 6 months ending Dec. 31, 1899	8,302	
Total 6 months ending June 30, 1899	8,012	
Total 6 months ending Dec. 31, 1898	8,314	
Total 6 months ending June 30, 1898	7,654	
Commended—		
Pacific system	145	
Atlantic system	166	
Lines in Oregon	25	
Total 6 months ending June 30, 1900	336	
Total 6 months ending Dec. 31, 1899	431	
Total 6 months ending June 30, 1899	331	
Total 6 months ending Dec. 31, 1898	261	
Total 6 months ending June 30, 1898	153	
Disciplined (see detail below)—		
Pacific system	1,025	
Atlantic system	340	
Lines in Oregon	154	
Total 6 months ending June 30, 1900	1,519	
Total 6 months ending Dec. 31, 1899	1,810	
Total 6 months ending June 30, 1899	1,522	
Total 6 months ending Dec. 31, 1898	1,293	
Total 6 months ending June 30, 1898	1,229	
Total amount of wages saved to employees, represented by total number of days suspended by record:		
Pacific system	$36,179.76	
Atlantic system	13,867.48	
Lines in Oregon	5,566.09	
Total 6 months ending June 30, 1900	55,613.33	
Total 6 months ending Dec. 31, 1899	70,945.56	
Total 6 months ending June 30, 1899	60,731.58	
Total 6 months ending Dec. 31, 1898	51,329.99	
Total 6 months ending June 30, 1898	43,984.87	
Total saving for 2½ years since system went into effect	282,605.33	

Kruttschnitt has also tabulated the causes for which employees have been **lined** and the causes for which they have been discharged, as well as the **ers in** each category in the very interesting tables which follow:

Detail of employees disciplined.

[Southern Pacific Company.]

Cause	Six months ending June 30, 1900.											Previous semi-annual average.
	Reprimanded.	Suspended by record (days).								Discharged.	Total.	
		5	10	15	20	30	40	50	60			
ıperance	0	0	0	0	0	0	0	0	1	77	78	67
ordination	2	0	4	0	1	5	3	3	3	26	47	45
oper train dispatching.	1	0	0	0	0	2	0	0	1	0	4	7
looking train orders	1	0	0	2	0	0	1	3	7	21	35	59
ire to give or obey sig-ls	15	0	10	15	1	16	0	0	0	2	59	70
ligence causing damage property:												
Improper handling of trains	46	1	99	34	13	21	1	1	1	18	235	312
Other	20	4	104	31	8	35	2	0	6	7	217	187
er negligence and neg-ct of duty	88	26	183	77	18	48	1	0	14	34	489	427
lure to report for duty	7	1	50	26	3	7	0	0	1	8	103	127
lure to report accidents	5	1	10	1	0	2	0	0	0	2	21	19
elessness in making re-orts	7	1	31	3	2	1	0	0	0	1	a47	41
proper billing and han-ling of freight	29	1	51	16	11	4	0	0	0	0	112	71
rrying freight over or short of destination	10	0	23	5	3	2	0	0	0	0	43	40
rrying passengers without leave or transportation	1	0	0	7	1	0	0	0	0	10	19	16
ivility to patrons	1	0	0	1	1	1	0	0	0	0	4	3
ishonesty	0	0	0	0	0	0	0	0	0	5	5	3
rvices unsatisfactory	0	0	0	0	0	0	0	0	0	1	1	1
Total, 6 months ending June 30, 1900	233	35	565	218	62	144	8	7	34	212	a1,519	1,497
otal, 6 months ending—												
Dec. 31, 1899	191	27	780	230	73	180	9	5	57	258	1,810	.....
June 30, 1899	136	58	696	192	87	138	4	1	41	208	1,561	.....
Dec. 31, 1898	187	23	500	160	75	156	10	0	28	184	b1,326	.....
June 30, 1898	257	82	378	138	51	124	5	2	37	215	b1,292	.....

a Includes 1 reduced in rank.

b Includes 3 reduced in rank.

Detail of employees discharged (included in statement of employees dis

[Southern Pacific Railway.]

Cause.	Total number of discharged employees.				Discharges per 1,000 employees subject to discipline.			
	Pacific system.	Atlantic system.	Lines in Oregon.	Total.	Pacific system.	Atlantic system.	Lines in Oregon.	Total.
Intemperance	51	15	11	77	7.5	5.2	14.3	7.
Insubordination	24	1	1	26	3.5	0.4	1.3	2.
Improper train dispatching	0	0	0	0	0.0	0.0	0.0	0.
Overlooking train orders	16	5	0	21	2.3	1.7	0.0	2.
Failure to give or obey signals	1	0	1	2	0.2	0.0	1.3	0.
Negligence causing damage to property:								
Improper train handling	14	4	0	18	2.1	1.4	0.0	1.
Other	6	1	0	7	0.9	0.4	0.0	0.
Other negligence and neglect of duty	27	6	1	34	3.9	2.1	1.3	3.
Failure to report for duty	6	2	0	8	0.9	0.7	0.0	0.
Failure to report accidents	2	0	0	2	0.0	0.0	0.0	0.
Carelessness in making reports	1	0	0	1	0.2	0.0	0.0	0.
Improper billing and handling of freight	0	0	0	0	0.0	0.0	0.0	0.
Carrying passengers without leave or transportation	8	0	2	10	1.2	0.0	2.6	0.
Incivility to patrons	0	0	0	0	0.0	0.0	0.0	0.
Dishonesty	5	0	0	5	0.7	0.0	0.0	0.
Services unsatisfactory	0	1	0	1	0.0	0.3	0.0	0.
Total, 6 months ending June 30, 1900	161	35	16	212	23.6	12.0	20.8	20.
Total 6 months ending—								
December 31, 1899	200	44	14	258	30.1	16.2	18.3	25.
June 30, 1899	173	28	7	208	27.7	10.7	10.4	21.
December 31, 1898	133	42	10	184	21.4	15.5	14.3	19.
June 30, 1898	158	42	15	215	27.0	17.7	24.0	24.

J. KRUTTSCHNITT.
Fourth Vice-President and General Manager

SAN FRANCISCO, *August 31, 1900.*

As an illustration of the adaptability of the Brown system to all conditions, it is interesting to note some of the modifications introduced on different roads.

General Superintendent Potter, for example, of the Long Island Railroad, abolished suspension 2 years ago and now announces that hereafter credit marks will be given for continuous satisfactory service; two credit marks will be entered for each half year, and one such mark will offset two debit marks of the value of a 10 days' suspension. Thus an employee with a clear record for 6 months would not be punished at all for acts which under the old plan would have laid him off for 40 days; he would simply be deprived of his accumulated record. This is an extension of the plan of awarding credit marks for heroism, fidelity, and other causes which are necessarily few and far between.

Perhaps Mr. Potter's terms are too lenient, but the move is a step in the right direction if the Brown system is to be logically developed. Other roads require a longer period of time to offset demerits. Thus the Southern Pacific requires a whole year of good service to cancel 30 days' demerits, and 2 years are required for the same purpose by the Louisville and Nashville.

The objects of the system of discipline by record, as summarized by Mr. Brown himself, are as follows:

(1) To secure a higher state of efficiency. Strict discipline is essential to successful operation; no continuous service performed by man can be perfect, but a high state of discipline and a careful selection of men will produce a high class of service, and successful operation will be the result.

(2) To avoid loss of time and wages of employees, resulting in possible suffering of those dependent upon their earnings, as well as demoralization of employees by enforced idleness.

(3) To avoid unnecessary severity in the dismissal of an employee, or requiring him to serve an actual suspension for a single offense, that does not injuriously reflect upon his reputation, conduct, capacity, or future usefulness in the service.

(4) To remove the false but too common impression in the minds of employees o have served actual suspensions, that the amount lost to them in wages is a yment to the company for the loss and trouble caused it and that in the future tlements can be made in the same manner.

(5) To avoid frequent service changes by considering each case of an erring ployee on its merits, weighing his character, previous record, and future ailabilty, without regard to parallel cases of other employees.

(6) To advance the education of employees through the medium of bulletin tes, enabling them to avoid the mistakes made by others.

(7) To establish in the service a feeling of security in the confidence that faith- l service will be recognized and rewarded by uninterrupted employment, and e certainty that reward and promotion will not follow indifferent service.

(8) To raise the self-respect of employees and unite them more closely to the mpany by removing the element of force and relieving them of the public dis- ace attached to the actual service of suspension.

The following circulars, by which the system was announced to the employees the transportation departments of certain divisions of the Illinois Central Rail- ad, will illustrate the manner in which most of the roads have announced to eir men, its adoption and the necessary changes in the rules where it has sup- anted the older system of suspension:

CHICAGO, *February 25, 1898.*

o employees of the transportation department, Mississippi, Louisiana, Memphis, and Louisville divisions:

The system of "discipline by record" will be extended to and take effect upon he Mississippi, Louisiana, Memphis, and Louisville divisions of this road March , 1898, when suspension of employees from duty with consequent loss of time will e discontinued. Discipline will be maintained by reprimand, book suspension, r by dismissal from the service.

Reprimands will be noted, as well as suspensions, for a given number of days, lthough no actual suspension is served by the employee at fault.

An individual account will be opened March 1, 1898, with each man, in a book ept especially for the purpose in the office of the superintendent of each division. An entry will be made in this book for every case of neglect of duty, violation of the rules or of good practice, accidents, improper conduct, etc., with the discipline determined upon by the superintendent or by the board of inquiry.

Good judgment in emergencies, acts of heroism, loyalty to the service, and other meritorious conduct will be made matter of record and given full consideration in determining the standing of the employee. The record will also be taken into account when the question of promotion in the service is under consideration.

A perfect record will be one against which no unfavorable entry has been made. A clear record is one on which unfavorable entries have been extinguished.

Any employee may examine his own record at the superintendent's office during business hours, but the record book will not be open to others except division and general officers of the company. If not practicable for an employee to visit the office, a transcript of his record will be sent to him upon application.

No reprimand or suspension will be noted against an employee's record without written notice to him.

No suspension will be made for a period of less than 5 nor more than 60 days.

Reprimands and suspensions placed against the record of an employee will be extinguished by satisfactory service for various periods as follows:

(*a*) A reprimand will be extinguished by a clear record of 3 months.
(*b*) Five days of suspension will be extinguished by a clear record of 6 months.
(*c*) Ten days of suspension will be extinguished by a clear record of 9 months.
(*d*) Thirty days of suspension will be extinguished by a clear record of 1 year.
(*e*) Sixty days of suspension will be extinguished by a clear record of 18 months.

An accumulation of reprimands or suspensions upon the record, showing that the employee is not a desirable man for the service, will justify special consideration by board of inquiry, and the employee named may be dismissed, although he may not have committed any single offense that would warrant such action being taken.

Disloyalty, dishonesty, desertion, intemperance, immorality, insubordination, incompetency, willful neglect, gross carelessness, inexcusable violation of rules resulting in endangering or destroying company property, making false reports or statements, or concealing facts concerning matters under investigation will, as heretofore, subject the offender to dismissal.

No change will be made in the existing practice of consideration of offenses by board of inquiry; and ordinarily no action will be taken until investigation is

completed. In cases of intoxication on duty, insubordination, or of vicious conduct, employees will be taken out of the service pending final decision.

Superintendents will issue bulletins from time to time, posting the same at district and division terminals. These bulletins are intended to be educational. They will give a brief account of each case which has resulted in discipline, stating how the trouble or damage could have been avoided—omitting names of the persons at fault. Employees are enjoined to study these bulletins with care, that they may profit by the experience of others.

This system of discipline, it is hoped, will prove of mutual advantage to the company and its employees. Those guilty of offenses not requiring dismissal will not suffer loss of time beyond that required for investigation, and will be given an opportunity by subsequent good service to clear their records.

The operation of the system should engender a feeling of security, in the confidence that faithful service is recognized and will be rewarded by uninterrupted employment and the certainty that reward and promotion will not follow indifferent service.

The company expects the system to promote harmony and to stimulate employees to an earnest cooperation with its officers in attaining a more efficient service.

A. W. SULLIVAN.
General Superintendent.

There are many signs that the railway corporations are being forced to take every precaution against the employment of incompetent men, and that they are becoming more severe in their regulations concerning the conduct of their employees. In view of the strict accountability to which the corporations are held when accidents occur through their men, renewed effort has been made of late on the Vandalia Line and also on other lines to weed out the employment of any men who use intoxicants at all. In the last year an order issued by the Southern Railway system in South Carolina declares that all employees that smoke cigarettes must cease to do so or lose their positions, and that in the future no one will be engaged by the road who is a cigarette smoker.

The Atlanta Division of the Southern Railway has also the same rule, which is based on the ground that the habitual cigarette smoker is untrustworthy. The brotherhoods cooperate with the corporations in discouraging the use of intoxicating liquors by their members, and lend their aid in anything that tends to improve the moral conduct of the railroad men.

The question of discharge has, however, other aspects than those provided for in a system of discipline by record and in general regulations for the improvement of the labor force. It involves a discussion of some of the most perplexing legal and economic questions relating to the right of discharge from what is essentially more than an ordinary form of employment. This question will be taken up in the next section.

9. THE BLACKLISTING OF RAILWAY EMPLOYEES—THE COMMON AND STATUTE LAW CONCERNING THE RIGHT TO QUIT WORK AND TO STRIKE.

The question of blacklisting of railroad employees relates primarily to the prac-ce of some roads of keeping a list of employees discharged for serious offenses nd of sending such a list to other employers of the same class of labor, with a iew to preventing such discharged employees from obtaining employment lsewhere.

It is asserted by many witnesses before the Industrial Commission (see Vol. IV, Transportation, Digest of Evidence and General Index) that such practice has been quite common in the past, although most railroad officials claim that it is now entirely done away with, especially since the passage of the United States arbitration act of 1898, which made it illegal. It is a point upon which, however, railroad employees feel very bitterly. It is very easy for a discharged employee, who finds it difficult to get work because he does not have a satisfactory recommendation from his last employer, to imagine that that employer is working aggressively to prevent him from obtaining employment, even when that is not the case. Such a supposition is perfectly natural, and undoubtedly much of the feeling that exists among railroad employees as to the prevalence of blacklisting is due to such figments of imagination. The president of a prominent railroad, who has been connected with a large number of railroads in different parts of the United States, who himself was accused of having written a letter of recommendation upon a sheet of water-marked paper, which was supposed to be notice to his fellow railroad officers that his words of general commendation were to be taken with an opposite meaning, was as much astonished to see the evidences of water-mark in the paper as those to whom it was shown for the first time as positive evidence of a conspiracy against an innocent workingman. The fact that such stories circulate at par value among railroad employees is sufficient indication that the subject needs investigation, if for no other reason than to show clearly the unreasonableness of such suppositions. No one will deny, however, that there is the possibility of serious injury being inflicted through the blacklist.

A corporation has an undoubted right to discharge an employee for any cause that it deems sufficient, even if it be merely because such employee has sympathized with interests inimical to the corporation, or because he has joined a labor organization, or has taken part in a strike, direct or sympathetic. The workingman, on the other hand, has the undoubted right to strike, to quit work, to sever his connection with the corporation, for any cause he deems sufficient. The corporation, however, insists that the man who strikes shall not interfere with its right to employ other men in his place; and the employee has an equal right to insist that the corporation shall not interfere with his seeking employment elsewhere. These rights are mutual and equal, and the courts will sustain them.

The difficulty discussed under the head of "Blacklisting" has arisen very largely since the Chicago strike in 1894. Many of the men who participated in that organized movement against the railroads of the country found great difficulty in securing employment anywhere, and charges of blacklisting were very frequent and probably not entirely unfounded. Mr. William J. Strong, in his testimony before the commission (Volume IV, page 503), has reviewed at considerable length the history of some of the strongest cases of alleged blacklisting. It is not necessary to add here anything to his statement. It states clearly the opinions of the most radical railroad employees. If they are well founded, the remedies for such illegal use of the blacklist, or for the abuses charged, are, under the common law, uncertain. Mr. F. J. Stimson, in his Handbook of the Labor Laws of the United States, says that it is difficult for a person injured by a boycott, blacklist, or conspiracy, whether employer or employee, to get redress in the criminal courts, and hence the popularity of the remedy given under courts of equity known as the injunction. He seems to think that criminal courts might construe an exchange of blacklists to be an unlawful combination, but in view of the uncertainty of judicial procedure in this direction 17 States and 1

Territory[1] have passed statutes forbidding blacklisting, by which is meant the exchange of a list of employees against whom an employer has a complaint, with other employers, for the purpose of preventing them from employing such employees. North Dakota and Utah are the only States which prohibit such an exchange of blacklists between corporations by constitutional enactment. Iowa, Indiana, Wisconsin, Alabama, Virginia, Montana, and Georgia make it a penal offense willfully to prevent discharged employees from obtaining new situations. The Florida and Georgia laws apply only to corporations. The Virginia law provides a penalty for any "corporation, manufacturer, or manufacturing company" using the blacklist. The laws of all the other States mentioned apply to all classes of employers. In Illinois and Minnesota it is the conspiracy or combination of two or more persons to use the blacklist that is declared unlawful.[2] Indiana, Montana, and Georgia have also required by statute the employer to furnish the employee with a written statement of the cause of his discharge, although this feature of the Georgia law has been declared unconstitutional. The case was one in which a man by the name of Wallace, who was employed July 9, 1892, by the Georgia, Carolina and Northern Railway Company as chief car inspector, brought suit to recover $5,000 damages because he was discharged while performing his duties on August 12, 1892, and on August 18 made a written request for a specific statement in writing of the reasons, which request was duly delivered to the local agent of the company, and brought no reply within the next 20 days. The suit was dismissed by the city court of Atlanta, and the judgment affirmed by the Georgia supreme court, June, 1894, which declared the act unconstitutional. The argument of the decision was as follows:

"The public, whether as many or one, whether as a multitude or a sovereignty, has no interest to be protected or promoted by a correspondence between discharged agents or employees and their late employers, designed not for public but for private information, as to the reasons for discharges and as to the import and authorship of all complaints or communications which produced or suggested them. A statute which undertakes to make it the duty of incorporated railroad, express, and telegraph companies to engage in correspondence of this sort with their discharged agents and employees, and which subjects them in each case to a heavy forfeiture under the name of damages for failing or refusing to do so, is violative of the general private right of silence enjoyed in this State by all persons, natural or artificial, from time immemorial, and is utterly void and of no effect. Liberty of speech and of writing is secured by the Constitution, and incident thereto is the correlative liberty of silence, not less important nor less sacred. Statements or communications, oral or written, wanted for private information can not be coerced by mere legislative mandate at the will of one of the parties and against the will of the other. Compulsory private discovery, even from corporations, enforced not by suit or action but by statutory terror, is not allowable where rights are under the guardianship of due process of law.

"It follows from the foregoing that the act of October 21, 1891, entitled 'An act to require certain corporations to give their discharged employees or agents the causes of their removal or discharge when discharged or removed,' is unconstitutional, and that an action founded thereon for the recovery of $5,000 as penalty or arbitrary damages, fixed by the statute for noncompliance with its mandates, can not be supported."[3]

In Iowa, Missouri, Montana, Georgia, and California blacklists are especially prohibited eo nomine.

The language of the constitutional enactment, in article 16, section 4, in the constitution of Utah, adopted November 5, 1895, is as follows: "The exchange of blacklists by railroad companies or other corporations, associations, or persons, is prohibited."

The constitution of North Dakota (sec. 23, Art. I) declares: "Every citizen of this State shall be free to obtain employment wherever possible, and any person, corporation, or agent thereof maliciously interfering or hindering in any way any citizen from obtaining or enjoying employment already obtained from any other corporation or person shall be deemed guilty of a misdemeanor;" and section 212 of article 17 of the constitution of North Dakota reads: "The exchange of blacklists between corporations shall be prohibited."

The constitution of Utah, in section 19 of article 12, in addition to article 16, section 4, already quoted, contains also a general guaranty of freedom to obtain

[1] Alabama, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Minnesota, Missouri, Montana, Nevada, North Dakota, Utah, Virginia, Wisconsin, Washington, and Oklahoma.

[2] The main provisions of these laws will be found quoted in an article by Mr. S. D. Fessenden in the U. S. Labor Bulletin, January, 1900, pp. 7–18.

[3] See Southeastern Reporter, vol. 22, p. 579; also, U. S. Bulletin of Labor, Vol. I, p. 208.

employment similar to that of section 23, Article I, of the constitution of North Dakota.

The laws of the United States relating to blacklisting are contained in a single Federal statute enacted by Congress, being part of the general arbitration act, chapter 370 of the acts of 1897-98, and referring only to certain employers. Sections 1 and 10 of the act referred to cover the subject in question, and read as follows:

"SECTION 1. The provisions of this act shall apply to any common carrier or carriers and their officers, agents, and employees, except masters of vessels and seamen, as defined in section 4612, Revised Statutes of the United States, engaged in the transportation of passengers or property wholly by railroad, or partly by railroad and partly by water, for a continuous carriage or shipment from one State or Territory in the United States or the District of Columbia, to any other State or Territory of the United States or the District of Columbia, or from any place in the United States to an adjacent foreign country, or from any place in the United States through a foreign country to any other place in the United States. The term 'railroad' as used in this act shall include all bridges and ferries used or operated in connection with any railroad, whether owned or operated under a contract, agreement, or lease; and the term 'transportation' shall include all instrumentalities of shipment or carriage. The term 'employees' as used in this act shall include all persons actually engaged in any capacity in train operation or train service of any description, and notwithstanding that the cars upon or in which they are employed may be held and operated by the carrier under lease or other contract: *Provided, however*, That this act shall not be held to apply to employees of street railroads and shall apply only to employees engaged in railroad train service. * * *

"SEC. 10. Any employer subject to the provisions of this act, and any officer, agent, or receiver of such employer * * * who shall, after having discharged an employee, attempt or conspire to prevent such employee from obtaining employment, or who shall, after the quitting of an employee, attempt or conspire to prevent such employee from obtaining employment, is hereby declared to be guilty of a misdemeanor, and upon conviction thereof in any court of the United States of competent jurisdiction in the district in which such offense was committed shall be punished for each offense by a fine of not less than one hundred dollars and not more than one thousand dollars."

This legislation has been effective in preventing a recurrence of some of the worst abuses of blacklisting as it formerly existed; and it is the opinion of most of the witnesses, both those representing the railroad corporations and those representing organizations of railroad employees, which have appeared before the Industrial Commission, that this legislation is sufficient—at least if it is made general—to check open blacklisting; but the grand chiefs of the leading railway orders, in replying to the schedule of inquiries concerning railway labor, asked that the national arbitration law of June 1, 1898, be strengthened and reenforced, and that the penalties for blacklisting be made sufficiently strong to entirely stop the secret practice by making the fear of the penalty outweigh the desire to violate the law.

The real difficulty which it is sought to remedy by legislation reaches down to the roots of the conflict between labor and capital, employer and employee, which has always been an unequal struggle whenever the question of protecting the acknowledged rights of both parties was concerned. In railroad employment, for example, a man upon leaving his work, on account of discharge for cause, or where the road no longer needs his services, or because he desires voluntarily to quit his work—in all such cases it is customary for the employee to ask for a clearance paper on which is certified the length of time he has been in the employ of the corporation, the kind of work that he has done, and the reasons for quitting the service. Upon seeking reemployment he is asked to deposit this clearance paper with his application blank, and usually he can not get employment without first securing the clearance from the last road on which he was employed. If the reason why he left his last employer was that he struck to protect what may have been an essential right, the mere record of that fact, or the date of the clearance paper if it was at the time of a general strike, may be sufficient to close to him forever the doors of his chosen occupation. This can take place so long as the custom of the clearance paper prevails, without the railroad corporation committing any offense whatever under the most severe law to prevent blacklisting. The clearance paper, furthermore, is a necessity for the protection of the public, because it has always been the custom of railroad companies, and one which the public and the most intelligent employees will probably justify, to warn each other against incompetent men who might otherwise be placed in responsible positions, endangering the lives of many persons. In order,

therefore, to make the situation of the discharged employee equal with respect to rights with the corporation, it would be necessary to enable the applicant for work to ask of the corporation a clearance paper from the rank and file of its employees, at least in the department of service to which he sought admission, stating that the corporation had treated its men fairly and wisely. Of course such a requirement would be absurd in practice. A corporation employing a new hand must know something of his previous record. Even, therefore, if the clearance paper was done away with, it would be necessary to inquire where the man had worked; and if he gave the name of the corporation whose employment he had quit while on a strike, subsequent inquiry of that corporation would probably lessen his chances of securing new employment. The difficulty, therefore, is a very real one to the workingman, and one which can not be met readily in all fairness to the interests of both corporations and employees without many miscarriages of justice, even where the intention to do so is present.

In view of the Federal law prohibiting blacklisting, it may seem to have been almost an impertinence in the circulars of inquiry sent out by the expert agent of the Industrial Commission to railroad corporations to have asked the question "Do you have a black list for employees discharged for serious offenses?" The answers to this question, received from 40 railroads operating 112,353 miles of line and employing a total of 633,023 men, were, of course, all in the negative. The Atchison, Topeka and Santa Fe Railway System called attention to the fact that the Brown[1] system of discipline is used on its system, under which a record of the performance of every man is kept, which is open to inspection to those entitled to see it. This would probably apply to a large number of roads where the Brown system of discipline is used. The Chicago, Burlington and Quincy Railroad stated that it had no black lists and did not receive or promulgate them. The practice of the Illinois Central Railroad Company is probably typical of general conditions. In the transportation, machinery, and road departments that company keeps no black list, but a record of men who have been discharged from the service of the company for the guidance of its employing officers, so that persons who have been found unworthy or undesirable will not be permitted to reenter the service of the company. The International and Great Northern Railroad also keeps a record of all employees for its own information and protection, and if any responsible railroad official writes to the company asking for the record of an employee who has left its service, and who has made application to him for employment, the record of the party while in the company's service, whether the party inquired about was discharged or left the service of his own accord, is given. No influence, however, in any way, shape, or form, is used to prevent such person who has been in the service of the company from obtaining employment from any other company, and any employee who thinks he has been unjustly discharged has the privilege of asking for an investigation, which is granted him, and if he can show that he has been unjustly dealt with he is reinstated. The Missouri Pacific Railway also keeps a record of employees discharged for serious offenses, in order that they may not be reemployed by other officers of the company not acquainted with the faults of the party discharged at some future time, and in order that the company and its patrons may not be subjected to accidents, loss, or damage by the careless acts of incompetent employees. The Northern Pacific Railway Company, on which the Brown system of discipline is in use, has on the basis of this system a record which will show whether an employee has been dismissed from its service for incompetency, extreme carelessness, or other well-established reasons, and will thus prevent him from being reemployed in the same capacity on some other section of the line. So far as the qualifications, as shown by this record, permit, the company is prepared to reemploy one who has been in its service or recommend him for employment upon other lines. The Southern Pacific Company has no black list, but for its own information and protection informs its officers of the names of those retired for serious offenses. The New York, New Haven and Hartford Railroad Company has a similar rule, and notices of discharges are sent to the officers of that company only.

From these statements the general practice of the railroads of the country will be readily understood.

The attitude of the courts in interpreting both the common law which might apply to cases of blacklisting and such statutory legislation as now exists may be clearly seen by a few of the cases that have come before our various courts. The first case in which an award of damages was made and paid is probably that of Willett *v.* Jacksonville, St. Johns and Indian River Railroad Company, in which the United States circuit court for the southern district of Florida on January 21,

[1] See p. 797ff for further discussion of the Brown system of discipline.

96, awarded Willett damages to the amount of $1,700 and costs, which amount as paid by the company. The case is reported in the United States Labor Bulin (No. 4, May, 1896, page 437), for which the facts in the case were obtained om the clerk of the court, as follows:

"Willett, while employed as a conductor by the defendant company, sought nployment on another railroad, the Savannah, Florida and Western (formerly e South Florida). He was notified that employment would be given him and rected to report for duty immediately, and passes were sent him to enable him go over the road of the Savannah, Florida and Western Railroad Company and arn the route before entering regularly upon the duties of his new position. He once telegraphed to the proper official of the Jacksonville, St. Johns and Indian iver Railroad Company, asking to be relieved from duty at a certain station, but as requested by the company to remain in its employ and take out another train. [e finished the run he was then making and made the return run, telegraphing ie official that he would leave the employ of the company upon arrival at its rminus, which he did, and proceeded to go over the line of the Savannah, lorida and Western Railroad Company to learn the route.

"Before he had finished the preliminary trip he received a telegram from the fficers of the last-named company, directing him to 'come back.' He complied rith this order, and upon returning was informed that he could not be employed. Ie subsequently ascertained the reason for this refusal to employ him to have been hat the superintendent of the company whose service he had left had written a etter to the superintendent of the company whose service he was about to enter, autioning him against Willett, who, the letter stated, had left their employ with ertain charges pending against him.

"The principal defense of the railroad company was that the letter was a perional one and not written officially; but this defense was of no avail, and, as before tated, Mr. Willett successfully prosecuted his suit against the company whose superintendent had prevented his employment by another company."

Six months earlier than the above decision Judge Pratt, of the court of common pleas of Lucas County, Ohio, in a suit by a man named Mattison against the Lake Shore and Michigan Southern Railway Company, sustained the plaintiff's right to sue the company for damages. The company had demurred to Mattison's complaint, and the question was raised as to whether the blacklist, resulting in an injury to an innocent discharged employee, is a wrong for which such an employee can obtain financial redress. Judge Pratt's decision of September 25, 1895, sustained the right of Mattison to sue the company for damages. Mattison was a conductor in the employ of the Lake Shore and Michigan Southern Railway Company at a salary of $120 per month. As a representative of other workmen he made objection to certain rules adopted by the defendant company, known as "blacklist rules," shortly after which he was discharged, without cause or provocation, and, according to his claim, was unable to obtain work with other railroad companies because the blacklist rules were enforced against him. He finally secured employment as a policeman, but was able to earn only $720 a year instead of $1,440, which he had received as a railroad conductor. The report of the case, furnished the Department of Labor by the official stenographer of the court, gives the substance of the opinion as follows:[1]

"The employee's right to employment is equally sacred with the right of the employer to employ him. It is not only a serious right, affecting a man's life, but you may say that it is his life. The laboring man's employment is the only thing that stands between him and starvation, or what is little less than starvation—pauperism—and it is for the public interest and for the public good that the right of a man to his own employment, in any honest work which he may seek, should not be interfered with or violated.

"This, of course, does not meddle at all with the right of the company or of a man to judge himself who he will have to work for him, and it makes no difference whether he refuses to let a man work for him because he is incompetent or because he dislikes him. He has a right to seek his own employees, but, as is frequently said, one man's right ends where another man's commences, and the right of the employer to discharge ends with his own employment, and he must not trench upon the right of the employee to seek other employment by which he may support himself and his family, and it is for the public interest that the largest liberty to seek employment should be before every man, whatever may be his employment or whatever may be his business, trade, or occupation. It is also a matter of public interest to encourage men in becoming proficient in their employment. It is, of course, a matter of public policy that a railroad company

[1] See U. S. Labor Bulletin, Vol. I, No. 2, p. 217.

should have the right to employ such men as it sees fit and to judge for itself the competency of its employees. There is no doubt about that. It is, however, for the public interest that a man who is skilled and who has become proficient in his employment should be able to find employment, if not with one railroad, with another railroad, or some other railroad—at least that the field should be open to him—that he should have that right; and while a railroad company may discharge its men and not employ them themselves, they trench upon the rights of the employees whenever they, by one deed or another, seek to prevent the employees from getting employment from other railroad companies, or conspire or conspire in any way to prevent it, as is charged in this petition, and the matters alleged in the petition are, on demurrer, to be taken as confessed.

"Of course, there may be an injury that is not a legal injury resulting from a company discharging one of its employees, and so long as they simply discharge him their right to make the discharge should not be questioned; but if they make a combination, as is charged in this petition, with other companies that they shall not employ him, then, it seems to me, they go beyond their legal right."

The famous Ketcham case is reviewed by Mr. William J. Strong, the attorney for the plaintiff, as well as for many others bringing similar suits, in his evidence before the Industrial Commission. (See United States Labor Bulletin, Vol. I, pp. 503–525.) Ketcham obtained a verdict of $21,666 against the Chicago and Northwestern Railroad; but a new trial was ordered, and, in granting it, the judge said: "The verdict would not stand for a moment in a higher court." In the fall of 1899 Joseph O'Day,[1] who was a yardmaster on the Chicago and Northwestern, brought a suit similar to the Ketcham case, asking for $50,000 damages. An earlier in the same year a suit was brought by William Green, a man who had held the position of superintendent of bridges and buildings, against the Cleveland, Cincinnati, Chicago, and St. Louis Railroad at Wabash, Ind. He was employed on the Michigan Central and had been dismissed 3 years previously. A still more recent and a leading case is that of McDonald *v.* Illinois Central Railroad Company. McDonald was a switchman and conductor and had been in the employ of the company for 5 years. He quit the service October 6, 1894, as one of a number of striking employees, and he brought suit on the claim that the railroad companies having lines running into the city of Chicago had entered into a conspiracy, agreement, and understanding that employees who had been members of the American Railway Union would not be employed by any of the said companies without a release and consent from the railroad company by which any such employee was employed, such release and consent being commonly called by railroad men a "clearance." The case was carried to the supreme court of the State of Illinois, and Chief Justice Boggs, in handing down the opinion of the supreme court, October 19, 1900, used the following language:[2]

"Counsel for plaintiff in error (McDonald), in support of his insistence that the circuit court erred in holding the declaration did not state a cause of action, says: 'The question presented by the declaration and demurrer (when shorn of legal phraseology) is simply this: Is it lawful for all the employers in any line of industry to combine and agree that they will not hire any of each other's employees who have left the service of any one of them, unless the employer whose service they have left gives his consent that such employee may be employed? Or, to put it in another form: Is it lawful for all the employers in any line of industry to combine and conspire together to punish a man who leaves their service during a strike by refusing him employment, and thus preventing him from securing employment at his trade, unless his former master emancipates him by giving his consent to his employment?'

"We do not think the question in either of its forms was presented to the trial judge by the pleadings. The allegation of the declaration is: 'Said defendant railroad companies (defendants in error and other railroad corporations named therein) entered into a conspiracy, agreement, and understanding that they, the said railroad companies, would furnish each to the other information as to all their employees who had committed offenses, or who were charged with having committed offenses, and also as to all their employees who had left their service during a strike which commenced on or about June 26, 1894, and ended on or about August 6, 1894, commonly known as the "A. R. U." or "American Railway Union" strike, and as to all their employees who were members of the A. R. U., or the American Railway Union, and that such employees of any and all said companies would not be employed by any of said companies without a release and consent from the railway company by which any such employee was last

[1] See Railroad Gazette, October 6, 1899.
[2] See Railroad Gazette, February 3, 1899.
[3] See U. S. Labor Bulletin No. 34, May, 1901, p. 530.

mployed, such release and consent being commonly called by railroad men a clearance."' The meaning of the averment is equivocal. Counsel for plaintiff n error, ignoring a portion of the language, construes the declaration to charge hat said defendant corporations agreed that former employees of either company hould be required to have an instrument expressing the consent of the former mployer to the subsequent employment by another company. That portion of he averment, alone considered, would as well bear the other construction—that he agreement was that such employee should show he had been released from is former employment or had quit with the consent of his employer. But the verment in its entirety is to be resorted to to ascertain the true meaning of the nstrument denominated a 'release and consent,' and if two or more meanings resent themselves that which is most unfavorable to the pleader is to be adopted. 4 Enc. Pl. and Prac., 759.) The pleader, in obedience, as we must assume, to is duty to state issuable facts, distinctly and definitely declares the 'release and onsent' referred to to be that which is commonly known as and called among ailroad employees a 'clearance.' The trial court then properly held the averment of the declaration to mean that the 'release and consent' instrument referred o in the declaration was the ordinary clearance or clearance card in common se among railroad corporations and their employees.

"Under every rule of construction of pleadings there is no issuable averment hat the companies defendant agreed the consent of either should be essential to he employment by the other of such companies of a discharged employee, but nly that an employee who had voluntarily quit the employment of either of the ompanies during the strike should not be employed by the other unless he could roduce the 'clearance' or 'clearance card' in common use among railroad circles, nd commonly called by railroad men a 'clearance.' The declaration, by its own anguage, explains that the instrument of 'release and consent' referred to by the leader is simply that known and commonly called a 'clearance' among railroad men. It is not averred the defendant companies (defendants in error here), or ny of the corporations named in the declaration, agreed or had an understanding hat employees who had joined in the strike mentioned in the declaration should not be granted 'clearance cards.' On the contrary, the inference deducible from all that is said on the point in the declaration is that the railroad companies continued to grant clearances after the strike as before, and that plaintiff in error applied to defendant in error, the Illinois Central Railroad Company, for a 'clearance card.' The declaration does not charge said defendant company refused to grant him a 'clearance card' or a 'clearance' setting forth truthfully all facts proper to be stated in a 'clearance card,' but the language of the declaration is that said company refused to give him such an instrument as would 'enable him to obtain employment in the railroad business.'

"In what respect the release and consent or clearance which it is plainly inferred the company was willing to give the plaintiff was insufficient to enable him to obtain employment from other railroad corporations is not disclosed. The declaration does not charge that the Illinois Central Railroad Company refused to state fully and fairly the facts proper to be inserted in such an instrument, or that it inserted or desired to insert in the clearance any statement that was false or injurious to him, or that had no proper place in his clearance paper. The company was not required to give him a clearance that would enable him to get employment from other companies operating railroads. As we said in the Jenkins case (174 Ill., 398): 'Such a card is in no sense a letter of recommendation, and in many cases might, and probably would, be of a form and character which the holder would hesitate and decline to present to any person to whom he was making application for employment.' Whether the charge included in the question formulated by the counsel for plaintiff in error would constitute a cause of action was not presented to the trial court by the declaration, and we agree with the view entertained by the trial court, that the declaration failed to state a cause of action."

In this decision the court avoided passing upon the real question at issue whether blacklisting is legal. In cases now pending in the Supreme Court of Illinois the question is more clearly presented.

The Jenkins case, to which reference was made in the decision of Chief Justice Boggs, just quoted, was also a case decided by the supreme court of Illinois on appeal from the appellate court for the fourth district, to which appeal had been taken from the circuit court of Wabash county, Ill. The opinion was delivered by Mr. Justice Phillips, October 24, 1898. Jenkins had been a faithful employee of the Cleveland, Cincinnati, Chicago and St. Louis Railway Company for 10 years as conductor on a freight train. He was discharged without cause about November, 1893, and was refused a letter or clearance card, which is usually given to discharged employees, although he made several applications for it, both before and

after a trial in which Jenkins was implicated in a charge of larceny and was acquitted. Jenkins maintained in his suit that, inasmuch as the roads required for employment a clearance card, the granting of such a card to a discharged employee was obligatory and practically a part of the contract of employment. The jury in the trial court gave the plaintiff $875 damages and the motion for a new trial was overruled and this judgment affirmed on appeal to the appellate court, from which the railroad company carried the case to the supreme court. The decision of the supreme court, as rendered by Mr. Justice Phillips, is as follows (see 178 Ill., 398; also U. S. Labor Bulletin, Vol. IV, p. 476):

"The gravamen of the declaration in this case is that the plaintiff was discharged and refused a clearance card or letter, to which he was entitled, without which he could not obtain employment on any other road, and that he failed to obtain such employment, whereby he suffered damages. The declaration avers a cause of action on the case arising out of a contract. It avers a contractual relation out of which, as alleged, arose the duty when such contractual relation was severed to give a letter or clearance card for the purpose stated. Unless the law imposes on appellant in some form the duty to give appellee as one of its employees a letter of recommendation or clearance card, his action in this case can not be sustained. If a legal duty is imposed upon the employer to give a discharged employee, or one voluntarily leaving his service, a letter of recommendation, such a duty must arise either by the common law, by statute, by contract of employment, or by such a generally established usage or custom as would demand it to be done. Such usage, however, must be so well known and uniformly acted upon as to raise a fair presumption it was intended to be incorporated in the contract of employment. A distinction is to be made between what is known, in terms, as a clearance card and a letter of recommendation. This distinction is apparent not only from the evidence in this case but also from the knowledge which courts have of the general conduct and management of railroad business and affairs. It is the duty of courts to take, and they will take, judicial notice of the general business affairs of life and of the manner in which ordinary railroad business is conducted and of the everyday practical operation of them.

"From the evidence produced on this question and from this judicial notice which we take of the ordinary general management of railroads it is apparent that what is known as a clearance card is simply a letter, be it good, bad, or indifferent, given to an employee at the time of his discharge or end of service, showing the cause of such discharge or voluntary quittance, the length of time of service, his capacity, and such other facts as would give to those concerned information of his former employment. Such a card is in no sense a letter of recommendation, and in many cases might, and probably would, be of a form and character which the holder would hesitate and decline to present to any person to whom he was making application for employment. A letter of recommendation, on the contrary, is, as the term implies, a letter commending the former services of the holder and speaking of him in such terms as would tend to bring such services to the favorable notice of those to whom he might apply for employment.

"As stated, an action for failure to give an employee either of the above forms of letters must be based either upon the common law or the statute, or arise out of the contract of employment, or be required by usage or custom. By the common law no such duty was imposed upon the employer. By statute no duty is imposed upon the employer to give to an employee a clearance card, nor does any right to demand such accrue to the employee. Therefore, if any cause of action exists to the appellee in this case it must arise out of his contract of employment, or there must be shown and established such a custom or usage as would clearly entitle him to such. Under such views of the subject-matter involved in this case, where no action, either by law or by statute, accrued to the plaintiff, it was necessary for him to produce, in the first instance, evidence tending to show that a usage or custom existed on appellant's railroad, at the time of his contract of employment, to give to each discharged employee, or those voluntarily quitting its service, a clearance card or certificate of recommendation, and tending to show he was entitled to it under his contract of employment. For the purpose of proving the usage or custom on the part of the appellant road, the only evidence offered was one letter, purely personal in its character, and the statements of several witnesses that such a custom or usage existed, but without any apparent knowledge on which to make such statements. No other evidence was produced tending to show that appellant issued such cards or letters, or that it required them before employing its servants. A number of the witnesses offered by the appellee testified that on leaving the service of the appellant they had received no such letters or cards. The positive and direct testimony of the superintendent of the appellant road—the person charged with the duty of issuing such clearance

rds or letters of recommendation if any were to be issued—is that no custom usage existed, and that it was of rare occurrence that an employee leaving its vice received a letter of any character.

"To establish a usage or custom it is not sufficient to prove certain isolated stances. The usage must be positively established as a fact, and not left to be awn, as a matter of inference, from transactions. A usage which is to govern uestion of right should be so certain, uniform, and notorious as probably to be own to and understood by the parties as entering into their contract. There as no evidence tending to show any general custom or usage existing on the pellant road and entered into between it and other roads, as alleged in the claration.

"In this case it is not shown, or even attempted to be shown, that appellee, at e time of his contract of employment with appellant, and as an incident of such nployment, received any assurance that he would, at the time of the expiration service, receive any clearance card or letter of recommendation from the pellant railroad.

"Had a rule applicable to conductors, providing for the issuing of clearance rds, as alleged in the declaration, been offered and established as a part of aintiff's case, a different question might have been presented for the considera- on of this court. In the condition of this record, however, where no usage or stom was shown to exist under which appellee could recover, and no provision cident to his contract of employment imposing upon appellant the duty to issue clearance card or certificate, his action must fail. For the errors herein indi- ated, the judgment of the appellate court for the fourth district and the judg- ent of the circuit court of Wabash County are reversed, and the cause remanded."

Another important case (see U. S. Labor Bulletin, vol. iv, p. 455) is that of Hundley *v.* Louisville and Nashville Railroad Company, 48 Southwestern Reporter, page 429.—Action was brought by John Hundley against the above- named company to recover damages for alleged wrongful acts of the defendant, whereby he had been prevented from obtaining employment. In the circuit court of Marion County, Ky., where the suit was heard, a judgment was rendered for the defendant company, and the plaintiff appealed the case to the court of Appeals of the State, which rendered its decision December 13, 1898, and affirmed the judgment of the lower court.

The facts in the case are shown in the opinion of the court of appeals, which was delivered by Judge Paynter, and which reads in part as follows:

"It is averred in the petition as amended that the plaintiff had no trade or call- ing except railroading; that for the past 5 years he has been in the employment of the defendant; that while engaged in the discharge of his duty he was wrong- fully, unlawfully, and maliciously discharged by it; that it wrongfully, unlaw- fully, and maliciously blacklisted him; that he was blacklisted wrongfully, unlawfully, and maliciously, and falsely by its placing upon its records a pre- tended cause of discharge, to wit, neglect of duty, with a view of injuring and preventing him from entering its employment or that of other railroad companies; that it had entered into a conspiracy and combination with other railroad com- panies by which its employees discharged for cause will not be given employment by other railroad companies; that, on account of its false and malicious acts, and its conspiracy with other railroad companies, he has been deprived of the right to again engage in the employment of the defendant or other railroad companies; that the wrongful acts mentioned were committed for the purpose of making, and had made, it impossible for him to ever again get employment from the defendant on any of its lines, or from other railroad companies in the United States; and that he has been damaged thereby in the sum of $5,000.

"Our attention has not been invited to nor have we been able to find any reported case involving exactly the same question as is involved in this case. It is a novel question in this court, although there are reported cases of other courts the doctrine of which might be applied to this case. As the population of the country increases, as the business and commercial industries multiply, as inventive genius causes the civilized peoples of the world to marvel at its dis- coveries and productions, as space is annihilated by the means of rapid transit for man, commerce, thought, and sound, thus facilitating the conduct of the busi- ness, the pursuit of occupations and callings, and the promotion of the social and political intercourse of the world, courts are called upon to apply familiar prin- ciples to new questions; if none seem to be applicable, to enunciate a just rule suited to the state of facts before it and for future application to similar facts. It can never be said that the novelty of a complaint is an objection to the action if it made to appear that an injury has been inflicted of which the law is cogniza- ble. The familiar maxim of the law, 'Ubi jus, ibi remedium,' is considered valuable by all courts. It was this maxim which caused the invention of the

form of action called an 'action on the case.' It is the part of every man's civil rights to enter into any lawful business and to assume business relations with any person who is capable of making a contract. It is likewise a part of such rights to refuse to enter into business relations, whether such refusal be the result of reason, or of whim, caprice, prejudice, or malice. If he is wrongfully deprived of these rights, he is entitled to redress. Every person sui juris is entitled to pursue any lawful trade, occupation, or calling. It is part of his civil rights to do so. He is as much entitled to pursue his trade, occupation, or calling, and be protected in it, as is the citizen in his life, liberty, and property. Whoever wrongfully prevents him from doing so inflicts an actionable injury. For every injury suffered by reason of a violent or malicious act done to a man's occupation, profession, or way of getting a livelihood, an action lies. Such an act is an invasion of legal rights. A man's trade, occupation, or profession may be injured to such an extent, by reason of a violent or malicious act, as would prevent him from making a livelihood. One who has followed a certain trade or calling for years may be almost unfitted for any other business. To deprive him of his trade or calling is to condemn, not only him, but perchance a wife and children, to penury and want. Public interests, humanity, and individual rights alike demand the redress of a wrong which is followed by such lamentable consequences. A railroad company has the right to engage in its service whomsoever it pleases, and, as part of its right to conduct its business, is the right to discharge anyone from its service, unless to do so would be in violation of contractual relations with the employee. It is the duty of a railroad company to keep in its service persons who are capable of discharging their important duties in a careful and skillful manner. The public interest, as well as the vast property interests of the company, require that none other should be employed by it. Its duty in this regard and its right to discharge an employee does not imply the right to be guilty of a violent or malicious act which results in the injury of the discharged employee's calling. The company has a right to keep a record of the causes for which it discharges an employee, but in the exercise of this right the duty is imposed to make a truthful statement of the cause of the discharge. If, by an arrangement among the railroad companies of the country, a record is to be kept by them of the causes of the discharge of their employees, and when they are discharged for certain causes the others will not employ them, it becomes important that the record kept should contain a true statement of the cause of an employee's discharge. A false entry on the record may utterly destroy and prevent him from making a livelihood at his chosen business. Such false entry must be regarded as intended to injure the discharged employee; therefore a malicious act. If it is the custom of the railroads of the country to keep such record, and that employees discharged for certain causes are not to be employed by them, then it enters into and forms part of every contract of employment that neither a false entry shall be made, nor one so made communicated, directly or indirectly, to any other railroad company. Suppose it was the custom of railroads, when an employee was discharged without cause, to give him a card or statement to that effect, and if he did not have such card or statement he could not get employment with other railroad companies, then that custom would enter into every contract of employment; and if a company wrongfully refused to give it to the discharged employee, and in consequence of which refusal he was injured, a cause of action would lie for the damages sustained.

"The plaintiff does not seek to recover because he was discharged in violation of a contract which he had with the defendant. He does not allege that he had a contract with it to perform services for it for a given length of time. He seeks to recover damages for its alleged wrongful act in making the false entry upon its record against him, to prevent him from pursuing his calling by rendering it impossible for him to get employment from other railroad companies.

"The petition does not state a cause of action against the defendant. The averments that he has been deprived of the 'right' to again engage in the employment of other railroad companies and that the alleged wrongful act had made it impossible for him to ever again get employment with other railroad companies are mere conclusions of the pleader from the facts alleged. It should have been averred that he had sought and been refused employment by reason of the alleged wrongful act. An agreement made with other railroad companies not to employ defendant's discharged employees does not injure the plaintiff unless carried out. An averment that the defendant conspired and combined with other railroad companies to do an act, if unlawful, would not obviate the necessity of making the averment that he had sought and been refused employment by reason of the alleged wrongful act. Injury is the gist of the action. The liability is damages for doing, not for conspiracy. The charge of conspiracy does not change the

ture of the act. In an action for damages there must be some overt act, conquent upon the agreement to do a wrong, to give the plaintiff a standing in a urt of law. For the reasons given the judgment sustaining a demurrer to the tition is affirmed."

It is significant also that nearly all the blacklisting cases are brought as actions ıder the common law, even in States where there is a statute. Illinois attorneys not hesitate to say that they can present a stronger case under an action at mmon law. There are many cases still pending in the Illinois courts. Some of em were passed waiting the decision in the McDonald case. But more recently rtain cases have come up against the packers of Chicago who blacklisted the bel girls who struck February 9, 1900, on account of a 30 per cent cut in their ages. Mr. William J. Strong[1] brought suit for eight of them and the argument ı demurrer in two of them came up in the circuit court before any of the railad cases was reached, and on decision of the demurrers in two of the packing-)use cases two of the circuit judges held that blacklisting was legal. One of ese decisions is that of Judge Frank Baker in Condon *v.* Libby, McNeil & Libby al, in which the court argued as follows:

"Plaintiff alleges that she is an expert can labeler, able to earn $15 per week at ır trade. That defendants are canners at the Union Stockyards, and are all the ersons engaged in that business at that place. That upon February 5, 1900, efendants maliciously, etc., agreed and conspired together not to employ any nployee of any one of them who should go out on a strike or quit on account of disagreement as to wages, except by consent of the former employer. That for years before February 5, 1900, plaintiff was employed by defendants, Libby, IcNeil & Libby, and on that day quit because of disagreement as to wages. That ıe afterwards applied to defendants, Armour & Co., and Fairbanks Canning Comany for employment, and was denied such employment because of said agreement nd conspiracy. All this it is alleged was done maliciously with the intent to ıjure plaintiff. Defendants demur to the declaration.

"The case has been fully and most ably argued both orally and in writing. I hall not review the numerous authorities cited nor attempt to do more than to tate my conclusions and the rules of law on which they rest.

"'When damage is sustained by one person from the wrongful act of another, n action for compensation is given to the injured party against the wrongdoer.' 3y wrongful act is to be understood not an act wrongful in morals only, but an ıct wrongful in law. An act is wrongful in law if it infringes upon the right ıf another, and not otherwise. An act which does not infringe upon the right of ı person is not, as to such person, wrongful. One has the right to decline to enter he service of another, and several persons, acting jointly in pursuance of an ıgreement to that effect, have the right to so decline. So one has the right to lecline to employ another, and several persons acting jointly in pursuance of an ıgreement to that effect, have the right to so decline.

"The existence of malice, of a malicious intent to injure a person, will not convert an act which does not infrine any right of such person into a wrongful act or a civil wrong. It follows that, in my opinion, the facts and agreements of the lefendants set forth in the declaration can not be held to infringe upon any right of the plaintiff, and therefore are not as to her, in law, wrongful. The demurrer is sustained."

The packing-house cases are now before the Supreme Court in such shape that the court will probably pass upon the legality of blacklisting. In the meantime the Ketcham case and others have been passed awaiting further action of the Supreme Court.

Below is a bill prepared by Mr. Strong, whose activity as a lawyer in prosecuting blacklisting cases has made him familiar with the difficulties in getting them before the courts under common-law action or present statutes. This bill was introduced in the United States Senate by Senator J. K. Jones on May 14, 1900, and referred to the Committee on Education and Labor, from which it has not yet been reported. The bill in somewhat amended form will be presented at the next session of Congress.

A BILL to preserve and guard the safety of the public, and to prevent and punish blacklisting by railroad companies, sleeping-car companies, express companies, steamboat companies, telegraph and telephone companies engaged in interstate commerce, and to provide a civil remedy in damages for blacklisting.

Be it enacted by the Senate and House of Representatives of the United States of America assembled:

SECTION 1. That any combination, agreement, or understanding, tacit or otherwise, between two or more persons or corporations, or between any person or persons with any corporation owning, running, or operating any railroad, steamboat, express, telegraph or telephone lines or transportation

[1] See Mr. Strong's testimony on blacklisting, Ind. Com. Repts., Vol. IV, p. 503.

line, engaged in commerce between any of the several States or Territories of the United ... between this nation and any foreign nation, and any such combination between any persons ... in the service of any person or corporation so concerned in such commerce, to prevent or ... employment of any person or persons, or to cause the discharge of any person or persons from ... ment by any such railroad, telegraph, or other transportation line, by reason of any participa... any strike or labor trouble, or by reason of any membership or participation in any labor ... tion, or for any other cause, except for drunkenness while on duty, dishonesty, or gross careless... the performance of any such service, or physical or mental incapacity, as hereinafter set ... be an unlawful conspiracy against the United States, and all persons and all officers and em... of any such corporation who shall be convicted of in any way participating in any such ... shall be punished by imprisonment in the penitentiary for a term of not less than two nor ... ten years.

SEC. 2. That it shall be the duty of all persons and corporations engaged in any business des... in the first section of this act to give every employe on request a service card showing the ... service and the particular branch of service in which he has been engaged and such ser... shall in all instances state the length of service, the branch of service in which he has been ... and whether the service of any such employee has been "satisfactory" or "unsatisfactory" ... nothing else shall be stated on any such service card whatever, and it shall be unlawful ... facie evidence of a conspiracy to blacklist, and of his participation therein; for any person ... or employee of any corporation to place on any such service card the date at which any emp... the service of any such person or corporation, or to place the word "unsatisfactory" on ... card without good cause, and before an investigation and hearing as hereinafter provided; ... word "unsatisfactory" shall not in any instance be placed on any such card by reason of ... tion in any strike, or because such employee belonged to any labor union or labor organiza...

Provided, however, That if any such employe has been discharged for unsatisfactory service ... enness, dishonesty, gross carelessness, or physical infirmity, it shall be the duty of the per... cial giving him a card to state such fact on the service card given to any such employee; ... shall be no liability, civil or criminal, for making such statement, if the same is made in g... and after a reasonable investigation and hearing to ascertain the truth or falsity of any such ... of which hearing and investigation any such employee so charged shall be given ten days' ... writing and an opportunity to be heard and to produce evidence and to examine witnesses ... own behalf.

SEC. 3. It shall be unlawful and prima facie evidence of a conspiracy to blacklist as herein ... and of his or its participation therein, for any person or corporation mentioned in the first se... this act to require any applicant for employment to sign any written application, or to ans... question, written or oral, concerning his age, or previous employer, or the cause for leaving ... mer employer, or the time he left any former employer; and it shall also be unlawful and prim... evidence of conspiracy to blacklist, and of his or its participation therein, for any such person or ... ration, or any officer, agent, or employe thereof, to ask, or to give, by letter, telephone, telegr... otherwise, any information concerning any employe who has been discharged or left any ... ployment, other than may appear upon the service card of such person herein provided for.

Provided, however, That it shall be the duty of all persons employing men in such business to ... every applicant for work, except inexperienced men, to show his service card; and all appl... whether experienced or new men, to show the certificate of a physician hereinafter provided ... applying for work to any railroad company mentioned in the first section of this act. And ... employe to whom such service card and physician's certificate have been given has lost such ... or certificate, it shall be the duty of the person or officer whose duty it is to give the same to ... and deliver such person, on demand, a duplicate thereof.

SEC. 4. It shall be the duty of every person and corporation engaged in any business descri... the first section of this act to keep a record of the names of all employés, the length of servic... the causes, if any, of their discharge or for leaving such service, for the purpose of enabling ... give the service card in this act described; and it shall also be their duty to appoint some ... whose duty it shall be to issue such cards, and it shall also be the duty of every person or ... whose duty it is to issue such cards to keep the office of said person or official at all times from ... a. m. until six p. m. each day (except Sundays and legal holidays) open and free of access ... some person in charge thereof, so that employés may not be hindered or delayed in procuring ... service cards; and a failure to comply with any provision or provisions of this act shall make the ... son whose duty it is to give such cards, and the person or corporation employing him, liable ... damages to any employé who has failed to get such card by reason of any neglect or omission ... duty herein described or refusal to give any such card on demand, and the same shall be ... and taken as prima facie evidence of an intention to blacklist such employé, and of the participa... therein of the person and corporation so failing to do its duty as aforesaid. The records of employ... described herein shall at all times be open for the inspection of all employés who may desire to ... their own record, but no employé shall be allowed to see the record of any other employé, and no ... of such records shall be shown to any other person or persons whomsoever, except to the person in ... charge of the same; except that in any action, either civil or criminal, under this act such re... shall be opened to the inspection of the attorney for the plaintiff or of the United States, regarding ... the record of any such employé who has instituted an action for damages, or on whose account a ... criminal prosecution is contemplated or commenced, or on whose account an action has been com... menced by any other person entitled to bring such action under any of the provisions of this act, ... either civil or criminal; and a failure to allow such inspection or to produce such records in court on ... demand made in writing upon the person having the custody of the same, or upon any president, ... superintendent, or other general officer of such corporation mentioned in the first section of this act, ... shall subject such person or officer upon whom such demand in writing has been made to a fine of ... one thousand ($1,000) dollars and imprisonment for one year for each and every refusal to allow such ... inspection or to produce such record in court, upon legal proof being made in open court of such ... demand and refusal; and in any civil action for damages under this act such refusal shall be prima ... facie evidence of the existence of a conspiracy to blacklist, and of the participation therein of the ... person or corporation so refusing to produce such record or allow such inspection.

SEC. 5. It shall be the duty of the Interstate Commerce Commission to appoint as many medical examiners as may be necessary in the opinion of such commission, who shall be licensed physicians, at each division headquarters of any such railroad mentioned in the first section of this act, whose duty it shall be to test the eyesight and hearing of all applicants for work, as well as the physical and mental condition of all such applicants who may present themselves, stating that they desire to apply for work to any corporation or person mentioned in the first section in this act, and upon examination of any such applicant, if he is in the opinion of such examiner fit for the service for which he intends to apply, it shall be the duty of such examiner to give a written certificate to such applicant concerning his eyesight, hearing, and physical and mental fitness to perform such service, which certificate shall be in the form prescribed by said Interstate Commerce Commission, and if in the opinion

any such medical examiner any such applicant is qualified to engage in such service, and it shall so stated in any such certificate, such certificate shall be prima facie evidence of the fitness of such rson for such service; and it shall be unlawful and prima facie evidence of a conspiracy mentioned the first section of this act, and of his or its participation therein, for any person, corporation, or rvant thereof whose duty it is to employ men, to deny any such applicant employment when in ed of men if any such applicant, at the time of his application, produces such certificate showg his fitness, and such service card hereinbefore mentioned showing that his former services ve been "satisfactory;" and any physician or medical examiner provided for in this act who shall ilfully or maliciously refuse to give a certificate of fitness as herein provided to any such person plying for the same who is in fact entitled to the same shall upon satisfactory proof thereof, made fore said Interstate Commerce Commission, be discharged from his position by said Interstate Comerce Commission, and forever barred from holding a similar position under this act, and in addition ereto shall upon proof thereof in any court of competent jurisdiction be deemed and held to be a arty to the conspiracy described in the first section of this act, and subject to the penalties therein rescribed.

Provided, That nothing in this section shall be construed to prevent any person or corporation ngaged in the business mentioned in the first section of this act from selecting between two or ore persons who may, at the same time, present themselves and apply for any position that may be pen.

SEC. 6. The medical examiners provided for in the preceding section shall each receive a salary of wenty-five hundred ($2,500) dollars per annum, which shall be paid quarterly out of the Treasury of he United States, and the salaries of such medical examiners shall be charged up pro rata against ll the railroads and other persons or corporations engaged in the business mentioned in the first ection of this act, and, having lines running into the division headquarters where any such examners are located, which salaries shall be refunded and paid by such railroads and other persons and orporations mentioned in the first section of this act to the Treasurer of the United States, once ach year upon the pro rata basis aforesaid; and no physician who has ever been in the employ of ny railroad or of other of said corporations or persons mentioned in the first section of this act shall be appointed to any position of medical examiner provided for in this act; and no such medical examiner shall, directly or indirectly, accept any other emolument or employment from any corporation or person mentioned in the first section of this act. And a violation of this provision by any such medical examiner shall be a cause for his removal from such position upon satisfactory proof thereof being made to said Interstate Commerce Commission. Such medical examiners shall hold their respective offices for a period of four years, unless sooner removed by said Interstate Commerce Commission for cause.

SEC. 7. Any person who has been prevented from securing employment or has been discharged from employment, or who is otherwise injured by an act done or omitted to be done, as provided in this act, may sue in the district or circuit court of the United States in any district where service may be had upon the defendant or one of the defendants, or in any State court of general jurisdiction in any county where legal service may be had upon any defendant under the laws of the State, and he may recover of any person or corporation concerned in such conspiracy all damages which he has sustained thereby; and in all actions for damages under this act, exemplary damages may be assessed in the discretion of the jury trying the case; and for the purposes of this act proof of refusal to give such service card described in section 2 of this act, or of any refusal to employ any person having and presenting such service card and physician's certificate aforesaid, by any of the persons or corporations mentioned in section 1 of this act, shall be prima facie evidence of blacklisting and of an intent to injure, for which damages may be recovered under this act:

Provided, however, That no damages shall be recovered under this act for discharging any employe, or for a refusal to employ any person, when such discharge or refusal to employ was on account of the fact that no men were needed by the person or corporation so discharging or refusing such employment at the time of such discharge or refusal; and upon any trial, either civil or criminal, under this act, *the burden of proving that no men were needed, and that any person discharged from employment or denied employment was discharged or denied employment by reason of the fact that no men were needed at the time of such discharge or refusal, shall in every case be upon the defendant or defendants.*

SEC. 8. The denial of employment or discharge of any employe for any cause other than physical or mental unfitness, intoxication, dishonesty, or gross carelessness as described in section 1 of this act, shall be considered, and is by this act defined, to be "blacklisting," and in any civil action for damages or criminal prosecution under this act it shall be sufficient to allege in the indictment, complaint, or declaration that the plaintiff was blacklisted by the defendant or defendants, naming them, and giving the month and year when the same was done, and in the proof of any conspiracy under this act it shall be competent to offer in evidence any act or statement of the persons or corporations mentioned in the first section of this act, and of their agents who hire or discharge them, which tends in any way to establish such charge of blacklisting or conspiracy to blacklist, and the jury trying any such case shall have the right to infer that such person was blacklisted from circumstantial evidence; and actions for damages under this act shall survive to the personal representatives of any person injured:

Provided, That any discharge of employes by reason of slack business and lack of work shall not be considered a violation of this section.

SEC. 9. All laws and parts of laws which are in conflict with this act or any portion thereof are hereby repealed in so far as they may affect any provisions in this act or the rules of procedure, and evidence in all cases prosecuted under this act or any provision thereof.

Unless some legislation is secured for the guidance of the courts, the present methods of dealing with these cases will soon make railroad employees feel that a strike or any form of resistance against their employers, no matter how great or just their grievances may be, may lead to the loss of their occupation and not merely to the loss of a particular position. Such a feeling will create very soon a form of industrial slavery. It becomes necessary therefore to consider also in relation to the question of blacklisting, that of strikes and the legal right to quit work.

These decisions would seem to settle the questions arising out of the refusal to give a clearance card or out of the inference that damaging information in the clearance card is any proof of the existence of a blacklist. The plaintiff must be able to go back of this and prove the exchange of the blacklist with other parties amounting to a conspiracy to do him an injury.

Strikes have always been considered a more serious matter in railway employment than in other occupations, for the manifest reason that a successful strike or even one measurably so, is apt to lead to cessation of traffic for a time at least and thus inconvenience the public. Persons who are interested in a more or less sentimental way in labor disputes in other occupations, often are directly interested when a strike affects the status of public transportation. The law regulating the right of the individual to quit work or to strike does not differ in principle but varies somewhat in application to railway labor as compared with that in other occupations. It has been summed up by Mr. Stimson for the Industrial Commission in the volume (Vol. V of the Commission's Reports) on "Labor legislation."

It is probable that under the common law the most harmless strike could be construed to be illegal and would come under the head of "Conspiracy." The labor statute law of England, and that of the United States law also, emphasizes perhaps unduly restrictions upon what was considered a conspiracy or an act in restriction of trade. Such acts were punished with great severity until the English statutes were modified through the growth of trade-union sentiment. In the United States the common law has been in most instances repealed by statutes expressly legalizing combinations of laborers for mutual improvement and in some cases legalizing strikes.[1] For the reasons already pointed out strikes on railroads are likely to be a particular menace to the public, and the undoubted right of an individual to quit work is, in reference to railroad employment, somewhat similar to that of a pilot on board of ship—it must be restricted more than in other occupations, because the public welfare demands it. Thus, an engineer of a freight train would not be justified in quitting work and leaving his train on the tracks where it might be an obstruction to a passenger train following. He would be required by law to complete his run. Some States have statutes which specifically regulate strikes upon railways. The acts especially affecting or limiting strikes on railways are collated in Stimson's Handbook of the Labor Laws of the United States, page 304,[2] as follows:

"In Maine and New Jersey, any employee of a railroad corporation who, in pursuance of an agreement or combination by two or more persons to do, or procure to be done, any act in contemplation or furtherance of a dispute between such corporation and its employees, unlawfully, or in violation of his duty or contract, stops, or unnecessarily delays, or abandons, or in any way injures a locomotive, or any car, or train of cars on the railway track of such corporation or in any way hinders, or obstructs the use of any locomotive, car, or train of cars on the railroad of such corporation, shall be punished by a fine not exceeding $500, or imprisonment in the State prison, or in jail, not exceeding 1 year (Me., 123, 6). So, substantially, in New Jersey, the penalty being $500 or 6 months. (N. J. Rev., 1877, p. 946, paragraphs 173, 175.)

"Whoever by any unlawful act or willful omission or neglect obstructs or causes to be obstructed any engine or car, or aids therein, or who having charge of any locomotive . . . or car, willfully stops, leaves, or abandons it, or renders or aids in rendering it unfit for or incapable of immediate use, with intent thereby to hinder, delay, obstruct, or injure the management and operation of the railroad, or the business of the company, is liable to a fine of $1,000, or imprisonment for 2 years. (Me., 123, 7.)

"So, substantially, in Connecticut and New Jersey, the penalty is $100 or 6 months, and $500 or 6 months, respectively (Ct., 1517; N. J., ib., 174); and whoever, having any management of a railroad locomotive or car, while in use, is guilty of gross negligence or neglect, or maliciously stops or delays the same, or abstracts therefrom tools or appliances, may be punished by fine and imprisonment for 3 years. (Me., 123, 8.)

"Whoever, alone or in combination, does, or procures to be done, an act, in contemplation of furtherance of a dispute between a railroad, gas, or telegraph company and its employees, wrongfully and without legal authority, uses violence toward or intimidates any person with intent thereby to compel such person to do or abstain from doing any lawful act, or who, on the premises of the corporation, by bribery or in any manner induces, or tries to induce, such person to leave the employment with intent thereby to further the objects of such combination, or in any way interferes with such person while in the performance of his duty, or threatens, or persistently follows such person in a disorderly manner, or injures or threatens to injure his property, with either of said intents, is punishable by fine of $300, or imprisonment for three months. (Me., 123, 9.)

[1] For the significant passages of these laws see Industrial Commission Reports, Vol. V, p. 130, and following.

[2] See also reference, Industrial Commission Report, Vol. V, p. 132.

Any employee of a railroad who, in furtherance of the interests of either party a dispute between another railroad and its employees, refuses to aid in moving cars of such other railroad or trains, in whole or in part made up of such s, over the tracks of the corporation employing him, or refuses to aid in loading or discharging such cars, is punished by imprisonment for 1 year, or fine of 0. (Me., 123, 10.)

And in New Jersey, if any person in aid or furtherance of the objects of any ike obstruct any railroad track, or injure or destroy rolling stock or any other operty of the railroad, or take possession of, or remove it, or attempt to prent the use thereof by the company or its employees, or by offer of recompense luce any employee to leave the service of the railroad while in transit, such rson is guilty of a misdemeanor, and punishable by fine of $500 and imprisonent for 1 year. (N. J. Rev., 1877, p. 946, s. 176.)

"And in Pennsylvania, Delaware, Illinois, and Kansas, if any engineer or railad employee engaged in a strike, or with a view to incite others to such strike, in furtherance of any combination or preconcerted arrangement with any other rson to bring about a strike, abandons the engine in his charge attached to ther a passenger or freight train, at any other place than its destination with e train, he is guilty of a misdemeanor—penalty $500 or 6 months (Pa. Dig., p. 3, par. 35; Del., vol. 15, 481, 1); $100 or 90 days (Ill., 114, 108: Kan., 2480).

"So, if such engineer or employee, for the purpose of furthering the object of lending aid to any strike organized or attempted on any other road, refuses or eglects to remove cars, etc., of such road, or interferes with, molests, or obstructs ny engineer or employee in the discharge of his duty, or obstructs any track, or injures or destroys rolling stock or other property of a railroad, or takes possesion of or removes such property, or prevents or attempts to prevent its use by he railway. (Del., ib., 2–4; Pa. Dig., p. 533, par. 358–360; Del., vol. 15, 481, 2 nd 5.)

"In Illinois, Michigan, and Kansas, if any person or persons shall willfully and naliciously by any act or by means of intimidation, impede or obstruct, except by due process of law, the regular operation and conduct of the business of any railroad company, or other corporation, firm, or individual in this State, or of the egular running of any locomotive engine, freight or passenger train of any such company, or the labor and business of any such corporation, firm, or individual, ne or they shall, on conviction thereof, be punished by a fine of not less than $20, nor less (more) than $200, and confined in the county jail not more (less) than 20 days, nor more than 90 days. (Ill., 114, 109; Kan., 2481; Mich., 9274.)

"If two or more persons shall willfully and maliciously combine, or conspire together to obstruct, or impede by any act, or by means of intimidation, the regular operation and conduct of the business of any railroad company or any other corporation, firm, or individual in this State, or to impede, hinder, or obstruct, except by due process of law, the regular running of any locomotive engine, freight or passenger train, on any railroad, or the labor, or business of any such corporation, firm, or individual, such person shall, on conviction thereof, be punished by fine not less than $20, nor more than $200, and confined in the county jail not less than 20 days, nor more than 90 days, etc. (Ill., 114, 110; Kan., 2482; Mich., 9275.)

"This act shall not be construed to apply to cases of persons voluntarily quitting the employment of any railroad company, or such other corporation, firm, or individual, whether by concert of action or otherwise, except as is above provided. (Ill., 114, 111; Mich., 9276; Kan., 2483.)

"In Wisconsin, any person who shall individually, or in association with others, willfully injure or remove any part of a railroad car, locomotive, or of any stationary engine, or other implement or machinery, for the purpose of destroying it, or preventing its useful operation, or who shall in any other way interfere with the running or operation of any locomotive or machinery, shall be punished by fine up to $1,000, or imprisonment for 2 years, or both. (Wis., 1887, 427, 2.)

"In Texas, any person or persons who shall, by force, threats, or intimidation of any kind whatever against any railroad engineer or engineers, or any conductor, brakeman, or other officer or employee employed or engaged in running any passenger train, freight train, or construction train, running upon any railroad in this State, prevent the moving or running of said passenger, freight, or construction train, shall be deemed guilty of an offence, etc." (Tex., 1887, 92, 1.)

It is the almost unanimous opinion of modern economists of various schools of thought that labor combinations with the power to appeal in the last resort to a strike or a joint refusal to work are, under the present system of competition, necessary and expedient. While most labor organizations realize that the strike is a costly and, in most cases, a useless weapon with which to accomplish their

purposes, the wisdom of maintaining the right to strike, as a last resort, can be questioned. It has been frequently affirmed in court decisions. Mr. Richard Olney, in his brief in the case of Thomas C. Platt *v.* Philadelphia and Reading Railroad Company et al., said, November, 1894: "It is unnecessary to elaborate the proposition that a strike is not necessarily unlawful, since it is emphatically sustained by the recent decision of the circuit court of appeals in Farmers Loan and Trust Company *v.* Northern Pacific Railroad Company." (Reported sub nom. Arthur *v.* Oakes, 63 Fed. Rep., 310.)

The usual remedy is sought by employers through the use of the injunction to compel specific fulfillment of the labor contract, and to this use of the injunction the combined labor force of the United States is unalterably opposed and insistent in its demand for legislation to correct what they consider an abuse of the power of injunction as exercised by the courts. While injunctions are granted to compel specific fulfillment of contract, and frequently in the nature of "blanket" injunctions against strikers, it is claimed that the injunction is a remedy for employees against blacklisting. The use of the injunction is discussed, and a long list of cases cited, by Mr. E. A. Mosely in his testimony before the Industrial Commission (Vol. IV, p. 9); and it is the opinion of many witnesses, including Prof. Emory R. Johnson, that the injunction has played an important part in assisting corporations to secure their ends in disputes with their employees, and that some statutory limitation will have to be placed upon the use of the injunction. The officers of the leading railway orders favor a bill which has already been introduced in Congress, the text of which will be found in the commission's reports (Vol. IV, p. 761), providing that contempts of court be divided into two classes, direct and indirect, to be proceeded against in different ways. "Contempts committed during the sitting of the court or of a judge at chambers, in its or his presence or so near thereto as to obstruct the administration of justice, are direct contempts. All other are indirect contempts." Indirect contempts are to be proceeded against after a written accusation shall have been made and the accused required to answer, the trial proceeding upon testimony, as in criminal cases, and the accused being confronted with witnesses, and the court having the option of summoning a jury; and, finally, the judgment being subject to appeal to a higher court.[1]

[1] For a more complete discussion of the use and abuse of the injunction in reference to labor disputes see Stimson's Handbook of the Labor Law of the United States, p. 311 ff; also this report, p. 602–615.

PART III.—THE ORGANIZATION OF RAILWAY EMPLOYEES.

10. THE HISTORY OF RAILROAD ORDERS AND BROTHERHOODS.

One of the most important chapters in the history of organized labor, when it is roperly and impassionately treated, will doubtless be the history of the organiza- on of railroad men. In breadth of scope, in thoroughness of organization, and n the businesslike methods in which they are conducted, the leading brotherhoods nd railway orders will compare favorably with any business enterprise. The najority of organizations now in existence have been in operation for several 'ears, and the oldest goes back to a period when the country was involved in the difficulties of a great civil war. All of them are fashioned after the same model, though the differences in the way in which the emphasis is laid on one or other of their chief features is a significant key to the measure of subsequent success. The facts illustrating the life and growth of the organized labor movement among railroad men can be best appreciated by a survey of the activities of each of the brotherhoods in its particular field, and in its dealing with a particular grade of service, degree of skill and intelligence, and particular standard of economic welfare in the class to which it is restricted. A complete history of the brotherhoods has never been written, and the survey presented in the following pages is taken chiefly from the constitution, by-laws, rules, regulations, and literature published in the official organ of the several organizations to which reference is made.[1]

I. The Grand International Brotherhood of Locomotive Engineers.—The engineers were the first group of railroad men to organize. There was a strike on the Baltimore and Ohio Railroad in 1854, due to some difficulties which the engineers had with the officers of the Company. The result of the strike was that 16 engineers lost their situation. About this same time the extension of railroads in the country made the demand for engineers such that many inexperienced, incompetent, and intemperate men were engaged, and the older and more thoughtful engineers began to discuss some means of mutual protection and methods for the improvement of their fellow-craftsmen. A convention of locomotive engineers met in Baltimore on November 6, 1855, in response to a circular asking the men on all the railroads to send delegates. Seventy delegates were present, representing 14 States and 55 railroads. An organization known as the National Protective Association of the United States was formed, a constitution and by-laws were adopted, and the convention adjourned to meet at Columbus, Ohio, in October, 1856. At the meeting in Columbus no important business was transacted and the organization never held another meeting. Some few local organizations struggled on for several years.

By 1863 the need for mutual protection, especially against a tendency to reduce the wages of engineers, was keenly felt by the men in the service throughout the country. Certain action of the Michigan Central Railroad in the fall of 1862 seems to have aroused the engineers to the need for organization and resistance. An association of the employees of the Michigan Southern had been started at Adrian and the Central men were invited to join. Some of them did so, but found that the organization included all railroad employees in the mechanica departments, and reported back that in their judgment it would be better for the engineers and firemen to form an organization for themselves A an outgrowth of this feeling of discontent the engineers on the Michigan Central, Michigan Southern, and Northern Indiana, Detroit and Milwaukee, Grand Trunk, on the American side, and the Detroit Branch on the Michigan Southern, were invited to attend a convention in Detroit May 5, 1863. This convention resulted in the adoption of a constitution and by-laws embodying the fundamental principles of the brotherhood as at present organized. Officers were elected and Division No. 1, Brotherhood of the Footboard, was organized. The fundamental thought in the minds

[1] A very complete account of the insurance and beneficial features of the brotherhoods is given by Prof. Emory R. Johnson in an article in the Labor Bulletin for July, 1898.

of the organizers seemed to be that members of the brotherhood should attain to reach a high standard of ability as engineers and of character as men, well adapted to the important and responsible nature of their occupation, thus entitling them to liberal compensation, which should be insisted upon by all legitimate means.

Mr. P. M. Arthur, in writing the history of the Engineers' Brotherhood, says of this period: "Argument, the true worth of able and competent men, and the interest and best interests of the companies themselves, rather than strikes, were first, always have been, and are now the means on which the brotherhood has relied to maintain the justice of its requests at the hands of the railroad company."[1]

Other subdivisions were rapidly organized before the grand division was perfected in organization. The grand division was formed with 10 subdivisions and began operations August 17, 1863, at Detroit. William D. Robinson, who is called the father of the brotherhood, was chosen chief grand engineer, and the convention adjourned to meet in Indianapolis August 17, 1864. The first crisis occurred early in 1864 when Division No. 12, of Fort Wayne, had a dispute with the officers of the Pittsburg, Fort Wayne and Chicago Railroad, which resulted in disaster to the engineers. It was felt that the constitution was not strong enough, and some divisions in order to be strong in numbers had unwisely admitted to membership anyone who could run an engine, and also some firemen and machinists. A special convention met in Detroit, February 23, and adopted an amendment excluding firemen and machinists. At the second annual convention, at Indianapolis August 17, 1864, the constitution and by-laws were made still more conservative and the name changed to the Grand International Brotherhood of Locomotive Engineers. The first grand assistant engineer was made the only salaried officer and paid $125 per month. At the same convention the Trades Review, of Philadelphia, was made the official organ of the brotherhood. Organization in the early days had to go on quietly and secretly, because there was determined hostility and even combination on the part of the railroads to prevent any organization at all. The engineers of New England were not organized until after December 1, 1864, but by April, 1865, the New England States and Middle States had been added to the Western States represented in the organization. At this time there were perhaps 20,000 members, divided among 319 divisions. The Locomotive Engineer's Journal was established at the convention of 1866, and has since that time been a great power in developing the brotherhood. At the same convention a widows', orphans', and disabled members' fund was established, which was subsequently changed into the general charity fund. On December 8, 1867, the Locomotive Engineers' Mutual Life Association was established. In 1870 the headquarters were established at Cleveland, where they remain up to the present time. A little later an attempt was made to secure a charter from Congress, but was unsuccessful. One division was incorporated in Tennessee in 1870, but died a natural death in 1877, and the brotherhood is not now incorporated.

Mr. P. M. Arthur was chosen chief of the brotherhood in 1874, and has held that office up to the present time. The brotherhood has been engaged in but few strikes, but they materially affected the interests of the public and were followed with keen interest. No organization has been more successful in making contracts with employers and none has been more conservatively managed and won more real victories for its members, at the same time retaining the respect and friendly consideration of the employers of its members and the confidence of the general public. Perhaps the general feeling of good will toward the locomotive engineers is fairly well indicated in the otherwise eccentric editorial in a recent issue of the New York Sun (September 19, 1899), on "Labor Unions and How to Make Them Pay:"

"There is a man named Arthur, Peter M. Arthur. He is a locomotive engineer, and he is the Chief of the Brotherhood or Union of the Locomotive Engineers of the United States. When this man enters the office of a railroad president, he is treated with as much respect and consideration as if he were one of the largest stockholders or some other person of like distinction. His word is unimpeachable; his honesty has never been impugned. He has the confidence and the respect of the employers and the employees and he stands for all that is good and honorable in trades unionism, theoretic and practical.

"No one has ever heard of Mr. Arthur's 'calling out' the engineers on a great line of railroad because a Wall street stock-jobber wanted the price of its shares depressed in the market and was willing to pay well for bringing about a strike. No one ever heard of his ordering a railroad to adopt a new style of locomotive

[1] See Labor Movement in America, edited by George E. McNeil, Chap. XII, by P. M. Arthur on the Rise of Railroad Organizations. Boston and New York, 1887.

at would enable it to dispense with half of its engineers. And no one will ever ear of his doing any of these things. He doesn't know how to do them. He is n honest man. He is not in the union for his personal use. He is in it for his llow-workmen, and all his ambition is to serve them well and faithfully. That e does; and in the doing of it he has the respect and admiration of the Sun.

"One would suppose that that powerful organization, the Stone Cutters' Union f Chicago, would try to select as its head a man like Mr. Arthur in place of the an it now has. This man, whose name is Sullivan, has been conspicuous lately n the public view by reason of the strenuous and passionate opposition that he as made to certain ceremonials in connection with the laying of the corner stone f the new Chicago post-office. This opposition he offered, it seems, to abate for consideration of $5,000. A man like Mr. Arthur would never have been mmersed in such criminal disgrace, because a man like Mr. Arthur never would ave created a fictitious and factitious grievance for the purpose of being bought ff.

"These considerations apply to all unions. The fatal haste to get wealth infects heir management. The men at the head are not all Arthurs, and they yield to he temptation to make money by using the power and influence of the union or their own profit. This is the reason why we have strikes declared on our urface railroads; this the reason why union workingmen are idle and why nion workingmen are impoverished by assessments to provide for idle men who ought to be at work. This is part of the reason, if not all of the reason, of the strike in the Sun office, and this is why united labor is being assessed to enable professional workingmen and men of the character of Delaney, the leader of the Typographical Union, to conduct a futile and stupid boycott.

"The labor unions had better seek out the Peter M. Arthurs in their ranks, and then they may come to enjoy the sympathy of the public and the respect of the Sun."

The object of the brotherhood is declared to be "to more effectually combine the interests of locomotive engineers, to elevate their standing as such and their character as men." Membership is limited to white men 21 years of age, of good moral character and temperate habits, who can read and write, and who have been in actual service at least 1 year as locomotive engineers. No candidate can be initiated while there is a strike on the road on which he is employed, and no member is allowed to join any other labor organization, except the order of steam engineers, on penalty of expulsion. An applicant who is a member of any other labor organization except the Brotherhood of Locomotive Firemen may be balloted for, but can not be initiated until satisfactory evidence is given that he has withdrawn from such other organization. Members of the firemen's brotherhood may be initiated, but must withdraw from the firemen's organization within 1 year. Drunkenness is an offense for which a member is liable to be reprimanded, suspended, or expelled; and if a member is found guilty of keeping a saloon where intoxicating liquors are sold, the chief of his local division must declare him expelled without a ballot. Any member who takes the place of one engaged in a strike by any legally organized labor body, when duly recognized by existing railway organizations as a legitimate organization, is to be expelled when proved guilty. A member may be expelled who does not attend a meeting of his local division once in 3 months, unless excused by the division. Members joining any secret detective organization, or who procure a pass or other favor for a brother member without ascertaining beyond a reasonable doubt that he is entitled to it, must be expelled, without a ballot, by the chief of their local division.

The officers of the brotherhood are: A grand chief engineer and assistant grand chief engineer, and first, second, and third grand engineers, first, second, and third grand assistant engineers, grand guide, and grand chaplain. The first grand engineer is the secretary and treasurer of the brotherhood, the second grand engineer is the editor and manager of the official journal, and the third grand engineer has charge of stationery and supplies and of the Journal mailing list. All officers are elected by the national convention for a term of 2 years, except the G. C. E., A. G. C. E., F. G. E., S. G. E., and T. G. E., who are elected alternately to serve 4 years.

The initiation fee is $10, and the grand dues for the central organization are $2.50 per year. Fifty cents of this amount must be applied to a charity fund to pay pensions. The executive committee, consisting of 5 members appointed from the employees of different railroad companies, has power to levy assessments when necessary. Members, however, who have not earned $50 per month for the preceding 3 months, because of sickness or lack of work, are exempt from such assessments. If a member fails to pay his dues for 3 months, he is expelled

unless excused by a majority vote of the members of his division at any regular meeting; and if a member is retained who is 3 months in arrears, the local division is held responsible for the payment of his dues.

The Brotherhood of Locomotive Engineers' Journal is a monthly magazine containing about 60 pages of reading matter besides a directory of the subordinate divisions and formal announcements concerning the business of the brotherhood; it is also an illustrated magazine of general literature, but contains technical articles of interest to locomotive engineers. It is sent free to all members, and the subscription to all others is $1 per year.

There is a general board of adjustment on each system of railroad where two or more subdivisions are organized, and an executive board of adjustment, composed of the chairmen of the separate committees, may be established on each composite system of railroad. The chairman of the general board of adjustment may be a salaried officer, devoting his whole time to the work, if two-thirds of the members of the system so elect. The chairman of the general board acts with the local committees in adjusting differences between members and their employers. The general board of adjustment must be convened whenever a majority of the subdivisions on the system desire it, and may be convened at the discretion of the chairman. Any action taken by the general board is binding on all members and subdivisions on the system until repealed by said board or by a two-thirds vote of the members on the system. If the general board fails to settle any difficulty, it must notify the grand chief engineer, who gives such a call precedence over all other business and at once visits such system and is required to use all honorable means to prevent trouble between members and their employers. Any member meeting with an accident in the discharge of his duties must make a complete report in writing for the benefit of the board of adjustment. Members are prohibited from signing any contract with the railway or from making any verbal agreement without the consent of the general board. General boards of adjustment have the power to fix the rate of pay for their own members, and the expenses of such commitees, together with compensation for the time they lose, are raised by assessment on all members employed on the system represented.

Subdivisions in each State may, by a two-thirds vote of all the divisions in each State, establish a legislative board, with power to take charge of all matters coming before the legislature involving the interests of the brotherhood. Expenses of such boards, together with pay for lost time by members engaged in such service, are met by assessments upon all members of the brotherhood in the State who earn $50 or over per month. Delegates are particularly directed to secure laws prohibiting blacklisting. Any member of the legislative board who is discriminated against by the railroad company and loses his situation is to be provided for at the same rate of pay given to the members of the board of adjustment.

There are at the present time over 500 subdivisions and over 32,000 members in the brotherhood. The minimum cost of membership is about $6 per year, including local and grand dues; the average cost, not including insurance assessments, is probably $8 to $9 per annum, which includes of course the subscription to the monthly Journal.

There are 3 general funds maintained: First, the current-expense fund, made up from charter fees, grand dues, profits on printing, etc., from which general expenses, salaries, printing bills, and biennial convention expenses are drawn; second, the charity fund, which is supplied from the general fund by amounts set aside at each biennial convention for charitable purposes, about $42 annually being thus given to the widows and orphans of deceased members; third, a contingent or strike fund, amounting at present to about $100,000, which is also under normal circumstances, accumulated from appropriations from the general fund, and comes from the grand dues and profits on the Journal and other printing.

The brotherhood has ever been insistent upon raising the standard of men admitted to the craft of railroad engineers. It is particularly severe in dealing with cases of intoxication. Grand Chief Arthur, in his testimony before this Industrial Commission, stated that in one year—the fifth in the history of the organization—172 members were expelled for intoxication.

The engineers' brotherhood is a trade union in a stricter sense than is perhaps true of any other railroad organization. For this reason it has consistently refused to federate with the Knights of Labor, American Railway Union, Federation of American Railway Employees, or any other labor organization, or to allow its members to retain membership in any other labor organization. It is unincorporated, and the general policy seems to be opposed to incorporation. The insurance department, which is managed as a separate association, had to become incorporated in order to do business in some states.

he insurance features of the brotherhood are provided for under a separate anization, known as "The Locomotive Engineers' Mutual Life and Accident irance Association." The first insurance association was organized December 867, and membership in it was voluntary until it was reorganized and incor- ated under the laws of Ohio on March 3, 1894, after which membership became pulsory for all members of the brotherhood who fulfilled the age and other airements. Previous to incorporation the insurance association was managed he officers of the brotherhood, but since incorporation it has been necessary t the insurance association have its own officers and be managed no longer as adjunct of the brotherhood.

he business of the insurance association is conducted as a strict mutual insur- e business, and in this respect differs from the merely beneficiary features of other brotherhoods. The cost of insurance is said to be much less than it uld be possible for men in so hazardous a calling to receive on the regular rket. The grand chief engineer, in his testimony before the Industrial Com- ssion,[1] stated that the rate had never yet exceeded 1¼ per cent since the date of ;anization in 1867. He further stated: "We think it [the system of insurance] e of the best. It is better than we can get in any old-line company, from the t that we pay for the loss of a hand, arm, limb, or eyesight of one or both eyes, e same amount as we do for death."

The assessments levied per $1,000 of insurance in the 7 years 1894–1900 varied m $14.50 to $18.34, and averaged $16.55 per year. This was based on a mem- rship of between 16,000 and 26,000 and outstanding insurance amounting to from),000,000 to $53,000,000. The claims paid in the 7 years referred to amounted to otal of $4,551,327.89.

The officers of the insurance association are: A president, vice-president, cretary, treasurer, and 5 trustees. Membership is open only to members of the otherhood not over 50 years of age, and all members of the brotherhood who e eligible must make application for one or more policies in the association. n entrance fee of 50 cents and an annual assessment of 50 cents provides for the neral expenses of the association. A medical examination is required. Poli- es of $750 and $1,500 are issued. Three $1,500 policies may be taken by a mem- er under 40 years of age. Applicants under 45 may carry $3,000 insurance, and pplicants between 45 and 50 $1,500. Applicants must be in good health and in ossession of 2 good eyes and both hands and feet.

A member who loses a hand by amputation at or above the wrist joint, or a oot at or above the ankle joint, or sustains a total and permanent loss of sight n one or both eyes, is entitled to the full amount of his insurance. Assessments re levied for each loss at not less than 25 cents for each $750 policy and not less han 50 cents for each $1,500 policy. A member of 5 years' standing who is otally disabled, or who, on account of age and infirmity, can not follow his voca- ion and has no income, or a member of 10 years' standing, who is over 50 years f age and car not pay his assessments, because out of employment, may make pplication to have his insurance carried by the association.

Article VIII of the constitution for subordinate divisions states that in the case f a death of any member of good standing the chief engineer of the local divi- ion shall appoint a committee to inquire into the circumstances of the family nd to give necessary assistance as long as the widow or children are in need. A ick or disabled member may be helped with the funds of the local division, or with money raised by special assessment or by voluntary contribution, as the divi- sion may decide.

Statistics of the Locomotive Engineers' Mutual Life and Accident Insurance Association, 1894 to 1896.

Year ending December 31—	Membership of brotherhood March 31.	Divisions at close of year.	Membership of insurance association at close of year.	Assessments levied upon holders of certificates of—				Assessments per $1,000 of insurance carried.	Total claims paid.	Total insurance outstanding.
				$750.	$1,500.	$3,000.	$4,500.			
1894.....	32,023	530	16,009	.....	$25.00	$50.00	$75.00	$16.67	$409,500.00	$30,900,000
1895.....	31,004	533	16,872	.....	21.75	43.50	65.25	14.50	568,500.00	31,480,500
1896.....	30,309	535	18,739	$11.75	23.50	47.00	70.50	15.67	602,250.00	40,344,750
1897.....	31,723	492	20,223	12.00	23.50	46.50	69.50	15.34	613,515.20	43,572,000
1898.....	33,723	538	22,353	14.25	28.00	55.50	83.00	18.34	732,312.69	48,036,000
1899.....	33,786	543	24,354	14.00	27.50	54.50	81.50	18.00	814,500.00	50,508,750
1900.....	35,010	569	26,424	13.50	26.50	52.50	78.50	17.34	810,750.00	53,714,250

[1] Reports, Vol. IV, Transportation, p. 121.

II. Order of Railway Conductors of America.—In the spring of 18[illegible] ductors on the Illinois Central Railway at Amboy, Ill., instituted an as[illegible] called the Conductors' Union. Shortly thereafter the conductors on the [illegible] Burlington and Quincy at Galesburg formed themselves into Division N[illegible] this union. A meeting was arranged between representatives of these [illegible] sions at Mendota, Ill., in July, 1868, and the Conductors' Brotherhood was f[illegible] laws were adopted, and officers elected. Division No. 3 was organized at A[illegible] Ill., in August, 1868, and Division No. 4 at Centralia, Ill., in Septem[illegible] October of that year the officials of the Chicago, Burlington and Quincy [illegible] their men to leave the brotherhood or the service of the Company, and [illegible] 2 and 3 became defunct.

In November, 1868, a call was issued to the railroad conductors of th[illegible] States and British provinces for a convention to be held at Columbu[illegible] December 15, for the purpose of organizing a brotherhood of conductors. [illegible] convention was held, the constitution was revised, the benefit departm[illegible] tuted, and officers were elected. Annual meetings of the grand divis[illegible] been held since then up to the year 1891, when the plan of holding them [illegible] ally was adopted.

The conductors' brotherhood was reorganized in 1878 under the present [illegible] Its headquarters are at Cedar Rapids, Iowa, and it includes railroad con[illegible] in the United States, Canada, and Mexico. The number of local unions a[illegible] total membership for various years since 1877 and for each year since 1[illegible] follows:

Year.	Number of subordinate divisions.	Total membership.	Year.	Number of subordinate divisions.	Total membership.
1877	51	1,058	1894	363	[illegible]
1882	64	2,014	1895	370	[illegible]
1887	225	11,947	1896	373	[illegible]
1889	249	13,720	1897	382	[illegible]
1890	267	14,453	1898	388	[illegible]
1891	302	17,906	1899	396	[illegible]
1892	337	20,238	1900	404	[illegible]
1893	342	20,356			

It is estimated that about 3,000 railroad conductors are members of other organizations and that about 1,000 are nonunion men. The grand division holds a general convention biennially, to which each subordinate division sends one delegate. A two-thirds vote of the grand division is necessary to change or enact any law. The officers of the grand division are: grand chief conductor, assistant grand chief conductor, grand secretary and treasurer, grand senior conductor, and grand junior conductor, all of whom are elected for 2 years, and 3 trustees and 3 insurance commissioners, elected for 4 years. The grand chief conductor receives a salary of $5,000 per year, the assistant grand chief conductor $2,000, and the grand secretary and treasurer $3,000, to which is added legitimate traveling expenses after being approved by the trustees. The grand senior conductor and grand junior conductor each receive $2,000 and traveling expenses. The trustees are paid $100 per annum, and the chairman of the trustees $300 per annum and necessary expenses. The members of the insurance committee are compensated in the same manner as trustees. There is a board of directors, which acts as an executive committee, and is composed of the grand chief conductor, the assistant grand chief conductor, grand secretary and treasurer, grand senior conductor, the trustees, and members of the insurance committee. This board may be called to meet at any time by the chairman, and the expenses of attending these meetings are paid by the order; likewise the expenses of the biennial convention are paid by the order. All of the officers of the grand division are required to give bonds in the amount of $25,000.

The revenue of the grand division is derived from the following sources: First, for charter and supplies for a new division, $60; second, for every division card issued by the grand secretary, $1; third, for every honorary credential, $1; fourth, every division pays annually in advance for every member in good standing, $1; the grand dues may be increased at any time by the grand division, provided they do not exceed $2. The minimum admission fee which any local division may charge is fixed at $5.

Any person actually employed as a conductor on a steam surface railroad outside of yard limits, and who has had at least 12 months' actual experience, is

ible to membership. An applicant must be recommended by three members
:he division, who certify that he is a man of good moral character. The use
ılcoholic liquors as a beverage is a sufficient cause for rejection of any petition
membership. Applications are referred to a committee of three, and if recom-
nded by the committee are voted upon; two black balls are sufficient to reject.
e trial of members or officers for misconduct, or for violation of the constitu-
ı and laws of the order, is provided for in great detail in the statutes. The deci-
ı rests upon a majority vote of the members of the local division, with appeal
:he grand chief conductor, and from his decision to the grand division; the
ıalties are expulsions and reprimands, but no fines.

n addition to the general funds of the grand division and to the insurance
ıds, which are kept separate, the order has a protective fund of $100.000, main-
ned by an assessment of 50 cents per quarter upon each member whenever the
ıd is less than $100,000. Expenditures are made by appropriation of the grand
ision, requiring a two-thirds vote of the members. The statutes of the order
ovide an elaborate and conservative method of procedure in all negotiations with
ıployers concerning the conditions of employment and relating to grievances.
ırious committees having charge of these negotiations are empowered to make
reements with the different railway systems. The conditions of employment
e usually fixed by such annual agreement.

In each division there is a local grievance committee for each line of railway
hose employees are members of the division, composed of 3 members employed
' that line, who serve 2 years; when a complaint is made on the part of a
ember the chief conductor, if he deems necessary, calls a special meeting of
.e division; if the division approves the complaint by a two-thirds vote it is
ferred to the local committee for the line against which the complaint is made,
ıd such committee is directed to proceed to adjust the matter with the local
ficials. If unsuccessful the division may direct the committee to place the matter
ı the hands of the general committee of their system of railway. On each rail-
oad system there is a general grievance committee, composed of representatives
:om each local division. If the members on any system of railway desire the
ntire time of the chairman of this general committee they may so direct by a
wo-thirds vote, and the expenses must then be paid out of a system of assess-
ıents and be sufficient to guarantee the services of the chairman for at least
months. The chairman of the general committee works with and through the
ocal committee, and if unsuccessful he may convene the general committee of
djustment. In case of a strike the grand chief conductor is the recognized leader
ınd has full command of the entire resources of the protective department. No
trike is authorized until the general committee of adjustment has failed, after
:xhausting all honorable means to affect an amicable adjustment, in which case
he grand chief conductor and the committee may order a strike on all or any
ortion of the system involved, provided such action is agreed upon by two-thirds
f the members employed upon the territory involved. The same system and
ıuthority that brings about a strike is empowered to end it; striking members are
paid $50 per month until the close of the strike, and the payment may continue in
some cases beyond the end of the strike.

It is the general policy of this order to obtain written agreements with employers,
fixing wages, hours, and conditions of employment. Most railway systems have
made such agreements with their men. The order is furthermore ardent in its
support of the principle of arbitration, and will not resort to other measures until
arbitration has been refused by the other side. Many cases have been arbitrated,
and the organization has always secured the major part or all of its contention.
No decision of arbitrators has ever been violated by the order, and only one by an
employer. The state boards of arbitration of New York and New Jersey inter-
vened in the trouble with the Lehigh Valley Railroad in 1894 and assisted in
reaching a compromise.

The mutual benefit department is distinct, so far as the management of its funds
is concerned, from the general order. Applicants for membership in the order
are required to take out insurance on a mutual benefit plan; insurance policies of
1, 2, 3, 4 or 5 thousand are issued. Members under 30 may insure for any amount;
from 50 to 60 years of age they are limited to $1,000, and over 60 are not permitted
to join the mutual benefit department. Regular monthly assessments to the
annual amount of $16 per $1,000 of insurance are collected, and when this does
not prove sufficient additional assessments may be levied by the insurance com-
mittee. At death the benefit is paid to the person designated in the policy, or in
accordance with the provisions in the will of the deceased, or in the absence of a
will, to the widow, children, father, mother, brothers, and sisters of the deceased
in the order named; if no relatives survive only funeral expenses are paid and the

insurance reverts to the order. Total disability, through the loss of a hand or foot at or above the joint, or total loss of eyesight or hearing entitles a member to the full amount of insurance. Any member disabled from other causes may have his monthly assessments paid by the benefit department and charged against his certificate. A reserve fund for the insurance department is provided from an assessment of $1 per year on each $1,000 of insurance until this reserve fund reaches $500,000. On June 30, 1900, this fund amounted to $37,841, at the same time the insurance expense fund amounted to $13,129, the mortuary fund to $38,139, the general fund $114,888, and the strike fund $100,000, making in all assets of the order amounting to $303,997. The following benefits were paid in 1897: Deaths, $336,000; disabilities, $80,000; 1898, deaths, $402,000; disabilities, $79,000; 1899, deaths, $438,500; disabilities, $67,000. In addition to these benefits most of the local divisions pay some sick and disability benefits. In the biennial period ending December 31, 1900, there were 488 insurance claims paid, aggregating $1,020,000. The total amount of insurance paid by the benefit department since organization is $4,415,467.

The membership of the benefit department at various dates since organization has been as follows:

1877	51	1890	3,933	1898	17,44
1882	70	1892	9,942	1900	20,41
1887	4,768	1894	12,704		
1889	4,296	1896	14,619		

The cost of $1,000 of insurance is about $16 per annum, and the minimum cost of membership, including initiation fee of $5 the first year, fee and assessments on $1,000 of insurance, annual dues to the grand division, local dues and assessments is about $27, and in most local divisions will probably not exceed $30. In a recent period of 5 years in only 1 year did the assessments amount to as much as $16 per $1,000 of insurance. They averaged nearer $14 on a basis of an average of over $25,000,000 outstanding insurance.

Statistics of the mutual benefit department of the Order of Railway Conductors of America, 1892–1900.

Year ending December 31—	Membership of order at close of year.	Divisions at close of year.	Membership of mutual benefit department at close of year.	Assessments levied upon series— A.	B.	C.	D.	E.	Assessments per $1,000 of insurance carried.
1892	20,238	337	9,942	$14	$28	$42	$56	$70	$14
1893	20,356	342	12,266	15	30	45	60	75	15
1894	19,253	363	12,704	16	32	48	64	80	16
1895	19,737	370	13,582	14	28	42	56	70	14
1896	19,810	373	14,619	14	28	42	56	70	14
1897	20,697	382	15,807	14	28	42	56	70	14
1898	21,950	388	17,403	14	28	42	56	70	14
1899	23,526	396	19,057	15	30	45	60	75	a15
1900	24,502	405	20,415	16	32	48	64	80	a16

Year ending December 31—	Number of benefits paid in series— A.	B.	C.	D.	E.	Total benefits paid.	Total insurance outstanding.
1892	31	8	63	1	(b)	$392,870.40	$22,347,000
1893	43	14	77	2	2	320,000.00	26,143,000
1894	56	39	60	4	3	345,000.00	26,027,000
1895	56	28	65	8	1	344,000.00	27,395,000
1896	61	31	58	8	2	339,000.00	29,267,000
1897	61	48	73	8	1	416,000.00	31,625,000
1898	91	55	79	7	3	481,000.00	34,817,000
1899	81	60	84	11	1	502,000.00	37,689,000
1900	99	60	92	5	1	520,000.00	39,881,000

a Includes $1 for reserve fund. b Paid 61 old $2,500 claims.

III. Brotherhood of Locomotive Firemen.—The Brotherhood of Locomotive Firemen, with its headquarters at Peoria, Ill., was organized December 1, 1873, at Port Jervis, N. Y., with 11 members and one lodge, known as the Deer Park

odge. It has grown until it had on July 1, 1900, 572 local unions and a total 36,084 members. The first annual convention was held at Hornellsville, N. Y., ecember 15, 1874, at which time 12 lodges had been organized. The second nnual convention was held at Indianapolis in December, 1875, and had repre- ntatives from 31 lodges, which showed a total membership of 600. At the third nnual convention in St. Louis in September, 1876, 53 lodges were represented nd 1,500 members. At this meeting the order established the Locomotive Fire- ien's Magazine, an organ which has been published uninterruptedly since that ate.[1] At the outset the Locomotive Firemen's Magazine was a pamphlet of 32 ages, and the subscription price was fixed at $1.10 per year; in 1877 it became ie property of the brotherhood, and the subscription price was fixed at $1; in 382 it was increased in size to 48 pages, and 1883 to 64, and in 1886, when the ues for the grand lodge were increased from $1 to $1.50, the magazine was ordered ent free to all members. Since 1888 the magazine has had a minimum of 96 ages, and in 1889 the grand dues were increased to $2 to cover deficit due to cost f publication of the magazine. The cost of publication was estimated at 92 ents per member for the fiscal year 1899, when the aggregate bulk for the year vas 2,024 pages, and at 81 cents per member for the fiscal year ending June 30, 900, when the aggregate bulk was 1,904 pages.[2] Besides editorials expressing pinions upon questions of special interest to railroad men, it contains a directory f subordinate lodges and items relating to the routine business of the brother- ood, in addition to which general reading matter of a literary character. Its ditorials of recent years are frequently bitter in their complaint that locomotive iremen have not shared in the general industrial prosperity. It has opposed the elief associations of railroad companies, the general political tendencies in the irection of expansion and the increase of military forces, the legislation favoring ailway corporations, and, in conjunction with other railroad labor unions it has favored an 8-hour day, municipal ownership of public utilities, compulsory edu- cation, stricter liability of employers, factory-inspection laws, abolition of sweat shops and contract labor, legislation against injunctions, and the nationalization of railroads, telegraphs, and telephones. It has looked upon the growth of trusts, and what it generally styles the increasing power of capital, with distrust and with a desire for more effective legislation to protect labor.

Prior to the organization of the brotherhood, firemen were combined in what was called the International Firemen's Union and Protective Association, which met with determined opposition from the railroads. The brotherhood up to 1877 was known as an insurance and fraternal organization, but by that time it had absorbed the few remaining local unions of the International Firemen's Union, and it became a labor organization and participated in some of the strikes of 1877 which spread over the country. The disfavor with which members of the fire- men's brotherhood were generally regarded, after the strikes of 1877, retarded the growth of the brotherhood; but since 1885 it has generally been successful in espousing the interests of this class of railroad employees. The brotherhood, however, in recent years, especially in a declaration adopted at the convention of 1894, deplores strikes, and insists upon its members standing by agreements which they make with employers. The firemen have always been anxious to bring about closer relationships between the various organizations of railway men, and espe- cially to secure united action of its legislative committees with those of other brotherhoods in order to strengthen their position with the state and national leg- islatures. The constitution of the Brotherhood of Locomotive Firemen provides that at least 15 days before the convening of the legislature of any state each lodge in that state may select a member to serve as a legislative representative. Such representative shall meet with other representatives similarly elected, which body must elect two or more of their number to constitute a legislative board of the Brotherhood of Locomotive Firemen, and whose duties will be to influence, in conjunction with other labor representatives, the enactment, repeal, or amend- ment of laws in which firemen are interested. A legislative board is not consti- tuted in any state unless two-thirds of the lodges select legislative representatives. The legislative representatives may assess members within their jurisdiction to defray the expenses for legislative purposes.

Membership in the brotherhood is restricted to those who have served at least 9 months as locomotive firemen, and who are in act of service at the time of appli- cation. An applicant must, furthermore, be white born, of good moral charac- ter, sober and industrious, sound in body and limb, and not less than 18 years of age. Locomotive engine hostlers who have served 1½ years are also eligible

[1] See historical sketch of the brotherhood, published in souvenir book of the fourteenth annual convention in Atlanta in 1888.

[2] See Locomotive Firemen's Magazine, August, 1900.

to membership. All applicants must pass a medical examination in order to participate in the benefit features of the organization, and no applicant over 45 years of age is admitted to the beneficiary department, nor those who fail to pass the medical test. Three or more "black balls" in the local lodge to which a person applies for membership are sufficient to reject an applicant.

Fees for membership are, first, application fee of $2; second, initiation fee, fixed by the local lodge, of not less than $3; third, grand dues, $2 per annum; fourth, beneficiary dues, to be determined by the lodge and to vary with the amount of beneficiary certificate, but in no case to be less than $4.50 for a beneficiary certificate of $1,500; $3.50 for $1,000, and $2 for $500. The application fee is applied to the payment of the grand dues, the initiation fee goes into the general fund of the local lodge, and the grand dues go to the secretary and treasurer of the grand lodge. Subordinate lodges may levy a special assessment fee agreed to at a regular meeting of the lodge by a two-thirds vote.

One of the chief purposes of the organization is to improve the character and condition of its members. Charges of misconduct may be made in writing and signed by any member of the order in good standing. They are then referred to a committee of three disinterested members, which committee takes testimony and submits its report in writing at the next regular meeting of the lodge. If the report is accepted by a majority of the members present, it is declared to be the judgment of the lodge, and the master must enforce the penalties provided for in the constitution. From such decision any member may, within 30 days, take an appeal to the grand lodge, which, when submitted in writing, is filed by the grand secretary and brought before the next regular meeting of the grand lodge, whose decision is final. The convention of 1898 provided a penalty of expulsion for any one proven guilty of giving away or selling a pass. The constitution also provides that any member using intoxicating liquor to excess, or found guilty of other things of immoral character, may be suspended for the first offense, if of a light character, but if of a serious nature, and for a second offense, shall be expelled. Expulsion is always the penalty for making use of any improper means for obtaining relief benefits. No lodge is allowed to derive revenue from the sale of liquor at picnics or at entertainments upon a penalty of forfeiting its charter.

All funds due the local lodges are received by a collector and turned over by him to a receiver, who gives a receipt for them and makes payments on orders signed by the master and secretary. The funds of local lodges are invested by local boards of trustees, in conjunction with the receiver, in such securities as the lodges may direct. The trustees must examine the books of the receiver monthly, and must make a quarterly report in writing to the lodge. Funds received by the grand secretary and treasurer must be deposited daily in bank, and not withdrawn except upon check signed by the grand master and grand secretary and treasurer, each of whom is bonded by some reputable company—the grand master for $125,000 and the secretary and treasurer for $100,000. All regular receipts of the grand lodge, including insurance assessments, and magazine subscriptions and income from advertisements in the magazine, are paid into one general fund. Special assessments, which the grand lodge has power to levy for the protection of its members and the promotion of its welfare, constitute special funds for the purposes for which they were levied. No funds can be donated or loaned for any purpose except by two-thirds' vote at a meeting of the grand lodge. Large sums are voted to members not entitled to insurance. In 1896 $32,000 was so voted, and at the convention of 1898 $28,000.

The beneficiary department of the grand lodge is compulsory for all members who are eligible to participate in its benefits. In case of death it pays, first, to the widow; second, to the child or children; third, father; fourth, mother, and fifth, brothers and sisters, in this order, unless payment is otherwise directed by the member to be made in some other order to any of the persons in the classes above designated; in case of there being none of the above relatives, the amount may be made payable to whomsoever the member may direct.

If none of the above relatives are living and the member has failed to designate anyone else, payment of his benefit goes to the local lodge of which he was a member. The grand lodge has power to levy assessments for the purpose of providing such benefits. These assessments amount to $2 for a beneficiary certificate of $1,500; $1.50 for $1,000, and 75 cents for $500; such assessments to be levied as often as may be required to meet outstanding claims. In case of total disability the beneficiary certificate is paid in full, the same as in case of death; and total disability is construed to mean to become totally blind, or sustain loss of hand at or above the wrist joint, or a foot at or above the ankle joint; also in cases where a beneficiary member in good standing is totally and permanently incapacitated

om performing manual labor, from consumption, Bright's disease of the kid-ys, or total and permanent paralysis.

Charges against the officers of the grand lodge may be made for the following auses: Drunkenness, incapacity, disobedience to superior officer, abusive or hreatening language to a brother officer, misappropriating or diverting grand dge funds, neglect of duty, or any conduct subversive to the interest of the well-eing of the order. When such charges are made in writing, the chairman of the xecutive board of the grand lodge must call a meeting of the board and summon he accuser and the accused, and witnesses for a trial of the accused. If found uilty, the expense of the trial is borne by the grand lodge funds, but if not guilty, is assessed upon the accuser. Appeal may be taken to the ensuing meeting of he grand lodge.

The grand lodge furnishes all printing and supplies for the subordinate lodges, nd makes this a source of some revenue. The constitution of the grand lodge, nd also of subordinate lodges, may be amended only when the proposed change notes in full the section to be changed, incorporating an alteration or amend-ent, and is filed in the grand lodge not less than 60 days before the meeting of he next biennial convention. The grand secretary and treasurer must have such roposed amendments printed, and copies sent to each subordinate lodge, and also eferred to the committee on constitution and by-laws. If the amendment is pproved by the committee, it shall be reported to the meeting, and if such report s adopted by two-thirds vote, it shall constitute a part of the constitutional law f the grand lodge, to take effect at such time as may be determined by the eeting, otherwise it shall be rejected, and so declared.

The officers of the grand lodge are a grand master, grand secretary and reasurer, editor and manager of the magazine, grand executive board, and oard of grand trustees, all of whom are elected for a term of two years. No nember holding membership in any other labor organization can hold office in he grand lodge. A charter fee of $50 must be paid by each subordinate lodge t the time of its organization, and in return such subordinate lodge receives a ull line of blank books, blank forms, and lodge supplies. Members of local odges, whose claims for disability have been allowed, may become honorary nembers of said lodges and are exempt from payment of dues and assessments.

The protective department of the brotherhood provides that any member who considers that he has been unjustly dealt with by his employer is to report in writing to the lodge having jurisdiction, and if deemed a proper subject for inves-tigation the matter shall be referred to the protective board, provided the lodge may authorize the protective board to adjust grievances pertaining to rights specified by contract or agreement with the company without having first been referred to the lodge, and in such cases a member may submit his grievances to the chairman of the board. The protective board shall carefully and impartially examine all matters referred to it and proceed to adjust the same as soon as prac-ticable thereafter, upon a basis of equity and justice, and every honorable method known to arbitration shall be exhausted in effecting an amicable and satisfactory adjustment of the difficulty.

In their efforts to adjust a grievance the board shall present the same to the lowest subordinate official who has jurisdiction. Should they fail to adjust a grievance with a division of officials, they shall call the chairman of the joint board to act with or for them, and, if they fail, the entire joint board may be convened. The joint board is made up of the chairmen of the local boards of each lodge upon a single railroad system. The protective board has power to make and enter into written contracts with officials of the company upon whose lines they are employed, making such rules and agreements as they may deem just and equitable for the government of their wages and the seniority rights of the mem-bers which they represent. They shall also have power to adjust all grievances of a general character arising from violation of said rules and agreements. Agree-ments signed by the railway officials and the joint protective board and approved by the grand master are binding on all members employed on that railway or system of railways. Any member violating any of the provisions of said rules or agreements shall be immediately expelled from the order by his lodge. Failure to do so means that the grand master has power to revoke the charter of the lodge. Members inciting a strike or participating in a strike, except when sanc-tioned by the grand master and joint board, after having failed in all honorable efforts to effect an amicable and satisfactory adjustment, and after having received the consent to strike of at least two-thirds of the parties interested, shall be expelled from the order.

The order has a protective fund for which each member is assessed 75 cents per quarter, so long as this fund remains under $100,000. When it reaches this

amount assessments cease. The protective fund is held by a special officer each local lodge and reports made of the amounts so held to the grand secretary and treasurer, who issues quarterly a circular report to subordinate lodges, showing the total amount of the protective fund. When an emergency arises necessitating the use of this fund, the grand secretary and treasurer instructed by the grand master, who is the leader of any strike, makes a pro rata call upon the lodges and when the protective fund is insufficient additional assessments may be made during the continuance of the strike.[1] Striking employees are paid at the rate of $25 per month, and no member receives pay for a longer period than 3 months. Authority is vested in the same parties to end a strike as have power to begin it.

The history of the brotherhood, as may be inferred from the above account obtained from its constitution and by-laws, has been marked by various experiences of considerable educational value. Before the institution of the brotherhood the International Firemen's Union succeeded in arousing considerable hostility on the part of railway officials. In 1878 the brotherhood seemed to be in a hopeless condition. Opposition had been increased by the strike of 1877, only 51 lodges reporting at the convention of 1878, and the treasury was depleted. At this time many of the lodges of the International Firemen's Union accepted the invitation of the brotherhood to organize as subordinate lodges of that body, and the membership was increased in numbers without being much strengthened in quality. The virtual leader up to 1880 was W. N. Sayer, grand secretary and treasurer, who was removed from office by the grand master because of his excesses in the use of intoxicating liquor. Eugene V. Debs was appointed to fill the position and was duly elected at the subsequent convention in 1880. Mr. Debs occupied this position until 1892. At the time of his election he opposed any resort to strikes, and upon his suggestion a general policy to ignore strikes was adopted. The opposition of railway officials was thereby considerably removed and the membership increased in numbers. In 1885 the Firemen's Brotherhood again adopted an aggressive policy and the membership increased but slightly during the next 5 years. Mr. Debs resigned the position of secretary and treasurer in 1892, but edited the Locomotive Firemen's Magazine until 1894. In 1894 the brotherhood suffered greatly from the great railway strike. It has no official connection with the American Railway Union, but many of its members were drawn into the strike, and the organization fell off in membership and did not regain its position of 1894 again until the year 1898. The following table shows the membership reported by the brotherhood for each year since 1881:

Year.	Members.	Year.	Members.	Year.	Members.
1881	3,160	1888	18,278	1895	[illegible]
1882	5,125	1889	17,087	1896	[illegible]
1883	7,888	1890	18,657	1897	[illegible]
1884	12,246	1891	22,460	1898	[illegible]
1885	14,694	1892	25,967	1899	[illegible]
1886	16,196	1893	28,681	1900	[illegible]
1887	17,047	1894	26,508		

During these same years the following amounts were paid as insurance benefits to deceased and disabled members:

Year.	Amount.	Year.	Amount.	Year.	Amount.
1881	$12,104	1888	$217,500	1895	$[illegible]
1882	23,937	1889	290,150	1896	[illegible]
1883	55,000	1890	247,500	1897	[illegible]
1884	77,035	1891	359,000	1898	[illegible]
1885	149,960	1892	399,250	1899	[illegible]
1886	227,900	1893	476,750	1900	[illegible]
1887	225,166	1894	435,467		

A report presented at the last convention, held in Des Moines, Iowa, September 10, 1900, showed that since the beginning of the beneficiary department of the order a grand total of $5,474,911.67 has been paid in benefits.

[1] All of section 218 (of the constitution) relating to the protective fund was suspended by the second biennial convention, and will remain inoperative unless exigency arises necessitating its revival, to which due notice will be given by the grand lodge.

e average cost per year for each member of the brotherhood for general and iciary funds, including publishing of the magazine, has been calculated on asis of a $1,500 insurance policy. These sums vary from $18.50 in the year to as high as $20 in the 2 years 1892 and 1894, and to as low as $16 in 1896. e 1897 they have averaged, each year, $18. The amounts disbursed from the ctive fund in each fiscal year since the fund was created are reported in the nen's Magazine for August, 1900, as follows:

Year.	Amount.	Year.	Amount.	Year.	Amount.
.....	$220,036.10	1892.....	$458.15	1896.....	$176.59
.....	246,363.65	1893.....	12,746.20	1897.....	854.40
.....	428.75	1894.....	107,557.89	1898.....	1,235.84
.....	436.05	1895.....	10,901.42	1899.....	1,221.30

hen the beneficiary department was first organized membership in it was ricted to members in the brotherhood, but was not compulsory. The associa- issued certificates of membership, agreeing to pay the heirs of deceased nbers 50 cents for each member of the association, and providing for sick and eral benefits, fixing the lowest limit of the former at 50 cents a week and the unt of the latter at $25. In 1877 the separate association was abolished and urance was made compulsory on all members of the brotherhood. A fixed per ita assessment was retained, and the plan of paying an amount based upon a d per capita assessment was followed until 1881, when the insurance was fixed $1,000. In 1884 the amount of insurance was increased to $1,500. The assess- nts, however, were burdensome, and transfers of large amounts from other nds had to be made to the beneficiary fund in order to lighten the burden of essments, although conventions repeatedly refused to reduce the amount of urance paid. In 1894 three grades of insurance were established and the dues ed as quoted above, and in 1896 the distinction between the beneficiary fund d the general fund of the organization was abolished. There has been some scussion of extending the insurance features to cover accident, sickness, and t-of-work benefits, but thus far the members of the brotherhood restrict the nevolent activity of the organization to cases of death and total disability.[1]

The brotherhood has an employment bureau, through which all the officers of e grand lodge and the subordinate lodges alike cooperate in trying to find nployment for members out of work.

tatistics of the beneficiary department of the Brotherhood of Locomotive Firemen, 1892 to 1900.

Fiscal year ending July 31—	Membership of Brotherhood at close of year.	Lodges at close of year.	Membership of beneficiary department at close of year.	Amount assessed each member holding a certificate for— $500.	$1,000.	$1,500.	Number of benefits paid for each class. $500.	$1,000.	$1,500.	Total claims paid.	Total insurance outstanding.
1892...	26,256	488	25,967	.....	.....	$16.00	.....	.....	267	$399,250.00	$38,950,500
1893...	28,681	506	28,550	.....	.....	16.00	.....	.....	318	476,750.00	43,825,000
1894...	26,508	517	26,377	.....	.....	14.00	.....	.....	289	435,467.50	39,565,500
1895a.	21,408	484	21,282	$5.25	$10.50	14.00	12	1	211	333,816.50	32,107,000
1896a.	22,461	507	22,227	6.00	12.00	16.00	6	9	208	316,084.50	33,102,400
1897a.	24,251	523	24,118	6.00	12.00	16.00	25	8	202	324,726.00	34,424,500
1898...	27,039	545	26,841	6.00	12.00	16.00	15	8	220	338,000.00	37,372,500
1899...	30,748	561	30,500	6.00	12.00	16.00	40	12	265	424,900.00	41,937,500
1900...	36,084	577	35,801	6.00	12.00	16.00	28	11	287	458,672.00	49,312,500

a Fiscal year ending June 30.

IV. Brotherhood of Railroad Trainmen.—The Trainmen's Brotherhood was organized December 23, 1883, to cover the territory of the United States and Canada, and to include men in train and yard service. Its headquarters are at Cleveland, Ohio, and the growth of the organization has been quite steady from the beginning. The number of local lodges, the total membership of the brotherhood, and the number of members expelled for each year since the date of organization are as follows:

[1] See Locomotive Firemen's Magazine, August, 1900.

Membership, Brotherhood of Railroad Trainmen.

Year.	Subordinate lodges.	Total membership.	[illegible]
1884	39	[illegible]	
1885	159	[illegible]	[illegible]
1886	223	[illegible]	[illegible]
1887	227	[illegible]	[illegible]
1888	260	[illegible]	[illegible]
1889	318	[illegible]	[illegible]
1890	365	[illegible]	[illegible]
1891	422	[illegible]	[illegible]
1892	489	[illegible]	[illegible]
1893	532	[illegible]	[illegible]
1894	507	[illegible]	[illegible]
1895	479	[illegible]	[illegible]
1896	514	[illegible]	[illegible]
1897	536	[illegible]	[illegible]
1898	568	[illegible]	[illegible]
1899	582	[illegible]	[illegible]
1900	596	[illegible]	[illegible]

a For 16 months, Sept. 1, 1893–Dec. 31, 1894. *b* For 2 years.

The preamble to the constitution states the object of the brotherhood to be to unite the railroad trainmen; to promote their general welfare and advance their interests, social, moral, and intellectual; to protect their familes by the exercise of a systematic benevolence, very needful is so hazardous a calling. The preamble further states: "Persuaded that it is for the interests both of our members and their employers that a good understanding should at all times exist between the two, it will be the constant endeavor of this organization to establish mutual confidence, and create and maintain harmonious relations."

The grand lodge meets biennially and its enactments and decisions are the supreme law of the brotherhood. Its officers are—a grand master, three vice grand masters, a grand secretary and treasurer, a board of grand trustees, consisting of 3 members and 1 delegate from each subordinate lodge. These officers are not permitted to represent the local lodges in the convention of the grand lodge but they have a voice in said convention though not a vote. They are elected for 2 years, but no such officer is permitted to retain membership in any other protective ratlway labor organization. The grand master, together with the grand secretary and treasurer, is responsible for the disbursement of funds; he is therefore bonded in the sum of $25,000. He supervises the publication of the Journal and decides all controversies referred to him which may arise in the brotherhood; his decision is final unless reversed by a two-thirds vote of the grand lodge at its next meeting. His compensation, as well as that of the three vice grand masters, is fixed by the biennial convention. The grand secretary and treasurer is bonded in the sum of $75,000. He is authorired to issue assessments in sums of not less than 75 cents per mohth for each member who shall carry a beneficiary certificate in Class A, amounting to $400, and not less than $1.50 per month for each member who shall carry a beneficiary certificate in Class B, amounting to $800, and not less than $2 per month for each member who shall carry a beneficiary certificate in Class C, amounting to $1,200, and must preserve the surplus amount on each claim until the next biennial convention, with which amount the claims presented to the convention are adjusted. After all claims allowed by the convention are paid, the balance, if any, is disposed of by the convention for beneficiary purposes.

The mininum total cost of membership in the brotherhood, with all its privileges, protection, Journal, and insurance, may be estimated as follows:

Statement showing monthly membership fees, etc., of the Brotherhood of Railroad Trainmen.

	Class A (insurance, $400).	Class B (insurance, $800).	Class C (insurance, $1,200).
Beneficiary assessment	$0.75	$1.50	$2.00
Monthly dues	.50	.50	.50
Grand dues	.28	.25	.25

The above rates are the prevailing ones. The amount of monthly dues for beneficiary purposes is fixed by the constitution and does not change. The monthly dues for subordinate lodge purposes are usually 50 cents per month, although in a number of lodges the charge is but 25 cents per month. The grand dues are 25 cents per month and are collected 8 months in the year,

at in making yearly estimates for each class this should be taken into
unt. There is a nonbeneficiary membership—those not physically eligible to
surance department. The minimum payment made for monthly dues by
lass is 50 cents; in addition to this they pay grand dues the same as benefi-
members. The admission fee by initiation is fixed by the lodge, but the
itution fixes the minimum thereof at $1. A protective-fund assessment of
r year is provided by the brotherhood laws, payable quarterly, but only in
vent of this fund falling below $100,000. There have been no assessments
he protective fund since August, 1895. In addition to the foregoing charges
may be levied assessments to cover the expenses of members of the griev-
committee for time lost in adjusting complaints, wages, schedules, etc., with
fficers of the company. Such expense is provided for by the levy of a pro
assessment on every member of the brotherhood working on the system, the
unt of which varies in accordance with the time used by the committee in
work, as well as the number of men on the system. Some systems having a
large membership, the pro rata assessment is small; while others having
mparatively small membership, for similar services of their committee would
essarily have to pay a much larger pro rata assessment. Every 2 years an
ssment is levied on each member of the brotherhood to pay mileage and per
n expenses of the delegates attending the biennial conventions. The assess-
nts per member for the last two conventions were $1.20 and $1.60, respectively.
he grand secretary and treasurer, with the approval of the grand master,
ploys such assistants as are necessary, but they must come, if possible, from the
ks of the brotherhood. The board of grand trustees is charged with the duty
seeing that the grand officers discharge their duties faithfully and efficiently.
ase of irregularity they must prefer charges to the grand executive committee.
trustees audit and examine the accounts of the grand lodge officers at the
se of each fiscal year, and they provide for extraordinary expenses arising in
grand lodge; they also recommend to the grand lodge legislation to promote
financial welfare. The grand executive board is the judicial tribunal.

The Railroad Trainmen's Journal is the official organ of the brotherhood. The
nd master appoints an editor and manager, who works subject to his approval,
t whose compensation is fixed, like that of all the officers, the trustees, and
ecutive board, by each biennial convention. The general fund of the grand
lge is repleted from the grand dues, charter fees, journal receipts, and money
om the sale of supplies to subordinate lodges. The grand lodge assesses a tax
25 cents per month for the first and second months of each quarter, to be known
grand dues, and the grand master and grand secretary and treasurer have
wer, in conjunction with the board of trustees, to levy special assessments for
e protection of members and the promotion of the welfare of the brotherhood.
The beneficiary fund is kept separate on the books and is repleted from the
sessments already mentioned upon the beneficiary certificates. The funds of
ie brotherhood having been raised for the protection and relief of its members
ay not be donated for any purpose except by a two-thirds vote of the grand
dge in convention assembled. The constitution makes minute provision for the
ial of grand officers before the grand executive board as a judicial tribunal,
ith appeal to the convention of the brotherhood, where a two-thirds vote is
ecessary to reverse the decision of the grand executive committee.

The charter fee for each new lodge is fixed at $50. The constitution of the
rotherhood may be amended only by a two-thirds vote of the members present at
biennial convention, at which 150 members are necessary to constitute a quorum.

The beneficiary department provides that applicants must be examined by a
hysician and application blanks accompanied by a certificate of the medical
xaminer of the subordinate lodge. All beneficiary certificates are said to be
nterpreted and construed in accordance with the laws of the State of Illinois;
o action at law or in equity may be begun on any certificate except in the courts
olden in that State. Death benefits must be made payable to families, heirs,
lood relations, affianced wife, or to persons dependent upon the member, provided
that a member having no wife or children living may with the consent of the
grand lodge make a charitable institution or a subordinate lodge of the brother-
hood the beneficiary. In case a member makes an unlawful designation in viola-
tion of these provisions, the amount of his certificate reverts to the brotherhood.
Proof of death or total disability must be submitted within 6 months, or other-
wise the brotherhood is not liable. Total disability, meaning the loss of a hand
at or above the wrist joint, or the loss of a foot at or above the ankle joint, or
the loss of the sight of both eyes, entitles to the full amount of the beneficiary
certificate. All other claims for disability not coming within these provisions are
considered to fall within the limits of the systematic benevolence of the brother-
hood, but do not constitute a legal claim. Such claims are referred to a bene-

ficiary board, and if approved by the board the claimant may receive the amount of his beneficiary certificate in part or in full. Members making a claim for total disability must be examined by a reputable physician or surgeon selected by the grand master and at the expense of the brotherhood. Death claims as well as disability claims when disallowed by the grand secretary and treasurer are referred to the beneficiary board, and if rejected by the said board the claimant has the right of appeal to the next succeeding convention of the grand lodge, but not afterwards.

Subordinate lodges must elect local grievance committees of 3 members each for each division or system represented in the lodge by 5 or more members. On any line or system of railroad where 3 or more lodges are located there is a general grievance committee made up of the chairmen of the local grievance committees on that line of road. Where there are 3 or more general grievance committees on any line or system of railroad, the chairmen of the several general committees, under the several general superintendents or general managers, constitute a general board of adjustment. A member of any grievance committee failing or refusing to attend a meeting, after proper notification, is, unless excused for good and sufficient cause, expelled from the brotherhood. A member having a grievance must make a statement of it in writing and secure the signature thereto of a majority of the members of the lodge employed on that division. The lodge then determines by a majority vote of the members present, employees of the division, whether to sustain or reject the grievance; if sustained, the local grievance committee takes the matter up with the local officers of the railroad. If the result is not satisfactory it is then referred to the general grievance committee. In cases where the provisions of an agreement or schedule are violated by the employer, thus affecting the general terms of the schedule, it is not necessary to secure the signatures to a grievance of a majority of the members of the lodge employed on the division before it is submitted to the lodge. No grievance is considered by any subordinate lodge unless the brother has attended a regular meeting at least once a month for 6 months previous to presenting the grievance, unless prevented by unavoidable cause of which ample proof has been presented to the lodge and excuse granted. When a grievance goes from the local grievance committee to the general grievance committee a duplicate copy of the grievance is sent to the grand master. The general committee takes it up either with the grand master on systems where there is no board of adjustment, or with the assistance of the chairman and secretary of the board of adjustment where there is one.

When the general committee fails to effect a settlement, the grand master is called in and must respond at once, except when in attendance at the session of the grand lodge, and he must meet with the general grievance committee or board of adjustment, or deputize an officer of the grand lodge to act for him. If the grand master, or general grievance committee, or board of adjustment fail to secure a satisfactory settlement they have power to order a strike, provided such action is agreed upon by two-thirds of the members involved. The expenses of the general grievance committee are paid from a fund raised by an equal assessment on the members of the brotherhood working on the system involved. Each general grievance committee establishes its rate of pay, not to exceed $5 per day, and an additional allowance for expenses. The protective fund is raised from contributions of $1 per year by each member of the brotherhood, except nonbeneficiary members; when the fund reaches $100,000 assessments cease. In emergency cases when the protective fund proves insufficient additional assessments may be levied by the grand master, grand secretary and treasurer in conjunction with the board of grand trustees, provided such assessments shall not exceed $2 per member in any one month. Striking members are paid at the rate of $35 per month.

Each lodge must be represented by 1 delegate at the biennial convention of the grand lodge; the delegates are allowed mileage and compensation for their services at the rate of $5 per day and 60 cents per hour for night sessions, which amounts are paid out of the convention fund. No convention can change the rate of pay or mileage of delegates, but may make a proposal for such change to the subordinate lodges, which becomes effective upon the approval of two-thirds of all subordinate lodges. Strict rules are provided whereby a member receives pay only when in actual attendance upon the convention.

The brotherhood makes provision for legislative boards which serve in any State during a session of the legislature for which they were selected. Their duty is to use their influence by cooperation with the representatives of other labor or industrial organizations or otherwise to secure the enactment of such laws as may best promote the interests of their constituents. Such legislative representatives are chosen 15 days previous to the convening of any legislature in any State by the lodges in that State, and they are authorized to levy assessments to defray necessary expenses.

The provisions for membership in the local lodges and for penalties of nonpayments of dues, and also for sick and funeral benefits, as well as for transfer and traveling cards, are quite similar to the rules in the other brotherhoods. Members are prohibited from dealing in or being in any way connected with the sale of intoxicating liquors, and members making use of improper means to obtain relief or benefits or convicted of drunkenness may be expelled. In case of drunkenness the penalty for the first offense is a reprimand or suspension for 30 days, or both; for the second offense suspension for not less than 30 days nor more than 2 months, and for the third offense, expulsion. Any member of the brotherhood having received transportation over any railroad and found guilty of selling the same must be expelled.

The financial status of the Trainmen's Brotherhood is remarkably good at the present time. A statement dated August 1, 1900, shows that the total assets amounted to over $369,000, distributed as follows:

Beneficiary fund	$201,109.93
General grievance committee fund	2,821.26
Protective fund	100,899.86
General fund	59,204.39
Convention fund	5,817.20
The outstanding liabilities at the same date were	125,600.00
The receipts for the beneficiary fund during the calendar year 1899 amounted to	724,326.06
And the disbursements	671,292.60

The funds of the order are placed in banks and certificates of deposit taken for the same, with the exception of the amount of $50, which is kept on open account. The total amount paid on account of death claims since the organization of the brotherhood in 1883 to July 1, 1900, amounted to $5,760,067.63. The brotherhood has had no important strikes recently. It seeks to procure a 10-hour day for its members. The attitude of employers, it is claimed, is generally friendly and it has secured in many cases written agreements as to wages and hours. It favors arbitration and conciliation, but has had very little experience with arbitrated cases. In the strike on the Lehigh Valley Railroad in November, 1893, the State boards of arbitration of the States of New Jersey and New York were appealed to and succeeded in effecting a settlement of the strike.

Statistical summary of beneficiary department, Brotherhood of Railroad Trainmen.

Fiscal year.	Membership of brotherhood, close of year.	Sublodges at close of year.	Membership of beneficiary department at close of year.	Amount of assessment of each member holding a certificate for— $300.	$400.	$500.	$600.	$800.	$1,000.	$1,200.	Cost per $1,000 of insurance carried.	Number claims paid.	Total paid on insurance claims.
1884	901	39	876	a$2									
1885	4,766	159	4,703			$8					$16.00	27	$6,596.82
1886	7,993	223	7,914				$13				21.66	83	44,976.63
1887	8,622	227	8,476					$13			16.25	127	99,100.00
1888	11,413	260	11,209						$16		16.00	165	123,106.25
1889	13,562	318	13,322						21		21.00	221	253,318.00
1890	14,057	365	13,837						22		22.00	271	274,027.25
1891	20,409	422	20,198						21		21.00	346	368,637.05
1892	24,431	489	24,131						21		21.00	391	441,221.00
1893	28,540	532	28,219						23		23.00	547	573,203.00
1894	22,359	507	22,070							$19	15.83	532	590,310.20
c1895–1896 b	22,326	514	21,846		$9			18		24	(A) 22.50 (B) 22.50 (C) 20.00	751	893,407.89
d1897–1898 b	31,185	568	28,198		9			18		24	(A) 22.50 (B) 22.50 (C) 20.00	928	1,042,014.44
d1899–1900 b	43,500	602	40,500		9			18		24	(A) 22.50 (B) 22.50 (C) 20.00	1,317	1,419,828.42
Total													6,129,746.95

a Two assessments only of $1 each for year 1884.
b From August 16, 1895, to December 31, 1896, sixteen months.
c From August 1, 1895, three classes of insurance: Class A, $400; B, $800; C, $1,200. Eighty-five per cent of membership beneficiary department in Class C; 10 per cent in Class A; 5 per cent in Class B.
d Biennial periods.

Comparative statement of business by years, Brotherhood of Railroad Trainmen.

Fiscal year.	Membership at close of fiscal year.	Expulsions.	Withdrawals.	Deaths assessed for.	Disabilities assessed for.	Lodges organized.	Lodges disbanded.	Disbursements. Beneficiary fund. Amount paid in death and disability claims.	Disbursements. General fund. Cost of management, not including salaries and traveling expenses of grand lodge officers.	Disbursements. General fund. Salaries and traveling expenses of grand lodge officers.
1883–84 *a*	901					37				
1884–85	4,766	289	18	25	2	118		$6,596.82	$2,131.80	[illegible]
1885–86	7,993	768	123	62	21	82	7	44,976.63	9,647.32	
1886–87	8,622	1,395	178	83	44	37	26	99,100.00	7,425.95	
1887–88	11,483	1,150	172	111	54	39	13	123,106.25	10,400.42	
1888–89	13,562	1,650	346	157	64	65	12	253,318.00	13,949.52	
1889–90	14,057	2,205	403	173	98	63	14	274,027.25	15,962.40	
1890–91	20,409	2,220	649	220	126	70	17	368,637.05	17,522.35	
1891–92	24,131	2,446	1,017	274	117	85	18	441,221.00	25,364.68	
1892–93	28,540	2,556	1,110	346	201	54	27	573,203.00	23,610.40	
1893–94 *b*	22,359	10,802	2,110	359	173	29	54	590,310.20	29,579.82	
1895–96 *c*	22,216	6,081	1,761	497	253	42	34	893,407.98	54,548.44	
1897–98	31,185	4,536	1,222	603	328	80	26	1,042,014.44	56,050.08	
1899–1900	43,500	7,862	1,620	903	414	52	19	1,419,828.42	68,218.84	
Total		43,959	10,729	3,813	1,895	853	267	6,129,747.04	343,431.82	

Fiscal year.	Disbursements. General fund. Journal.	Brotherhood Steam Print.	Miscellaneous. Bond of financiers and third biennial convention.	Miners' fund.	Lehigh Valley strike.	Protective fund.	Convention fund.	General grievance committee assessments.	Total disbursements
1883–84 *a*									
1884–85									$12,[illegible]
1885–86									57,[illegible]
1886–87									113,[illegible]
1887–88	$3,301.39								145,[illegible]
1888–89	5,749.93								282,[illegible]
1889–90	10,309.41								312,[illegible]
1890–91	23,828.16								424,[illegible]
1891–92	13,143.82	$10,716.31				$1,576.89	$25,118.31	$19,965.38	554,141
1892–93	22,924.44	22,519.88						40,599.73	700,[illegible]
1893–94 *b*	31,760.41	32,879.58			$76,337.58	6,212.50	48,526.73	37,565.30	890,[illegible]
1895–96 *c*	38,999.60	24,544.34					46,179.36	13,657.54	1,109,[illegible]
1897–98	54,096.65		$2,635.44	$813.99		78.50	36,724.77	31,428.04	1,255,[illegible]
1899–1900	59,497.94		9,306.95				50,525.05	91,253.71	1,736,[illegible]
Total	263,611.75	90,660.11	11,942.39	813.99	76,337.58	7,862.89	207,074.22	234,469.72	7,597,849.33

a No record of 1883 and 1884.
b For sixteen months, September 1, 1893, to December 31, 1894, inclusive.
c Biennial periods, 1895–1896 and 1897–1898.

V. The Order of Railroad Telegraphers.—The National organization of the Railroad Telegraphers was effected June 9, 1886. Its headquarters are at St. Louis, Mo., and the territory it covers includes United States, Canada, and Mexico. Its chief purpose, as outlined in the preamble of its constitution, is "to unite railroad telegraphers for the protection of their interests, to elevate their social, moral, and intellectual condition, to promote the general welfare of its member-

ship, and to establish a mortuary fund for the benefit of those depending upon its members." The grand division meets biennially. Each local division is entitled to one representative for the first fifty members, one for the second fifty or fraction thereof, and one for each hundred after the first hundred. The officers of the grand division, including the president, first vice-president, secretary and treasurer, the five members of the board of directors, and the senior and junior past president, together with the delegates elected from the local divisions, as provided for above, constitute the grand division, which has general authority over the brotherhood. The grand division legislates for the entire order, and may amend its constitution only by a two-thirds vote. The president is the official head of the order, and appoints 8 standing committees composed of 7 members each: (1) On credentials, (2) constitution, (3) statutes, (4) local divisions, (5) system divisions, (6) grand officers' reports, (7) finance and salaries, and (8) grievances and appeals. He also appoints the following special committees composed of 3 members each: (1) On printing, (2) state and national legislation, (3) labor and labor statistics, (4) resolutions, petitions, and greetings, (5) rules, special and general, (6) official organ, (7) ritual and secret work, (8) minutes, and (9) press. He must give a bond for $10,000. He has power to grant charters, to organize new divisions, and to suspend from his official function any officer of any division, subject to the right of appeal by said officer to the grand division. He is elected for 2 years, and receives such compensation as may be determined by the biennial convention. The other officers are a deputy president, who may be appointed for a definite time as the immediate representative of the president and subject to his direction; 3 vice-presidents, who are paid such compensation as may be determined upon by the grand division, and are also paid their necessary traveling expenses, and serve for a term of 2 years; a secretary and treasurer, also elected for 2 years, whose compensation is fixed at each session of the grand division. This officer, under the supervision of the president, has editorial charge and business management of the Railroad Telegrapher, the official organ of the order. All moneys are paid out only after the joint approval of the president and the secretary and treasurer. A marshal, inside sentinel, and outside sentinel are officers appointed at the opening of each session of the grand division, who serve only during that session. The board of directors consists of 5 members elected to serve 4 years and chosen alternately, 3 and 2, at each convention of the order. This board constitutes a board of appeal, and has appellate jurisdiction during the recess of the grand division, and decides all questions of law and equity when appeal is taken from the decision of the president. The decision of the board stands until rescinded by the grand division. This board also tries any officer charged with misconduct, and has power to call a special session of the grand division. It may suspend any or all of the grand officers, and may fill vacancies, except the office of president, until the next session of the grand division. Charges against any officer must be made in writing to the chairman of the board, and the accused must have a copy of the charges and 30 days' notice of the time and place of trial. The accused may be present or represented by counsel, provided the counsel is a member of the order in good standing. The penalties for guilt are reprimand, suspension from office, and expulsion from the order, but no fines.

The revenues of the grand division are derived from, first, charter fees of $10 received from each new division; second, for every person initiated in a new division 75 cents is paid to the grand division; third, each division pays semiannually for every member 50 cents per capita tax, which amount must accompany the weekly report of increase in membership to the secretary and treasurer as the members pay their dues. Supplies are furnished each new division by the grand division at a cost of $10 in addition to the charter fee. A division being organized must pay the organizing officer a fee of $3 per day and mileage, but no organizer may charge for more than 3 days in organizing one division. The initiation fee of a member is fixed at $3.50 and the dues shall not be less than $4 per year.

The Railroad Telegrapher, published monthly, is sent free to all members in good standing, but each division is charged annually $1 per capita for this account. The magazine contains editorial and literary material of a readable and instructive character intended to promote the general welfare of the order; a section is reserved for notices of assessments, reports, and other documents emanating from the grand division; but all material in the magazine must be nonpartisan and nonsectarian and it shall contain nothing of a religious or partisan character. Any deficits on account of the magazine are made up from the general fund and any profits turned into this fund.

Membership in the order is limited to any white person of good moral character who is 18 years of age or over, who is actually employed as a telegrapher, lineman, leverman, or electro-pneumatic interlocker on a railroad, and who has had at least 1 year's experience as such. Any white person of good moral character

who has had at some time 3 years' experience as a telegrapher, is also eligible to membership. The use of alcoholic liquors as a beverage is sufficient cause for rejecting any application for membership. Applications are referred to a committee, and when duly reported are balloted on. Two blackballs reject. Any member of the order who shall violate his obligations, or shall knowingly violate the established principles, rules, and customs of the order, or shall disregard the requirements of the constitution and statutes of the order or the by-laws of his division, or shall commence any proceedings either in law or in equity in any matters pertaining to the order in any court without first exhausting the remedies provided by the laws of the order, or be guilty of any other conduct unbecoming a member of the order, is amenable to the division of which he is a member and must be tried and punished. Elaborate rules for such trials are laid down in the statutes. Women are eligible to membership in the order the same as men and are entitled to all rights and privileges. All the members of the order employed on any one line of railroad may be organized and chartered in a system division under the jurisdiction of the grand division, the officers of which shall be a local board of adjustment, consisting of members of each division or district of the railroad on which the division is located, and a general committee, to consist of a general chairman and the chairmen of the local boards of adjustment on said line of railroad. A system division is established only when a majority of the members on any one line of railway desire it.

The protective department of the order must be participated in by each member; each subordinate division elects a local board of adjustment and the chairmen of all the local boards on a system of railroad constitute a general committee. It is unlawful for members of the order to present any proposed contract, set of rules, or schedule to their employers unless a majority of the telegraphers on that line of road are members of the order in good standing. Members having grievances report them in writing to a division meeting or to the chairman of the local board of adjustment, which is required to proceed to adjust the same upon a basis of equity and justice and to effect an amicable and satisfactory settlement, provided however that the general committee shall not present a schedule to the railway officials or attempt to secure its adoption until it has first been approved by the president; if the local board fails, the matter is referred to the general chairman of the system upon which the grievance exists, who, if necessary, convenes the general committee and tries to adjust the grievance; if unsuccessful the matter is forwarded to the president. The president and general committee have authority to order a strike after having exhausted amicable means of settlement, provided the strike is agreed to by two-thirds of the general committee interested. The president becomes the leader of the strike, and the same power that orders the strike may discontinue it. Members engaging in any strike not authorized by the order shall be expelled. Each member of the order is assessed $1.50 semiannually, in addition to his regular semiannual dues and subject to the same conditions for nonpayment, for the protective fund; when the fund reaches $50,000, the assessments cease.

The mutual-benefit department of the Order of Railroad Telegraphers was not established until January 1, 1898. It is under the control and government of the grand division. It issues certificates in 3 series—series A, limited to $300; B, to $500, and series C, to $1,000. Any member of the order in good standing and satisfactory physical condition is compelled to be a member of the benefit department. Members over 18 and under 45 are eligible to hold 1 certificate and no more in either of the 3 series, A, B, or C. Members over 45 and not over 50 are eligible to series A or B only; members over 50 and not over 60 are eligible to series A only; members over 60 are not eligible to membership in the mutual-benefit department. Forfeiture of membership in the mutual-benefit department on the part of anyone coming under the provisions of its regulations carries with it suspension from the order without further notice until reinstated in the mutual-benefit department. Members of the order whose dues and assessments are not fully paid within 60 days from the beginning of the semiannual dues periods forfeit their membership in the mutual-benefit department without further notice. The board of directors of the order constitutes the insurance committee, and the officers of the order are ex officio the members of the mutual-benefit department. The dues in the mutual-benefit department are payable bimonthly; they amount, therefore, to 6 payments of 35 cents each for a certificate in series A, of 50 cents each for certificate in series B, and for $1 each in series C. There is furthermore an initiation fee or admission fee of $1 for either of the series. Whenever the assessments thus provided prove insufficient to pay the approved claims of the department the secretary may, with and by the advice and consent of the insurance committee, levy extra assessments in such sums as may be directed. Claims must be filed and

proof of death submitted within 1 year from the date of death, otherwise the department is relieved of any liability; total disability entitles the member to make application to the insurance committee, which may order his assessments in the benefit department paid from the expense fund of the department and charged to the member's certificate. Death benefits are payable only to the family, heirs, blood relations, affianced wife of, or to persons dependent upon, the member; a member having no wife or children living may, with the consent of the grand division, make a charitable institution the beneficiary. In default of the above provisions the expenses of the last sickness and funeral of the deceased are paid and the balance of his certificate reverts to the expense fund. In 1899 death claims were paid to the amount of $17,500. Insurance costs about $7 per year for $1,000.

The order is not very strong, and in the year 1900 had 77 subdivisions with from 15,000–20,000 members. The minimum cost of membership is $10.50 the first year and $7 per year thereafter. It is estimated by the officers of the order that very few telegraphers are members of other labor organizations, but that about 30,000 are nonunion workers. Since January 1, 1899, the telegraphers have had one important strike on the Southern Railway, in which their chief demands were for increased wages, a 12-hour day, and pay for overtime. The result of this strike was a considerable loss to both parties in the struggle. At the date of this writing a strike is in progress on the Santa Fe system (1900).

It is claimed by the order that the attitude of employers to it is usually friendly and that it attempts to secure written agreements with employers fixing wages, hours, and conditions of labor, and that in this it is quite generally successful. The order favors arbitration and conciliation, and in one case, in connection with the Grand Trunk Railway of Canada, a question of wages was submitted to three arbitrators, who gave the telegraphers an annual increase amounting to about $70,000.

VI. Brotherhood of Railway Trackmen of America.—This brotherhood was organized in 1891 as an educational and fraternal society to which only road masters and foremen of gangs were eligible to membership. Since December, 1898, the scope has been enlarged to include all maintenance-of-way employees. Its headquarters are at St. Louis, Mo., and it covers the territory of the United States and Canada. Its objects, as stated in the preamble to its constitution, are to exalt the character and increase the ability of trackmen to perform their duties; to insure greater safety in the maintenance-of-way department by an interchange of ideas; to relieve sick or distressed members; to bury deceased members and to provide for their widows and orphans; to allow no person to remain a member of the order who does not live a sober and moral life; to use all honorable means to secure the passage of laws beneficial to the craft and to improve the trackman's condition. The officers of the grand division of the order are a grand chief, three vice grand chiefs, and a grand executive committee of five members. The grand chief receives a salary of $1,500 per year; he decides all controversies appealed from subdivisions, and his decision is final, subject only to revision by a majority vote of the delegates at the following convention. He has power to appoint an organizer for each State and Territory in which the services of an organizer is needed and to dispense with the services and discontinue the salaries of the vice chiefs and organizers. He is also the financial officer of the order and the custodian of all its important papers. He pays all just and lawful bills and keeps an accurate record of all monies received and forwarded to each division secretary and treasurer. He is required to give a bond of $5,000, and must deposit the money of the order in a bank account in the name of the order as often as he has a balance of $100 on hand. He must employ his assistants from the ranks of the brotherhood. The first vice grand chief is the chairman of the grand executive committee; he gives a bond for $500, and when employed by the brotherhood receives a compensation of $100 per month and traveling expenses. The second vice grand chief also is bonded to the amount of $500, and performs the duties of the first grand chief in case of his disability, and otherwise acts under the direction of the grand chief; when employed by the brotherhood he receives $60 per month and traveling expenses. The status and the compensation of the third vice grand chief are the same as those of the second. The premiums on the bonds of all grand officers are paid from the general expense fund. Organizers appointed by the grand chief are paid for actual services $50 per month.* The grand executive committee has power to summon a special meeting of the grand division; it audits the books of the grand chief, tries all charges against grand officers, and has power to suspend or remove any or all of them from office until the next regular session of the grand division. The consent of the executive committee is necessary to any appointment made by the grand chief to fill vacancies

in the grand division. All claims for death and disability or any claims against the brotherhood must be submitted to the executive committee for approval before payment is made. Compensation of members of the executive committee is determined by the order at each convention.

Membership in the order is open to any roadmaster, foreman, or apprentice who can read and write, is sober, moral, and otherwise of good character, and who has served in the maintenance-of-way department for 1 year or more, and who is considered competent to run a gang. Applicants between the ages of 18 and 55 who are in good physical condition may be admitted to the insurance department. The grand chief is authorized to refer any applicant for insurance to a resident physician if deemed necessary in deciding whether an applicant is eligible. Five members may petition a grand division for a local charter.

The Trackmen's Advance Advocate is the official organ of the brotherhood, and is sent free each month to all members; and the subscription to nonmembers is $1 per year.

The revenues of the order are derived from, first, the grand dues from each foreman or roadmaster, $3 per year; second, grand dues for each apprentice, $2 per year; third, certificates to subordinate divisions for foremen $2 each, subordinate divisions for apprentices $1 each; fourth, certificates to foremen joining grand division $3, and apprentices $2; fifth, traveling cards $1 each, withdrawal cards $1 each, transfer cards from one subdivision to another 20 cents each, transfer cards from grand division to subdivision and from the subdivision to the grand division 25 cents each; sixth, subdivision seal, $2, and subdivision record book, $1 each. Each member of the brotherhood pays quarterly in advance 50 cents dues for the maintenance of the protective department, and on beneficiary certificates of $1,000 there is a monthly assessment of $1, and on beneficiary certificates of $500 a monthly assessment of 50 cents. When the sums realized from these insurance assessments are insufficient to pay claims the grand executive committee has power to levy additional assessments, notice of which is printed in the Trackmen's Advocate, and said notice is considered a legal notification.

Subdivisions are organized in which three members in good standing constitute a quorum qualified to transact legal business. The officers of subdivisions are a division chief, a vice division chief, a secretary and treasurer, a warden, a sentinel, and a journal agent elected to serve one year; there is also provision for an executive committee of three members. The fee for admission to membership in any division is $3 for roadmasters or foremen and $2 for apprentices, and an advance assessment of $1 on certificates of $1,000 and 50 cents on certificates of $500, payable at the time application is made. Grand division dues are $3 a year for foremen and $2 for apprentices, payable half yearly in advance. All members are required to participate in the protective department of the brotherhood, the dues for which are 50 cents per quarter.

In the beneficiary department total disability, which is defined as the loss of both legs, or both arms, or both eyes, or one leg and one arm, entitles a member to the full value of his insurance certificate. The loss of one leg or one arm entitles to half the face value of the member's certificate. There is also a provision in the constitution that the order is not responsible for injury or loss of life to members engaged in riot, unlawful assembly, or in military or naval service, or while in the act of violating any of the laws of the country. In case the beneficiaries of deceased members can not be found, or fail to make their claim in five years after the death of a member, the value of the policy reverts to the general-expense fund of the order.

No subordinate division is allowed to pay any sick benefits to members disabled through intemperance or immoral conduct. A subordinate division may advance the funeral expenses of a brother not to exceed one hundred dollars ($100), which will be retained from his policy by the grand chief and paid to his division.

Members are charged with the duty of reporting to the division chief or grand chief whenever they have knowledge that any member of the brotherhood has conducted himself in an unbecoming manner calculated to bring disgrace upon the brotherhood, or is guilty of drunkenness or of keeping a saloon where intoxicating liquors are sold, or should he be guilty of neglecting his duty, or maliciously injuring the property of his employers, or wilfully endangering the lives of persons traveling over the road.

The constitution of the order may be altered and legislation on any topic adopted at any regular biannual convention of the order by a majority vote.

Each division elects annually three members as a protective board, and when a member has any grievance against his employer he reports it in writing to a meeting of the subdivision, where a majority vote determines whether it shall be

eferred to the local protective board. When so referred the chairman convenes he local board, which must do all in its power to have the greivance properly djusted with the railway company's local officials. If unsuccessful the grievance s then carried to the joint protective board made up of the chairman of each local oard on the system on which the aggrieved member is employed. A joint pro- ective board has power to make rules and agreements with the officials of any ailroad binding upon all the members employed upon said railroad system. In ases where the joint protective board is unable to adjust grievances it submits he matter in writing to the grand chief, who is required by the constitution to enew all honorable methods to effect a peaceable and satisfactory settlement, ailing in which the grand chief and joint protective board shall have authority o sanction a strike, provided such action is agreed upon by at least two-thirds of he parties interested.

In the event of a strike the grand chief is the leader. Any members engaging in a strike brought about otherwise than through the machinery just described must be expelled by their local divisions, which, in event of their failure to do so, may have their charters revoked by the grand chief. During a strike the joint protective board has power to levy assessments when the protective fund becomes inadequate. The same authority which is empowered to call a sirike may discontinue the same. Members engaged in a strike properly authorized are paid $20 a month to continue to the close of the strike, provided that no member shall receive pay for a longer period than 3 months. Members securing employment during the progress of a strike do not receive strike benefits from the protective fund. Striking members, during the continuance of a strike and while out of employment, are exempt from special assessments levied for the benefit of the protective department.

The cash balance in the treasury of the brotherhood on August 1, 1900, with all approved claims paid, was $9,571.24. All the funds of the order seem to be merged into one general fund. There is no sinking fund nor reserve fund. It is estimated that 20 per cent of the deaths upon which benefits have been paid have been due to accident, and disability benefits are paid only in cases of accidental injuries.

The membership of the order on August 1, 1900, was estimated at 3,000, and there were 142 subdivisions. The officers of the brotherhood estimate that there are 275,000 nonunion men employed in the department of service which they cover. The brotherhood is, therefore, not very strong; it is not generally recognized by employers, and it has as yet met with no success in securing written agreements with employers which would fix wages, hours, or conditions of labor for this class of railroad employees.

VII. Brotherhood of Railway Carmen of America.—This brotherhood was organized December 9, 1890, and has its headquarters at Kansas City, Mo. It endeavors to organize all men engaged in building, inspecting, repairing, oiling, and cleaning railway cars in the United States, Canada, and Mexico. It was formed out of a consolidation of the Brotherhood of Railway Car Repairers, organized at Cedar Rapids, Iowa, October 27, 1888; the Carmen's Mutual Aid Association, organized at Minneapolis, November 23, 1888; Car Inspectors and Repairers and Oilers' Protective Association, organized at Indianapolis in 1890, and the Brotherhood of Railway Carmen of Canada, organized at Toronto in January, 1890. In 1900, it had 90 local unions with an estimated membership of 3,500.

It is estimated by the brotherhood that there are 40,000 nonunion men engaged in these occupations, and that 10,000 of these belong to other labor organizations than the Brotherhood of Railway Carmen. A general convention is held every 2 years, to which delegates are chosen by the local lodges. The officers of the national organization elected at these biennial conventions are a grand chief carman, who is authorized to organize all the lodges of the brotherhood and to visit and instruct them; he also appoints a majority of all committees not otherwise provided for, and he receives a compensation fixed by the biennial convention; 8 vice-chief carmen, the first of whom appoints a minority of all committees not otherwise provided for; a grand secretary and treasurer; a board of trustees, called the executive board, composed of 5 members. The executive board, together with the grand chief carman and grand secretary and treasurer, constitutes a general grievance committee, which takes up questions arising between employers and members after the local grievance committee and grand chief carman have failed to effect a settlement. Members of the executive board receive a compensation of $3 per day while on duty; the treasurer receives a compensation fixed by the biennial convention; he has full charge of the journal published as the organ of the brotherhood.

Each lodge pays to the grand lodge a charter fee of $25, and $1.50 per year, in quarterly payments, dues for each member. Charges against officers of the grand

lodge are made in writing to the grand executive board, which in[illegible]. From its decision an appeal may be taken to the next meeting of the [illegible]. All printing, badges, and supplies are furnished to the local lodges [illegible] lodge, and are provided under the direction of the grand secretary and [illegible] and grand chief carman, who are required to do business so far as p[illegible] with firms employing union labor. The local lodges are required to [illegible] tiation fee of not less than $1 and monthly dues not less than 25 [illegible]. qualifications for membership specify that any male white person, [illegible] years of age, who believes in the existence of a Supreme Being, and is [illegible] hereditary or contracted disease, of good moral character, and steady ha[illegible] who has been actively employed for 1 year, and is so employed at the time [illegible] to join, as car builder, car inspector, car repairer, car oiler or coach cleaner; he is qualified to repair cars, and any planing-mill man when he is [illegible] frame cars, is eligible to membership. Persons over 60, otherwise qualified, may be admitted, but not to the beneficiary department. Applications for membership are referred to a committee of 3 and reported upon before a vote [illegible]. three black balls reject, and the candidate can not be proposed again for [illegible]. A member 3 months in arrears for dues is suspended, and one a year [illegible] may be dropped. Suspended members may be reinstated within 1 year by majority vote of their lodge upon payment of all dues, and members [illegible] been dropped may be reinstated upon payment of $1 upon making [illegible] tion. A member who has no visible means of support, and makes no [illegible] obtain support for himself or family, must be suspended or expelled at the [illegible] tion of the lodge; any member engaging in the sale of intoxicating liquors [illegible] other unlawful business must withdraw from the order. Members who refuse to serve in any office or on any committee to which they are elected are liable to a fine of $1. The constitution of the order may be amended at the biennial convention by a majority vote of all lodges in good standing, 60 days' notice having been given.

The Journal of the Railway Carmen is published monthly and sent free to every member in good standing. It provides space devoted to advertising vacancies for carmen and to other methods of securing employment.

The beneficiary department is separately organized, but with the same officers as the grand lodge. Local lodges must appoint an insurance agent to solicit members and explain insurance plan and to collect all moneys for initiation fees, assessments, and dues, and forward the same to the secretary and treasurer, deducting only the actual cost of express for money orders and postage. Any member in good standing not over 60 years of age, who shall pass a satisfactory physical examination, is eligible to membership in the mutual aid association. The examination is conducted by the insurance agent. At the death or total disability of a member of this association, and within 60 days after proof of death or disability, the association pays to the disabled member, or in case of death to the beneficiary mentioned in certificate, the amount of one full assessment, not to exceed the amount specified in the certificate of membership, which may be $250, $500, or $1,000. The membership fee in the association is 50 cents, the annual dues 60 cents, from which amounts the expenses of the association must be defrayed and balances transferred to the benefit fund. Assessments are made as follows: Upon the death of a member of the association, or upon notice of total disability, every member pays 25 cents on a certificate of $250; 50 cents on $500, and $1 on $1,000. All assessments must be paid within 30 days, upon the expiration of which the secretary sends a second notice, and then if not paid within 10 days the member stands suspended and debarred from all benefits of the association. Total disability is defined as loss of both feet or both arms or both eyes, loss of one arm or one leg, or such other causes as shall be decided upon by a competent board of physicians to be such as would forever debar one from gaining a living by manual labor. Members must make their benefits payable to those dependent upon them—first, wife and children; second, father and mother, brothers or sisters, or others who are dependent upon them. In addition to this, sick benefits are often paid by local lodges; likewise funeral donations and donations to members in need. Provision is made in the constitution of the local lodges for visiting the sick, and members failing to perform this duty when it is assigned to them are liable to fine. Since September, 1899, it is reported that the local lodges of the carmen had paid sick benefits amounting to $212.25; funeral benefits, $112.75, and donations, $85 to $90. It is quite probable that some amounts paid by local lodges were not reported to the grand lodge.

The history of the carmen's brotherhood shows plainly that the organization was extremely weak until within the last year, and that it is now beginning to develop new strength. The reason for this is attributable not only to the hostility of the railroad corporations, but more largely to unwise management in the

ast. The objects of the brotherhood, as stated in the preamble to the constitu-on, are worthy ones, namely, to exalt the character and increase the efficiency f carmen, and to encourage sobriety, education, and fidelity to duty, and to pro-ide for those dependent upon them in case of accident or the uncertainties of mployment. Unfortunately, however, in 1893 the grand secretary and treasurer f the brotherhood resigned his position to become general secretary of the merican Railway Union, and advised the local lodges to join the union in a ody. As a result, the membership decreased, and for several years the future f the brotherhood was extremely uncertain. Under new leadership since 1899 he brotherhood is gaining in strength.

tatistics of Brotherhood of Railway Carmen's Mutual Aid Association, 189? to 1900.

Fiscal year ending June 30—	Membership of brotherhood at close of year.	Lodges at close of year.	Membership of mutual aid association at close of year.	Amount of assessments levied.	Number of benefits paid.	Total benefits paid.
892	5,000	135	70	$1.00	1	$70.00
893	4,200	159	193	8.00	3	460.00
894	2,900	110	141	2.00	2	283.00
895	1,800	60	122	2.00	2	250.00
896	740	12	60	1.00	1	57.00
897	1,300	35	90	1.00	1	90.00
898	1,000	30	50	.....	.....	.....
899	1,500	50	60	.....	.....	.....
900	3,500	90	65	2.00	2	150.00

VIII. The Brotherhood of Railroad Bridgemen.—This is a new organization, and has as yet a small membership. The main features of its constitution are as follows:

Any male person 21 years of age and not over 50 years who is a wage earner, and works in the bridge and building department of any railway, is eligible to membership. The brotherhood covers in general the following occupations: Laborers, pump repairers, well sinkers, cement workers, iron, wood, and stone bridge builders, building carpenters and repairers, pump men, pile-driver men, and crib workers. Applicants for membership are balloted for either by open vote when a two-thirds vote is necessary to elect, or by ball ballot when three black balls reject. The brotherhood meets biennially in convention, known as the supreme lodge. The supreme lodge has final authority in brotherhood matters, and may amend the constitution by a two-thirds vote. The principal officers of the brotherhood are members of the supreme lodge, and each local union or division lodge is represented by 1 delegate for the first 100 members or fraction thereof, and 1 additional delegate for each additional 100 members. The principal officers are, a supreme master foreman, five chief foremen, and a secretary-treasurer. The supreme master foreman may suspend any local union or officer for a violation of the constitution and by-laws of the national union, and may fill any vacancy among the supreme lodge officers with the consent of the executive council. The executive council is composed of all the officers, and it constitutes a national board of arbitration and conciliation. It has full power to legislate for the brotherhood in the intervals between conventions. It is especially directed to watch legislative measures affecting the interests of the brotherhood, and to effect such legislation as the supreme lodge may direct. Members of the executive council not in receipt of a regular salary, including their expenses, from the brotherhood, receive $2.50 per day and hotel expenses when engaged on brotherhood business. The secretary-treasurer receives $3.50 per day and expenses; he is not allowed to hold more than $500 subject to his order, and must deposit funds in excess of this amount in the name of the trustees. The revenues of the brotherhood are derived from a charter fee of $25 for each local union, which receives for this amount a seal and outfit of books, stationery, and a per capita tax of 20 cents per month from all members in good standing, together with fines and assessments, initiation fees, and moneys received from local unions for supplies. The executive council may levy assessments when necessary. A member 3 months in arrears in dues is not in good standing, and forfeits his rights in the benefit department until his dues are paid; if he is 6 months in arrears, he is suspended, and can be readmitted only as a new member. No member losing his position because of intoxication can receive out-of-work benefit, nor can he receive sick or disability benefit when sickness was caused by the use of alcoholic

beverages. A member guilty of drunkenness is liable to a fine of $10 to $30 for the first offense, and expulsion for the second. Members may be expelled or fined for drunkenness, crime, or scabbing, or for buying nonunion made goods when union-labor goods can be obtained or for undermining a fellow-member in prices or wages, or for calumniating a fellow-member, or for revealing the business of the brotherhood.

The constitution of the brotherhood declares that no member of the labor union ought to work for any political party, except a trades or labor party. Members who appear on any other party platform are enemies of the brotherhood and of all organized labor. The brotherhood has in its programme the following demands: Direct legislation, proportional representation, universal suffrage for both sexes, Government and municipal ownership of all public utilities and franchises, compulsory arbitration of the New Zealand type, an eight-hour day, and the issue of all currency and the loaning of money by the General Government only.

The provision for the inauguration of strikes requires a two-thirds vote of the local union concerned. After such a vote is taken by secret ballot, the sanction of the executive council is necessary, and any local engaging in a general strike without such sanction may be expelled. A member who seeks work or takes work where a strike or lockout is pending, is subject to a fine of $25 or expulsion, or both.

To become a member of the beneficiary department, a member of the brotherhood must not be less than 21 or more than 50 years of age, and must be in sound health. Men afflicted with chronic disease or over 50 years of age may become semibeneficial members not entitled to accident and sick benefits, but entitled to a death benefit not exceeding $40. On the death of a beneficial member after one year's membership, a funeral benefit of $75 is paid; after two years, $150; after three years, $200; after 4 years, $250, and after five years, $300. A member permanently disabled by accident is entitled to $100 on one year's membership, and an additional $100 for each additional year up to 5, but no benefit is paid if the disability is due to negligence or to the use of alcoholic drinks. A sick benefit of $7 per week is paid for not more than 15 weeks in any one year, provided sickness is not caused by debauchery, intemperance, or other immoral conduct. Out-of-work benefit of $3 per week is paid for not more than 6 weeks in any one year. A traveling benefit may be obtained in the form of a loan not exceeding $15 at one time, when a member out of employment wishes to leave the jurisdiction of his local lodge. The strike benefit is $7 per week for the first 16 weeks and $5 per week thereafter. A funeral benefit of $25 is paid upon the death of a wife after one year's membership and $50 after two years' membership, provided the wife was in good health when the brother joined the brotherhood. The same benefit is paid to an unmarried member on the death of a widowed mother whom he was supporting. If any local union owes 3 months' dues or taxes to the brotherhood, its members are not entitled to any benefits until all arrearages are paid; and any member 3 months in arrears forfeits all benefits until 3 months after his arrearages are paid.

IX. The Switchmen's Union of North America.—The switchmen's union is the outgrowth of the Switchmen's Mutual Aid Association, which was at one time a large and flourishing organization, but was "dissolved through disintegration and a defalcation on the part of their secretary and treasurer." The reorganization was effected in 1897. The objects of the union are stated in the preamble to the present constitution as follows: "(1) Benevolence. To unite and promote the general welfare and advance the interests—social, moral, and intellectual—of its members; benevolence, very needful in a calling as hazardous as ours, has led to the organization of this union. (2) Hope. Believing that it is for the best interests, both of our members and their employers, that a good understanding should at all times exist between them, it will be the constant endeavor of this union to establish mutual confidence and create and maintain harmonious relations between employer and employee. (3) Protection. By kindly bearing with each other's weakness, aiding with our counsel distressed or erring brothers, and to exercise at all times its influence in the interests of right and justice. The special object of this union is to raise a fund for the legitimate expenses of the union."

The grand lodge is located at Buffalo, N. Y. The officers are a grand master, 5 vice-grandmasters, grand secretary and treasurer, editor of journal, and a board of directors composed of three members and one delegate from each subordinate lodge. The officers are elected at the annual convention, held on the third Monday in May.

Five persons may petition for a charter for a subordinate lodge, the fee for which is $25. The grand lodge conducts a beneficiary department, has power to levy a per capita tax for grand lodge dues, and to levy special assessments. Each lodge

must be represented in the annual convention and delegates are paid $5 per day out of the convention fund levied by assessment by the grand lodge.

The beneficiary department of the grand lodge levies assessments of $1 per month from each member for each certificate of $000. The full amount of certificate is paid on loss of foot, half of foot, hand or thumb, and three fingers, or four fingers of one hand at or above the second joint by complete severance thereof, or upon other disability that permanently prevents a member from performing the duties of a switchman.

Membership in the union is obtained by joining a subordinate lodge. A candidate must be white, of good moral character, have had six months' experience as a switchman, and be actually employed in railroad service at the time of application. No person engaged in the liquor traffic shall be eligible to membership. Pilots, switchtenders, and yardmasters are eligible. The initiation fee shall not be less than $2. The grand dues of each member are $3 per year payable quarterly in advance.

X. Ladies' auxiliaries to the brotherhoods.—These are organizations similar in plan to the brotherhoods themselves, in which the wives and sisters of railway employees work for the betterment of their own intellectual and material condition, and endeavor to assist in the relief work of the brotherhoods, in looking after their members and their families. Five auxiliaries exist at present.

(1) The Grand International Auxiliary to the Brotherhood of Locomotive Engineers, organized in Chicago, October 21, 1887. It has several hundred subdivisions located at important railroad centers, and several thousand members. It instituted a voluntary relief association in March, 1890, statistics of which, as published by Professor Johnson in his article on relief and insurance of railway employees, shows that in 1896 out of 5,395 members, 1,621 were members of the relief association, carrying 2,167 policies, assessments for which averaged for the year $7.25, out of which 33 claims were paid aggregating $14,159.63. The benefit paid on each policy is the sum received from an assessment of 25 cents on each outstanding policy, the total amount not to exceed $500. Each member is allowed to carry two policies.

(2) The Ladies' Auxiliary to the Order of the Railway Conductors, organized in February, 1888, had a membership in July, 1897, of about 2,500, organized in 105 divisions. The membership in June, 1898, was 2,775. The objects of this auxiliary as declared in its constitution are:

First. To unite the interests of the wives of the members of the Order of Railway Conductors for moral and social improvement.

Second. To secure to its members support and assistance in time of sickness or distress.

Third. To provide for organizing subordinate divisions, and for the government, control, or dissolution of the same, all as may be provided in the laws and rules which may be adopted from time to time.

Fourth. To cooperate with the Order of Railway Conductors in further extending their interests and membership.

Fifth. Also to cheerfully sustain the cause of temperance, both in the grand division and subordinate divisions.

(3) The Ladies' Auxiliary to the Brotherhood of Railroad Trainmen, organized at Fort Gratiot, Mich., in January, 1889, had a membership in July, 1897, of about 2,200, organized in 122 divisions.

(4) The Ladies' Society of Brotherhood of Locomotive Firemen was organized at Tucson, Ariz., April, 1887, and formally recognized as an auxiliary in the brotherhood in September, 1890. It has a voluntary benevolent insurance association.

(5) The Ladies' Auxiliary of the Order of Railroad Telegraphers was established in 1897, and has no insurance association. In the ladies' organizations of the engineers and railway conductors only the wives of members or widows whose husbands were members of good standing at the time of death are eligible to membership. The firemen's and trainmen's auxiliaries are broader in their membership requirements and admit "the mother, wife or widow, sister, married or unmarried, or daughter of one of the members." These organizations enlist the interest of the families of railroad men in the work of the brotherhoods, in their journals and publications, and encourage visiting of the sick and considerable mutual help of a charitable character.

Some further data relating to the insurance features of the auxiliary, and also to the home for aged and disabled employees located at Highland Park, on Lake Michigan, 22 miles north of Chicago, may be found in Professor Johnson's article on "Relief and insurance of railway employees."[1]

[1] Labor Bulletin, July, 1898.

§ 11. EDUCATIONAL, RELIGIOUS, AND FRATERNAL ASSOCIATIONS.

From the discussion of the requirements of railway service, as brought out in part 2 of this report, and from the history of the railway orders and fraternities, it is evident that the class spirit prevails among railway employees to as great an extent, if not greater, than is the case in most occupations or professions. The brotherhood organizations are, of course, the most important of all efforts at association on the part of railway employees. They are in a sense both educational and fraternal, and, using the term in its broadest sense, might even be said to be religious, because some of them at least are imbued with a desire to realize a larger life and to emphasize a spirit of mutual helpfulness. In addition to the brotherhoods and railway orders, with their vast network of subordinate lodges and affiliated associations, there exist among railway men, both officials and employees, no inconsiderable number of associations of all kinds. These are not different from the sort of associations that men form, irrespective of occupations, in all communities. There are literary clubs, social clubs, musical clubs, associations which meet together for purely educational purposes, to hear lectures, enjoy entertainments, to debate and discuss problems in which their members have a practical interest. The nature of railroad service, the fact that it is a life in itself, somewhat apart from that of the ordinary man in business or in an occupation that follows the conventional hours of work, the peripatetic aspects of the occupation, and, lastly, the element of risk and danger which has had an influence in binding railroad men to each other wherever they meet, are the causes which have led railroad men to form these organizations made up exclusively of their own members rather than to participate in similar organizations outside the limits of their occupation in the various communities in which they reside. Of course, probably no inconsiderable number, especially of railroad officials and also of employees, connect themselves with the ordinary secret societies and social institutions of their respective communities. But it is worth while to note here the existence, if nothing more, of numerous associations confined to railroad employment of educational, religious, and fraternal character. It may mean much more for the future of railroad employment than the present strength of these organizations would indicate that there are so many agencies still in their infancy that must inevitably develop a spirit of cohesion, loyalty to each other, and helpful aid to development of a most important class in the industrial community.

I. Educational and Fraternal Associations.—Among railway officials perhaps the most important organization is the International Railway Congress, which meets at intervals of about 3 years and brings together and publishes in its proceedings a vast amount of important material relating to the management and control of railways in all countries. Six such congresses have been held—the first met at Brussels in 1885, the second at Milan in 1887, the third in Paris in 1889, the fourth in St. Petersburg in 1892, the fifth at London in 1895, the sixth at Paris in 1900, and the seventh is scheduled to meet at Washington, D. C. (the first meeting held in the United States), in 1903. Mr. M. A. Du Bois, president of the International Commission, prepared a history of the organization and results of international railway congresses, which was published as a part of the proceedings of the London congress in 1895. In this history he summarized the reports of the first four international railway congresses. Among the questions dealt with relating directly to railway employees were (1) Question XI, of the Brussels programme (1885), which related to the Sunday holiday; (2) Question XX, on "Engaging a new staff and employment of women;" Question XXI, on "Methods of interesting the staff in economical working," and Question XXII, on "Provident funds," of the Milan (1887) programme; (3) Question XX, on "Bonuses to the staff," and Question XXI, on "Provident funds," of the Paris (1889) programme; (4) Question XXXI, on "Pensions and sick and accident funds," of the St. Petersburg (1892) programme. Similar questions have been reported upon at great length at the subsequent congresses. Mr. Du Bois summarizes the principal resolutions which dealt with these questions before the first four congresses, as follows:

(1) The congress has expressed the opinion "that it is advisable to extend the periodical holiday as far as possible, making it coincide with Sunday and public holidays, for the benefit of the staff and for the advantage of the service."

(2) It recommended "the foundation of special preparatory schools for employees and looked with satisfaction on the tendency shown to engage the children of employees."

(3) It recognized that experience shows that women may be advantageously admitted into most departments.

(4) The congress recommended "that the wages of employees should be increased y endeavoring to reduce the staff."

(5) The congress has recognized the advantage of bonuses being granted for econo- izing expenses and increasing receipts.

(6) The congress agreed "that when private initiative fails it is advisable to insti- ute stores—provided employees are not obliged to deal at them—but that it is pref- rable that they should be on a cooperative basis."

(7) The congress declared "that they considered it morally incumbent upon dministrations to insure, as far as possible, the future of former employees, and, ext, that of their families."

The body is merely a deliberative one, but one whose conclusions carry with them reat authority, because of the fact that the leading railroads of the world are offi- ially represented, and also the principal governments which own or control railroads.

Next in importance to the International Railway Congress is a national organiza- ion working along somewhat similar lines and known as the American Railway ssociation. In 1899, 257 railroad companies, operating 171,180 miles of line in the nited States, were members of this association. Its headquarters are in New York. t meets twice a year and issues important publications.

Next to the American Railway Association in importance come the railroad men's lubs, made up chiefly of officials. These exist in all the leading railroad centers, specially the large cities. Seven or eight of the more important clubs, such as those n New York, Chicago, Boston, Buffalo, and St. Louis, have a combined member- hip of over 2,500. These clubs meet monthly to discuss technical questions relating o railroad operation. Most of them publish proceedings. Their members are chiefly he active officers in the mechanical and operating departments. Their purpose is ainly educational, although in part they have important social features.

The next class of associations has a combined membership of still larger propor- ions. It reaches most all of the officials of the roads, and includes such organiza- ions as the following:

1. Maintenance of Way Association.
2. Passenger and Ticket Agents' Association.
3. The Association of Railway Telegraph Superintendents.
4. Railway Transportation Association.
5. Train Passengers' Association of America.
6. Freight Claim Agents' Association.
7. American Association of Traveling Passenger Agents.
8. Association of American Accounting Officers.
9. Central Association of Railroad Officers.
10. Master Car Builders' Association.
11. Master Mechanics' Association.
12. Traveling Engineers' Association.
13. Road Masters' Association.

The above are among the more important organizations of this class. Their mem- bers meet usually in annual conventions which furnish a basis for comparison of methods and results of work in different parts of the country, and also a pleasant occasion for an outing and vacation on the part of the delegates or members par- ticipating. Some of these organizations meet at more frequent intervals, and others have local branches meeting at frequent intervals. Several of them have offered prizes and carry on a work that has contributed materially to the solution of diffi- cult problems of railway management.

The numerous clubs and organizations of one kind and another among the employees of the lower grades of service are usually organized for social, fraternal, and beneficial purposes alone. With the growth of the brotherhoods most of these organizations have been either affiliated with or transformed into local and subordi- nate lodges. There are many, however, which exist independent of the brother- hoods, and some of these have accident, sick, and other forms of beneficiary insurance.

A list of railway associations, mostly of the class of railway clubs and the technical associations already referred to, was published by the Interstate Commerce Commis- sion, February, 1898. This list gave the names of the officers of the associations. It has not been corrected to date, but the pocket list of railroad officials published quarterly by the Official Railway Equipment Register, 24 Park place, New York City, contains a list of the associations of railroad officers, and gives the names and addresses of the chief officers of each association.

II. The Railroad Branch of the Young Men's Christian Association.—Among the religious organizations of railway employees none has assumed the general importance of the railroad departments of the Young Men's Christian Asso-

ciation now organized at over 150 division points, with a membership of over 37,000 railroad employees. The railroad corporations now contribute annually over $180,000 toward the support of this work. Thirty-five of these associations reported in the year 1900 that they had educational classes in which 112 branches were being taught. The railroad department combines all that is best in the reading room, library, and club-house features of the general Young Men's Christian Association, and is besides this a positive aggressive power for good. It offers many attractions which are peculiarly valued by railroad men, because of the very nature of their employment which deprives them of many opportunities easily enjoyed by the average workingman in other occupations. Attractive rooms, where the railroad man can readily go in his uniform or working clothes, if necessary, and spend a pleasant evening or the few hours of free time during a lay-over have of themselves many attractions; but among the privileges offered by the better equipped railroad associations, of which there are not a few located at the prominent railroad terminals, are reading rooms, library, social rooms, bathrooms, parlors, classes in light gymnastics, bowling alleys, rest rooms, lunch rooms, temporary hospitals, educational classes, practical lectures on railroad topics, social receptions, entertainments, and religious services. The work and organization of railroad associations is under the supervision of the international committee, with headquarters in New York. This committee employs six men for this purpose. The local associations are managed by a local committee, usually made up of Christian railroad men. The expenses of local assocations are met by small membership fees and by appropriations from the railroad corporations. Certain privileges, such as the reading room, are free to the use of all railroad men, including employees of express, telegraph, and palace-car companies, and employees in the Railway Mail Service; the baths and other privileges are exclusively for members. All railroad employees, including those just specified, without regard to religious belief, are eligible to membership, and a membership ticket in one association usually carries with it free access to all the privileges of other associations at all other points. The active executive officer of each local association is the general secretary, who is a paid and trained official. A strong evangelical religious spirit prevails in the management and conduct of these associations. Many men professing no religious belief are members, but how far members of Roman Catholic, Unitarian, and other religious bodies not usually classed as evangelical are made to feel at home in the association it is difficult to say. The railroad associations are justified from the point of view of railroad officials, chiefly on purely economic considerations, and threre is therefore a tendency on the part of the managers to avoid drawing religious lines too strictly. The desire is to make the association as broad as possible, at least in so far as consistent with the maintenance of a general religious tone to the organization. At the Tenth International Congress of these Railroad Associations, which your expert agent attended in the city of Philadelphia, a plea was made by President Baldwin, of the Long Island road, on this very point. President Baldwin said: "I believe, as a practical man, that the most effective work with real results can only be brought about by the work which you are doing, and it can only be brought about in the manner in which you are doing it. When I say the manner in which you are doing it, I mean the manner in which you think you are doing it, or ought to do it. It is not a false note for me to again suggest that you do not accomplish the greatest results, you do not do your work in a real high Christian spirit, unless you so conduct each branch and the whole organization as to welcome every man of every creed within your walls and make it so agreeable and so pleasant and so attractive (without leaving any sharp points sticking out) as not to keep out the Catholics, the Orthodox, the Hebrew, or the Mohammedan, or even (pointing to himself) the Unitarian. You are strong enough; you are sincere enough; you are bright enough, all of you, to let the true, bright Christian spirit prevail, so that we all may feel the effect, the inspiration of the work which you really mean to do."

The highest encomiums have been passed upon this work by the leading officials of the railway profession. From the time the first railway branch was established in 1872, in Cleveland,[1] up to the present, when 68 of these associations occupy entire buildings, 45 of which are owned by the associations, the remaining 23 having been set apart for association uses by railroad companies or officials, almost a unanimous verdict on the good results in intellectual and moral improvement of the labor force has been freely rendered by railway corporations which have given practical expression to their opinion in liberal financial support. Most of the buildings referred to have

[1] An excellent historical article on "The Young Men's Christian Association in its relations to railroad employees," by William Bender Wilson, and another article by the same author on the Pennsylvania Railroad department of the Young Men's Christian Association appeared in the Pennsylvania Railroad Men's News for October, 1900.

been erected largely at the expense of the railway companies on whose lines they are located; 12 such buildings were erected during the year 1899, 11 of which were at points where associations were newly organized; 3 were put up by railway companies which bore the entire expense and 9 by joint contributions of the railroad men and the railroad companies. Of course money spent in this way by the railroad corporations must be justified to the stockholders on purely economic grounds. The directors would not be warranted in spending the stockholders' money for a purely charitable or religious enterprise no matter how laudable a purpose it subserved. It is an interesting feature of this work that though strictly religious in its essential characteristics, it has nevertheless stood the economic test, and this fact warrants its consideration in this report, and also promises larger development of such work in the near future, especially along educational lines. The late President Roberts, of the Pennsylvania Railroad Company, was an active supporter of this work, and one of the finest buildings devoted to it in the country is that of the Pennsylvania Railroad Department of the Young Men's Christian Association at Philadelphia, a building which cost $175,000, chiefly contributed by the company and its officers and stockholders as individuals through the personal solicitations of Captain Cadwallader, Mr. William Bender Wilson, Mr. William A. Patton, and others in the service of the Pennsylvania Railroad Company. President Roberts at one time, in asking the board of directors to appropriate $10,000 to this work, said: "Gentlemen, I only want to say that if you vote this money for this purpose it means more to the Pennsylvania Railroad than the sum would if invested in steel rails."

Mr. Cornelius Vanderbilt was so well satisfied with the work of the Railroad Y. M. C. A. in New York that he secured a secretary for the department and placed him on the pay roll of the company, and later erected a building at a cost of over $100,000. The associations form a common meeting ground for capital and labor, employer and employee, and for the promotion of mutual understanding and sympathy. This is no visionary dream, but is an ideal that has been realized, not in its perfection, but in greater measure than is found in any other organization where employers and employed come together. The association throws around railroad men a strong arm of protection from moral dangers peculiar to their calling, and extends to them a cordial and sympathetic hand in many cases of difficulty. It meets, perhaps, in a peculiar manner, the religious need of railroad men, who, by reason of Sunday labor, are deprived of the opportunity of availing themselves of the ordinary privileges of regular churches. Of course these organizations are open to certain dangers to which all religious organizations are liable, chiefly that of being carried away by waves of emotionalism. While they undoubtedly serve a useful economic purpose, from the point of view of the corporation, in making the men more contented with their profession and in developing loyalty and fidelity to duty, it is not impossible to think of them in some great labor crisis giving sympathy and aid to interests opposed to those of the corporations that have built them up. There is also a tendency on the part of some associations to depart from the purely democratic spirit in which they were founded, and perhaps in this way to lose some of their usefulness. It is said that in some of the larger associations the men do not feel free to make use of the rooms in loafing hours when dressed in their overalls or uniforms, but are apt to visit the building only in the evenings or when off duty. These are the chief objections or criticisms of the work of the associations to which attention is usually called. Neither of them has gone far enough to constitute a serious drawback to the progress of this work, and all can be readily counteracted by forces already strong within the organizations themselves. The work is likely to grow in the future and to take on new proportions, especially in educational lines.

Most of the associations offer courses of popular entertainments, which are largely attended by the members and their families; but in addition to this the real educational work is done in evening classes.

A schedule of the P. R. R. department of the Y. M. C. A. of Philadelphia may be taken as typical of the best development in this direction. Instruction is given in arithmetic, book keeping, penmanship, grammar, spelling, stenography, mechanical drafting, and electricity. A charge of $1 for a study course is made for the entire season of six months, and the classes usually meet one night in the week for two hours, and a few special classes, those in mechanical drafting, shorthand, and telegraphy, meet twice a week.

There is also a department of mechanical instruction for the special benefit of men in the train service and motive power departments. Lectures and demonstrations are conducted regularly for the study of mechanical appliances used on trains, unusual facilities being provided through the courses of the railroad company.

A general idea of the amount of time devoted to this work and the subjects cov-

ered, may be obtained from the following announcement. There are also ... music, instruction being given on the banjo and in vocal music:

Air brake.—Plant in operation and demonstrations on alternate Monday and Friday afternoons and evenings during October, and on Friday afternoons and evenings during the remainder season.

Steam heating.—Model and cut sections provided—demonstrations given on alternate ... Friday afternoons and evenings during October.

Valve motion.—Demonstrations with special models, Monday afternoons and evenings ... November.

Lubrication.—Lectures on valve, engine, and machine lubrication, Monday afternoons and ... during December.

Injectors.—Lectures—with models of Sellers' and Monitor injectors, Monday afternoons and ... ings during January.

Signals and switches.—Illustrated lectures, Monday afternoons and evenings during Feb...

Coal and locomotive firing.—Lectures, Monday afternoons and evenings during March.

First aid to the injured.—Lectures, Monday afternoons and evenings during April.

The instructors will be experts on these subjects.

The models, cut sections, charts, and other appliances will be at the service of all employees of the Pennsylvania Railroad Company for inspection daily, except Sunday, from 9 a. m. to 10 p. m., and will be charged for instruction or use of appliances.

§ 12. THE FEDERATION OF RAILWAY BROTHERHOODS AND THEIR RELATION TO OTHER LABOR ORGANIZATIONS.

The history of the organization of railway employees in brotherhoods and ... has been sketched in section 10 of this report, from which it will be seen that ... bond of union has been very largely the beneficiary features and the trade ... feeling. The protective features have been for the most part later develop... As these have grown and the desire to utilize the railway orders and brotherhoods as instruments for improving the hours of labor or the wages of their members ... been emphasized rather than the features of mutual helpfulness and personal development, the necessity for strengthening the organizations in numbers has been manifest. The idea of a federation of all railway employees' organizations has frequently been proposed and attempted with varying degrees of success. While the idea of federation has sprung primarily from the motive of aggressive action, either in support of larger demands or in defense of existing rights and privileges, rather than from the educational and philanthropic motives which gave rise to the separate organizations among specific classes of railway employees, a federation of some of these orders might conceivably greatly strengthen their usefulness along the old lines. This is felt to be true by many of their wisest leaders, yet the very fact that greater strength in numbers tends almost inevitably to emphasize the so-called protective features has led to opposition on the part of employers and on the part of the more conservative officers and members of the brotherhoods.

In 1899 the United Orders of Railway Employees was formed by federation of the Brotherhood of Locomotive Firemen, the Brotherhood of Railroad Trainmen, the Switchmen's Mutual Aid Association, and the Brotherhood of Railway Conductors. The latter organization was established in 1888 by the conductors on Western railroads who objected to the nonprotective policy of the Order of Railway Conductors, the larger organization, and hence formed their own association, known as the Brotherhood of Railway Conductors. The Order of Railway Conductors, however, in 1890, voted to adopt the protective feature, and in 1891 decided to join the United Orders of Railway Employees. About the same time, however, a disagreement arose between two of the united orders, and that federation was abolished.

Nothing further was done until 1895, when representatives of the existing brotherhoods got together and adopted what was known as "The Cedar Rapids Plan," by which the chairmen of the grievance committees of the several brotherhoods represented on any one railway system might constitute a general federated committee for that system. It was hoped in this way to secure a practical basis of larger cooperation between the brotherhoods which might lead ultimately to a federation with better practical results than that of the United Orders of Railway Employees.

The details of the plan are sufficiently clear from the articles of federation, as follows: (The Cedar Rapids plan.)

Articles of Federation.

[As amended (in accordance with section 10) February 8, 1895.]

Section 1. On any system of railway the members of any of the following named organizations, Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and Order of Railroad Telegraphers, may federate through their general committees or boards of adjustment, as hereinafter provided, for the purpose of adjusting any complaint which may be presented, in accordance with the laws of the organization aggrieved.

ART IV.—THE RELATIONS OF RAILWAY CORPORATIONS AND THEIR EMPLOYEES.

§ 14. RAILWAY EMPLOYEES' HOSPITALS, INSURANCE, AND PENSIONS.

The American workman is accustomed to provide for his own necessities and ersonally to look after those things which guarantee his general welfare and that f his family. With the growth of industries which bring together great num-ers of men in the employ of a single company we may expect as a natural out-ome an increase in the number of services or wants provided for on some mutual lan. With the better organization of the labor force of large employing concerns ve may also expect more to be done by the companies for their employees. The resent movement toward what is called "industrial betterment" is an illustra-ion of this. The railroads have already made some progress in this direction. With over 1,000,000 railroad employees, and at least 3,000,000 persons dependent upon their earnings, they have to do with the economic welfare of over one-twentieth of our population. Public sentiment will, therefore, justify any well-directed effort looking to the improvement of this class, in the efficiency of which the public is also directly interested. Railroad corporations see very clearly the economic advantage of performing for their employees and in aiding them to do for themselves many things that make for their greater safety and protection in an employment at best beset with peculiar dangers and difficulties. The following methods or agencies for relief in which the railroad companies participate may be mentioned: (1) The securing of accident insurance. (2) Hospital relief. (3) Insurance providing for sick and death benefits. (4) Pensions and superannuation funds. (5) Saving institutions.

The replies to the inquiry concerning what the railroads are doing in these directions at the present time came in response to the question, "What forms of company relief and insurance or beneficial associations are supported in part or in whole by the company?" This inquiry, addressed to 62 railways, brought replies from 40, which operate 112,353 miles of line and employ 633,023 employees. On 27 of these 40 roads, representing 64,158 miles of line and 323,359 employees, it would seem that nothing had been done directly by the companies, although some relief organizations had been established on at least 4 of these roads, but were supported entirely by the contributions of the employees. The replies from these 4 roads are as follows:

(1) *The Kansas City, Fort Scott and Memphis Railroad.*—For the care of sick and injured employees "The Employees' Hospital Association" was formed, and is supported by contributions from the employees, those receiving $50 per month or more paying 50 cents per month, and those receiving less than $50 and over $4.99 per month, 35 cents.

(2) *The Missouri Pacific Railway.*—The only relief association connected with the company is that of the hospital department, which is, however, entirely supported by the employees.

(3) *The Northern Pacific Railway Company.*—Officers and employees have an organization called "The Northern Pacific Beneficial Association," a self-supporting institution, having hospitals at Brainerd, Minn., and Missoula, Mont., with a large staff of physicians and surgeons at all important points.

(4) *The Oregon Railroad and Navigation Company.*—Free medical and surgical attendance and hospital privileges furnished to all employees in consideration of a deduction of 40 cents each from their monthly pay. These four roads operate 12,704 miles of line and employ 45,992 men. Another road, the Boston and Maine, has organized a relief association, but the company does not contribute to its support.

The thirteen railroad companies reporting some form of relief association in which the company participates are as follows:

committee composed of the chief executive officer of each organization party to the federation one of his associate officers duly authorized to represent him.

This executive committee shall organize by the election of a chairman, a vice-chairman, and secretary. A full representation of the organizations must be present to constitute a quorum.

SEC. 5. The influence of this Federation may be used through its executive committee in favor of or in opposition to national legislation which involves the interests of the membership as to which the committee are fully agreed. Where circumstances will permit, the opinion of the membership in general will be secured before action is taken.

State or provincial legislative matters will be left to State or provincial committees.

SEC. 6. Each organization party to this federation shall have regularly established local and general grievance committees or boards of adjustment on each system of railway, as provided in its laws.

The chairmen and secretary of each general committee or board of adjustment for the roads together with the executives of the organizations or their duly appointed associate officers shall constitute the federated board for that system of railways.

Each organization shall handle its own grievances and those of its members under its own rules to such time as it has exhausted its efforts. When the general committee or board of adjustment and its chief executive, or his legal representative, have failed to reach a satisfactory adjustment of any matter properly in their hands, and it is deemed by them proper to proceed further, a statement of the matter, of all steps taken, the exact condition existing at the time the statement is made and description of any settlement which it is possible for the committee to make, shall be prepared and handed to each member of the organization, with a blank coupon or vote in the following form:

(Name of organization) —— ——.

(Date) —— ——

(Name of chairman) —— —— chairman general committee (or board of adjustment) (name of organization) —— —— for the —— railway:

I have read the statement of case in your hands bearing date of —— and I hereby cast my (member voting will write the word "for" or "against") a strike in order to adjust said case, providing same shall be approved by the proper authority in our organization and by the federated board.

(Signature) —— ——

This vote will be placed in a sealed envelope by the member voting, and be handed to the committeeman authorized to receive it. When the poll is complete it shall be canvassed by the general committee and the chief executive of the organization, or by a subcommittee appointed by the general committee and some person duly authorized to represent the chief executive. Ballots will be preserved and laid before the federated board, if it is convened.

When the executive of the organization has the vote of two-thirds of his members employed on the system in favor of a strike, and is ready to approve such strike under the laws of his organization, he may call upon the chairman of the executive committee to convene the federated board. The chairman of the executive committee will notify each of the chief executives, setting time and place of meeting, and each executive officer will notify the chairman and secretary of the general committee of his organization of that system to attend such meeting of the federated board.

When the federated board has been convened, the officers and the chairman and secretary of the committee of the aggrieved organization shall present a full and detailed statement of the trouble from its origination and all steps taken, together with the results reached. After hearing such statement, the federated board will decide by a majority vote of its members whether or not they consider the complaint a just one; and if they approve it they shall wait upon the managing officers of the road, by committee or in a body, and make reasonable efforts to adjust the matter. If no settlement acceptable to a majority of the members of the federated board can be reached, the question of a strike shall be considered. Each organization shall have one vote on this question, and that vote shall be determined by the three representatives of that organization, the affirmative vote of the executive officer and one other member being necessary. If each organization votes in favor of a strike, a strike on part of the members of all the organizations party to the federation employed on that system will be declared by the executives at an hour fixed by them, and every member employed on that system of railway shall respond promptly thereto.

No member of any organization party to this Federation shall engage in any strike of railway employes which is not sanctioned by this Federation in accordance with this section.

SEC. 7. In the event of a strike the executive committee of the Federation shall be the recognized leader.

SEC. 8. If a strike is declared by this Federation it may be declared off at any time by the federated board by the same vote by which it was sanctioned. After a strike has been in progress for a period of 2 weeks, if the federated board can not agree as to declaring it off, the disputed point shall be submitted to the chairmen of the boards of trustees or executive committees of the organizations (one from each organization), who shall have authority to decide it by a majority vote of their number.

SEC. 9. In the event of its being impossible for any chairman of the general committee to attend a called meeting of federated board he shall promptly so notify the vice-chairman, if one there be. If the chairman and vice-chairman are unable to attend, or if the secretary is unable to be present, the chairman shall designate a member of that committee to fill the vacancy. If the chairman and vice-chairman are unable to act or appoint members to fill the vacancy this duty will devolve upon the secretary of the committee.

SEC. 10. In carrying out the provisions and requirements of these articles each organization will pay the expenses of its own representatives and members in accordance with its own laws.

SEC. 11. Each organization party to this Federation will be required to see that its members and officers comply with all the requirements of these articles. If any organization neglects or refuses to discipline any of its officers or members who may be guilty of violating these rules, such organization will be summoned by the executive committee to appear, through its officers, before the trial board for trial.

The trial board shall consist of the chief executive and two associate officers of each organization party to the Federation, excepting the one on trial. A two-thirds majority vote of the trial board shall be necessary to convict.

An organization convicted under this section may be suspended for a stated time, or expelled from the Federation. The vote shall be first taken on expulsion, and, if less than a majority vote for expulsion, the organization shall be suspended for a time fixed by a majority vote of the trial board.

SEC. 12. An organization not under charges may withdraw from membership in the Federation by filing with the secretary of the executive committee notice in writing, signed by its chief executive officer and grand secretary, and over seal of its grand division or grand lodge, of its desire to withdraw at the end of 60 days from the date of filing notice. The secretary of the executive committee shall, upon the receipt of such notice, immediately notify all members of the executive com-

of its receipt; and no withdrawal shall be effective until the expiration of said 60 days from ate upon which notice is received by the secretary of the executive committee. Until the with- al is effective the organization shall be amenable to all the provisions of these articles.
13. These articles may be amended by the unanimous vote of the executive committee of the ation.

e grand chief of the Brotherhood of Locomotive Engineers was not authorized present his brotherhood in the conference at which the above articles of federa- were adopted, but he conferred with the committee in the capacity of a private vidual. The Engineers' Brotherhood discussed the question of such federation nsiderable length at its biennial convention in May, 1898, and decided not to the Federation. The reasons for this decision were summed up by Mr. P. M. rur, grand chief of Locomotive Engineers, in his testimony before the Industrial mission, volume 4, page 123, in which he said:

m not willing to delegate the power and authority to a conductor, a telegraph operator, a fire- , or a brakeman to say whether the engineers shall quit work or not. I want that question to be ded by engineers; not by anybody else. That is one of my principal reasons. Another reason is, moment you federate you lose your identity as an organization. No matter how you may do it, public will look upon it that you have become a part of the Federation, and you will be known as the American Federation of Railway Employees only. There will be no Brotherhood of motive Engineers, or Brotherhood of Locomotive Firemen, or Order of Railway Conductors, or er of Railway Telegraphers. I may be mistaken. We are the pioneers in the work of reformation ng railway men. For years we were the only organization that claimed to be a protective organi- on. For 22 years the Order of Railway Conductors was known as a nonprotective organization; same way with the Brotherhood of Locomotive Firemen up to 1885; and for 30 years we went t along adjusting our grievances, making agreements with the companies without the aid or stance of anybody. We have treated everybody well so far as we know how, and I never could erstand, and I do not know to-day, why it is necessary for the locomotive engineers to federate h others. For what purpose? Might never made right. Some, however, advance this argument: delegation representing every branch of the service walks into the office of the general manager would not dare say no. Well, that remains to be seen. I do not believe that we ought to win by orting to coercive measures, nor do I believe you would be received in the same spirit if you would proach him in that coercive way. Again, it may be selfish, but federation would mean that each ganization would have to spend its time and money in adjusting other people's differences. Per- nally I have always been opposed to it, and there has never been any argument advanced by any- e to convince me that it was necessary for the Brotherhood of Locomotive Engineers to federate ith the organizations for its future good.

This federation, usually known as the National Federation, worked well for a time nd was really a move in the direction of conservatism, and for that reason did not tisfy the more radical members of several of the brotherhoods. The cause of dis- olution was practically a dispute in which the executive committee would not pprove the grievances of the Brotherhood of Railroad Trainmen against the Pittsburg ard roads. According to the terms of the federation the trainmen could not strike vithout such approval. They determined to strike, however, and withdrew from he federation on January 18, 1900, and were followed by the Order of Railway Con- luctors and the Order of Railroad Telegraphers. Grand Master Sargent announced he dissolution of the federation in official circular No. 9, under date of February 1, 1900, in which he said:

"It becomes my duty to advise that the Federation of American Railway Employees, as established April 1, 1898, has ceased to exist on account of the with- drawal of the Order of Railway Conductors, Brotherhood of Railroad Trainmen, and Order of Railroad Telegraphers.

"Accompanying this circular is the official communication, duly approved by the chief executive of each organization, which will explain to the membership the reasons for the dissolution.

"The Brotherhood of Locomotive Firemen having ratified the articles of federa- tion, whereby they became the laws of the order, and not having vested the grand master or grand executive board with any authority whereby we would be justified in withdrawing, we did not feel at liberty to assume the authority of serving official notice of the withdrawal of the organization until we had presented the question to the membership to vote thereon. Had not each of the organizations above named withdrawn from the federation, thereby dissolving the same, we would have sub- mitted the question to the membership. The entire matter will be presented to the convention at Des Moines, Iowa, and the grand body will be in a position to deter- mine what further arrangements for an alliance with the sister organizations shall be consummated.

"In the meantime we trust that the same good feeling will be maintained among the rank and file of the membership in their relations with the membership of the sister organizations, and that where there is a disposition for cooperation we shall at all times be ready to encourage and assist. It will be understood that no federation of any character will be permissible, and the membership will enter into no compact which will in any way come in conflict with the laws as they now exist. When the

convention is held, if system federation is thought advisable, provisions can be made for its adoption, but it will not be permissible until the meeting of the grand body.

This announcement was accompanied by a circular letter under date of January 30, 1900, signed by the representatives of the four organizations in the federation and giving the reasons for its dissolution.

JANUARY 30, 1900.

To the members of Order of Railway Conductors, Brotherhood of Railroad Trainmen, Brotherhood of Locomotive Firemen, Order of Railroad Telegraphers:

The federation which has been in force as between the above-named organizations has not worked out in practice what was hoped for it or what it promised in theory. It may safely be said that one of the prime reasons for its failure to work out what was hoped from it is that the sentiment among the membership, which is necessary to the satisfactory working of such a plan, is not sufficiently general to insure that result. An alliance between organizations, under which the aid of the organizations party to the alliance is proposed to be exercised in behalf of any one of those organizations, in order to be entirely successful, must be supported by a spirit of willingness to sacrifice considerable of self-interest, if need be, in order to advance the interests of the whole, or in order to establish a principle, even though, just at that moment, it may have no direct bearing except upon the aggrieved organization. The federation was intended as a supreme court on the matter of grievances within organizations party to the federation, and if the extreme provided for in its rules became necessary, it was intended to be a supreme test of the strength of the united organizations.

There has been some difference of opinion expressed by the members of the organizations as to the propriety of invoking the aid of the federation in certain causes or instances, and while some differences of opinion have, as a matter of course, existed among those who composed the different federated boards, nothing of an insurmountable nature or necessarily lasting in its effects arose in that direction. A labor organization in order to fulfill its mission must be recognized as the agent or representative of the membership that compose it. If it can not be recognized as such agent, the membership, of necessity, must lose or surrender some of the benefits otherwise to be derived from the organization. If the executive officer of an organization is called by the members and is denied the right to appear and speak for them, he has not the means of asserting or insisting upon that right except as he is supported in so insisting by the membership employed on that system. If the membership of the organizations generally were to assume the position that they are willing to waive their right to be represented by their organizations simply upon a declination of a railway official to meet them, the influence of the protective feature of the organizations would soon be materially lessened.

In two or three instances the aid of the federation was invoked by organizations that had been denied a hearing, and the federated board was also denied a hearing; and some one or more of the classes of employees who have made up the federation have been unwilling to support an issue on that question. When an aggrieved organization has in hand a complaint which their representatives have indorsed as reasonable, and which their membership, by a two-thirds vote, have expressed themselves as willing to support to an extreme, if necessary, and they are denied the opportunity of presenting it and being heard upon it, and the federation prevents them from taking an aggressive position which they would otherwise take, and at the same time prevents their receiving any satisfaction from their efforts, they naturally feel that the alliance operates more to their detriment than to their good.

In forming this federation the idea of giving the members directly employed on the road in question the controlling voice in its affairs was strictly adhered to. There are a very large number of systems where the relations between the membership of the organizations is as harmonious and satisfactory as the relations between the organizations themselves, or between their officers as such. There are some systems where these conditions do not prevail. It is believed that if the allied organizations accept the refusal of a railroad official to meet them, and "lay down" because some official sees fit to take that position, it would eventually destroy the influence of the organizations individually and of their protective policy. Various suggestions have been offered from time to time to improve the situation, but nothing of an entirely satisfactory nature has been offered. Believing that the conditions which have developed demanded such action, the officers of some of the organizations party to the federation have, under the authority vested in them by their organizations, withdrawn from membership in the federation; and, as a result, the federation is in effect dissolved. This action is not taken without regret, because much of good was hoped from this plan, and beyond doubt much good has been derived from it. But the good which has been secured has not sufficiently outweighed the resulting evil above outlined to justify a continuance of the alliance. It was said at the time the federation was formed that it would operate to reduce or prevent strikes, and it has certainly operated in that direction; but in the two instances where a strike vote has been taken in the federated board, upon a proposition which has been approved by the federation, it has been negatived by the votes of men who were employed on the system.

The dissolution of the federation must not be understood to indicate any friction or irrepressible conflict between the organizations that composed it. If the membership of the organizations, as a whole, were as well prepared for federation and as nearly federated in their sentiments as their officers are there could be no question as to the success of the plan. The relations between the organizations are as pleasant as they ever were, if not more so, and wherever, on any system of road, the membership desire to cooperate through their committees, under the laws of the organizations, in adjusting any matters of mutual concern, the officers of the organizations will be found ready and willing to assist in carrying such movements to a successful termination, and will be found working together as harmoniously as ever before.

Our faith in the principle of federation is not shaken, but our conviction is that in order to make it a success self-interest must, to a large extent, be lost sight of and a willingness to make sacrifices in the interests of the general good result must be entertained by the members of the organizations forming the alliance. We urge upon the membership of our several organizations to do everything in their power to spread and strengthen the spirit of fraternity among the craft; to lend a helping hand to their brothers whenever possible, and to do all in their power to assist in building up the sister organizations by encouraging all who should hold membership therein to become members. In all places where the proper sentiment and spirit prevails among the members of the several organizations, it is now possible to work out, through cooperation and friendly assistance of each other, the same practical results that were expected to come from the federation.

The withdrawal of the Brotherhood of Railway Trainmen became effective January 18; that of the Order of Railway Conductors January 23; and that of the Order of Railroad Telegraphers on January 26. The officers of the Brotherhood of Locomotive Firemen are unwilling to take action without consulting their lodges. As above stated, however, the federation is dissolved, and no effort will be made by any to invoke its assistance. We believe that eventually some means for overcoming what-

ects this plan may have possessed will be found, and that a little more experience will demon-
eyond question the good possible to be secured through an exercise of the spirit which has
efore been stated as necessary to the complete success of an alliance such as has now been
d, and such as, in all probability, will arise at some time in the not distant future from the
f this one.
ours, fraternally,

E. E. CLARK, *Grand Chief O. R. C.*
P. H. MORRISSEY, *Grand Master B. R. T.*
F. P. SARGENT, *Grand Master B. L. F.*
W. V. POWELL, *President O. R. T.*

e status of the question of federation of railway employees is, therefore, now
where it was under the Cedar Rapids plan, which is still in effect on those sys-
where the members of the several organizations desire it. The reversion to
plan has been formally approved by the engineers, conductors, and firemen, and
doubtless soon be approved by other organizations.

3. THE ATTITUDE OF RAILWAY CORPORATIONS TOWARD LABOR ORGANIZATIONS AND TOWARD THE QUESTION OF ARBITRATION OF LABOR DISPUTES.

The results of an investigation of the relations existing between railway corpora-
ns and their employees, as obtained in reply to a circular sent out by the Inter-
te Commerce Commission August 12, 1889, to all railroad commissions, railroad
rnals, and to the officials of 85 leading railway corporations, are summarized in
ppendix 11 of the third annual report of the Interstate Commerce Commission.
e questions in this circular related chiefly to (1) what the roads were doing for
eir men in the way of providing sick, accident, and death insurance; (2) reading
oms, amusement places, eating houses, lodging places for trainmen; and (3) pro-
sion for technical education in shops. Of the results of this investigation the com-
ission in its report says: "The inquiries addressed to the railroad companies are
uite fully answered and embody much valuable information All to whom the
rcular was addressed have responded fully. Of the 85 answering, 12 appear to have
nstituted insurance funds in the interests of their men; 5 others have hospital funds;
have benefit associations provided for wholly by employees; 1 contributes annually
500 for a like purpose, and 1 contemplates starting an insurance department at an
arly day. Fifty per cent of the lines heard from furnish eating or lodging houses
o their employees needing them; 20 of them provide technical education to a greater
or less extent, but in all cases where no regular technical training is supplied as such
training the apprentice system prevails, or men are selected who have proved their
competency by actual service. It is plain from the responses obtained from both
classes that with the growth of closer relations between employees and corporations
not only are the interests of both greatly promoted, but the public is assured of better
and more efficient transportation service."[1]

The same topic was reported upon by the secretary of the Interstate Commerce Commission in 1892. (See Appendix G to the sixth annual report.) The secretary in his report to the commission said: "The safety of the public, the efficiency of railway service, the profit of the corporation, and the current and future welfare of the employees may all be furthered by improved relations of the companies to the men, even if such improvement depends on no higher motive than mutual self-interest of those concerned. If, instead of being mutually unfriendly and destructive, only selfish considerations lead to more harmonious efforts of these great combinations of capital and labor, the following results may be hoped for:

(1) To the public, greater efficiency of the railroad service and immunity from payment to railroad companies for property destroyed in the labor riots.

(2) To the railroad, freedom from strikes and from damage suits for injuries suffered in employment in its service, and consequently greater receipts and profits from the work of the road.

(3) To the employees, more regular and more certain employment, relief in case of injury or sickness occurring in the service, relief to families of employees dying when in the service of the company, and the provision for pension in old age.

(4) To both railroad and employees, mutual trust and confidence, the self-interest of each one the common interest of all, each one conscious in every act pertaining to the service that he serves himself best who best serves the organic whole of which he is a necessary constituent part.

The secretary then sums up the results of this set of questions similar, to those sent out in 1889, which were addressed, under date of August 2, 1892, to 350 railroad companies, with the result that 59 out of the 350 provided an insurance or guaranty fund

[1] See Third Annual Report of the Interstate Commerce Commission, 1889, pages 103 and 104.

or hospital fund or relief association, offering aid in various degrees and ways to employees, and maintained either by the companies or by the employees or by both cooperating on some mutual plan. Fifty-two companies provided either eating or lodging houses or meals or lodgings at reduced rates for their employees. Seventy-eight companies provided reading rooms or some kind of places of resort for their employees, 44 of these being in connection with the Railroad Young Men's Christian Association work. Forty-eight companies provided in different modes and degrees for the technical education of their employees. Thirteen companies made distinct provision for their employees when superannuated in their service. One hundred and twenty-five companies stated that their employees, when disabled by accident, were given preference for the performance of other service for which they were qualified, or during disability were provided for in divers ways and degrees at the expense of the company.

Two of the topics covered in the circular sent out in both of these cases by the Interstate Commerce Commission have been discussed in other sections of this report.[1]

It is interesting to compare the results of these earlier investigations with the information that has been gathered by your expert agent at this later day in connection with the investigations of the Industrial Commission. Such comparison can be made with respect to the growth of provision for technical education and in provision for insurance protection by a comparison with the other sections of this report to which reference has just been made. In this place we desire to comment briefly upon certain facts having a bearing on the relation of railway corporations to labor organizations, and to discuss the extent to which arbitration, rather than the appeal to force, is being used to settle any differences which may exist. On the circular of inquiry sent out by your expert agent to 62 of the leading railroads of the country the questions were asked: "What methods do you pursue in the settlement of strikes and disputes among your employees?" "Have you had recourse to either State or national arbitration boards; and, if so, with what result?" Answers were received to these questions from 37 roads, operating 107,075 miles of line and employing 612,678 men. The answers are as follows:

WHAT METHODS DO YOU PURSUE IN THE SETTLEMENT OF STRIKES AND DISPUTES AMONG YOUR EMPLOYEES? HAVE YOU HAD RECOURSE TO EITHER STATE OR NATIONAL ARBITRATION BOARDS; AND IF SO, WITH WHAT RESULT?

1. Any method that promises success consistent with equity. Have never tried State or national boards of arbitration.

2. Have never had a strike.

3. For more than 20 years the operation of this road has been so conducted that all differences between the management and those in its employ have been adjusted without strikes. These adjustments have been successfully made by full and free conferences between the officers and committees of the employees at which the widest and freest discussion has always been encouraged, and whenever the employees have so desired, the chief officers of their labor organizations have been invited to take part in the discussions.

This plan has worked so satisfactorily to all parties in interest that we have never been obliged to consider either the necessities or merits of arbitration as applicable to our interests.

4. Have had no strike of any consequence for many years. All differences, when any occur, are settled with the men themselves, without recourse to outside arbitration.

5. Have had no strikes. All matters in dispute have been settled amicably by conferences between the officers and employees. Have had no recourse to arbitration.

6. Have not had recourse to arbitration.

7. The officers of the company are always willing to meet the employees individually or committees from them for discussion of any grievances or complaints, and the same are adjusted upon their merits, and so far with entire success and without strikes or recourse to outside assistance from State or national boards of arbitration.

8. We have never had recourse to arbitration boards in labor matters.

9. We have had no occasion to settle any strikes or disputes since the "Pullman" strike of 1894, when our men had no grievances of their own and were glad to come back to work under any circumstances. We have since met one committee of enginemen who asked for certain things; these were thoroughly talked over and those of the requests which were considered by the officers of the company to be

[1] See section 7, on technical education of railroad employees, and section 14, on railway employees, hospitals and insurance.

able were granted, the matter ending there to the apparent satisfaction of all ned.

Arbitration with committees representing the organized labor. No.

Have had no strikes.

The management is at all times willing to receive its employees of all grades, to complaints, and discuss with them matters of alleged grievance.

er have had recourse to either State or national arbitration boards.

Grievances or complaints of employees, presented individually or by committee, lways cheerfully discussed with them by the company's officers, and so far they been satisfactorily adjusted without any outside assistance or strikes.

We deal with employees direct, having never resorted to outside arbitration, and esults are very satisfactory. We encourage employees to make their grievances n to their immediate superiors, and if they fail to reach mutual understanding, are given the right to appeal to the company for adjustment of their differences. his course we find it unnecessary to apply to either State or national arbitration rds.

5. Have never had any.

3. In events of grievances being presented by employees, matter is taken up by general grievance committee and satisfactory arrangement arrived at in confer- e. It has not been necessary for this company to have recourse to either State or ional arbitration boards.

7. We have always succeeded in the settlement of disputes and strikes among our ployees by direct conference with them; have had no occasion to refer any such estions to State or national arbitration boards.

18. If an employee strikes we consider that he has voluntarily left the service of e company, and we proceed to fill his place with someone else. In regard to dis- tes, any employee feeling aggrieved has the privilege of taking his case up and a aring will be given him by the head of the department in which he is working, id he has the right to appeal from the decision of that officer to the next highest ficial, and so on up to the second vice-president and general superintendent, and as the privilege of being represented by a committee of employees if he desires to e so represented. This company has never had recourse to either State or national rbitration boards.

19. We have always been able to settle all disputes with our men, and have never ad recourse to either State or national arbitration boards.

20. It is our practice to treat directly with the employees only in the adjustment of any differences that may arise, generally in the form of committees or individuals lelegated by the different classes of employees. We have not found it necessary to all upon either the State or the national arbitration boards in the adjustment of such differences.

21. We treat directly with the employees in the adjustment of any differences arising. We have not found it necessary to call upon either State or national arbi- tration boards in the adjustment of such differences.

22. We have never had recourse to State or national board in settlement of differ- ences with employees; have had no strikes or serious disputes.

23. Do not have any.

24. The settlement of strikes and disputes among employees is usually adjusted amicably by a meeting of the officers of the company with a committee of its employees. We have never had recourse to either State or national arbitration boards.

25. We have very little trouble with our men, and in case of disputes they are always settled satisfactorily by us.

26. There have been no strikes in any of our service since I have been connected with the property, and have had no recourse whatever to State or national arbitra- tion boards.

27. Since the Pullman agitation in 1894 this company has never experienced any strikes. At that time those so engaged were given an opportunity to report for service within a certain period and were reemployed from that date as new men, rank and age in service beginning at the time of their application. The management undertakes to recognize the service of its employees, is ever ready to grant additional compensation and consideration as to rules governing their employment as circum- stances and conditions will permit, so that there should be no reasonable grounds for the inauguration of a strike. In case of disaffection among any class of employees, they are given the opportunity of discussing the matter with the head of their department, and in case of a nonagreement have the privilege, under certain condi- tions, of presenting their grievances to the management. The heads of departments usually dispose of such matters, however, and conferences with the management are

rare. We have never had occasion to call upon any State or national board arbitration.

28. Deal directly with employees, which plan has been very successful. No arbitration boards.

29. There has been no occasion for recourse to either State or national arbitration boards. Such differences as have arisen from time to time have been satisfactorily adjusted with the individuals directly interested.

30. We have had no occasion to settle strikes or disputes among our employees, and have not had recourse to either State or national arbitration boards. The only experience we have had with strikes was a disturbance in the telegraph department in April last, on account of order issued by the president of the Order of Railroad Telegraphers. There was no occasion for any negotiations looking to a settlement of this trouble. (Note at the end of this letter giving general explanation regarding dates, etc.)

31. This is fully answered by our previous report inclosed. We have had no strikes whatever since the A. R. U.-Pullman strike of many years ago, which involved our road in common with most all others in the country. We have not had to have recourse to either State or national arbitration boards, always thus far managing to settle our disputes amicably by mutual agreement.

32. The management of this company is ever ready to personally hear and pass on all grievances, either real or fancied, and the pursuance of this policy has had the effect of averting strikes or disputes without recourse to State or national arbitration boards, and, so far as is known, to the full satisfaction and benefit of employees of all grades.

33. Strikes are generally avoided by officials of the company giving proper and just consideration to any grievances or complaints which may be presented or brought to their attention by employees, and no strike has occurred upon this company's lines since the general labor strike of 1877. This company has never found it necessary to have any recourse to either State or national arbitration boards for the purpose of settling any grievances on the part of its employees.

34. There has been no strike of this company's employees for many years, and no recourse has been necessary to either State or national arbitration boards.

35. We have never had any occasion to take any action in case of strikes, none having occurred on the line. Every employee is privileged to call upon his superior officer whenever he has a grievance. So far we have always been able to come to an amicable understanding without recourse to arbitration.

36. We have had no strikes, and therefore have had no occasion to have recourse to arbitration boards. In adjusting questions relating to rates of wages or hours of service we endeavor to deal directly with the employees interested. Every employee has the privilege of going to the head of his department with grievances, if any, and this method usually brings about satisfactory settlement.

37. We have had but few strikes, none of them of any importance, in the *last* year. Our endeavor has been and is to meet with our men and adjust their grievances where such exist, and up to the present time a very good understanding has existed between our employees and the management. We have never called *upon* State or national arbitration boards.

The above questions and answers were intended to show rather the practice of railroad corporations with respect to those questions concerning which disputes are most likely to arise, rather than to show the theoretical attitude which the corporations take toward their employees. The answers show rather conclusively that arbitration by any outside parties has made but little headway in railroad employment. The answers would also seem to indicate that disputes were frequently settled by direct discussion between the men and the employing officers of the roads. Of course, these answers are likely to represent only those roads which have been particularly successful with this method. Those that have not and those that have had serious strikes and labor troubles are likely to be the ones which did not answer this question. The fact, however, that the answers do represent roads operating 55.3 per cent of the total mileage of the country in 1900 and employing 60.2 per cent of the total number of employees the same year indicates a very favorable showing for the major part of railroad employment.

The National Civic Federation called a national conference, which met in Chicago December 17 and 18, 1900, to discuss the subject of conciliation and arbitration in labor disputes. The conference made the following recommendations and appointed a special committee to work out a plan to promote arbitration of labor disputes. On this committee, it will be noted, were appointed two men, one the vice-president of the Atchison, Topeka and Santa Fe Railroad system, and the other the grand master

he Brotherhood of Locomotive Firemen, both of whom represented the discussion
his question from the point of view of railroad labor.
he resolutions adopted at the conference on conciliation and arbitration, Chicago,
ember, 1900, are as follows:

rst. That employers and wage earners should enter into annual or semiannual agreements or
racts.
cond. That all industries in the United States should establish boards of conciliation within the
ral and varied interests, to which boards of conciliation all differences and disputes arising
ween employer and employee, if not readily adjusted between the immediate interests concerned
be referred for settlement.
hird. Recognizing the fact that compulsory arbitration, aside from all other objections urged
inst it, is not at this time a question of practical industrial reform, and inasmuch as the systems
rbitration now in vogue do not seem fully to meet the requirements of the different interests, and
reciating the importance of the subject,
e, therefore, recommend that the presiding officer of this conference appoint a committee to
e for a period of one year, to be composed of six representatives of the employer class and six
resentatives of the employee class, these representatives to be selected as nearly as possible from
different sections of the country, for the purpose of formulating some plan of action looking to
establishment of a general system of conciliation that will promote industrial peace, and that
s joint committee be empowered to add to its number and fill any vacancies that may occur.
We would recommend, also, that this joint committee be given power to appoint such auxiliary
mmittees from the industries, trades, and professions as may seem best to promote the work of con-
iation and education.
We believe that this conference will have, in part at least, failed of its mission unless it strenuously
sists that the proper time to arbitrate is not after a strike or lockout has been inaugurated, but
fore it has begun. We fully realize that all plans of arbitration and conciliation will be unavailing
less we are all animated by a spirit of fairness and justice and are willing to open our eyes to such
ghts as belong to every citizen.

In accordance with the above recommendations the presiding officer appointed the following-
amed gentlemen to constitute the committee:

. C. BARTLETT,
Vice-President Hibbard, Spencer, Bartlett & Co., Wholesale Hardware.
AMUEL GOMPERS,
President American Federation of Labor.
HENRY W. HOYT,
President National Founders' Association.
OHN MITCHELL,
President United Mine Workers of America.
HERMAN JUSTI,
Commissioner Illinois Coal Operators' Association.
MARTIN FOX,
President Iron Molders' Union of America.
E. D. KENNA,
Vice-President Atchison, Topeka and Santa Fe Railway System.
FRANK P. SARGENT,
Grand Master Brotherhood of Locomotive Firemen.
G. WATSON FRENCH,
Vice-President Republic Iron and Steel Company.
HENRY WHITE,
General Secretary United Garment Workers of America.
CHAUNCEY H. CASTLE,
President Stove Founders' National Defense Association.
JAMES M. LYNCH,
President International Typographical Union.

In connection with the work of this committee Mr. Kenna sent a circular letter addressed to the various railroad presidents of the United States, asking whether they would favor a plan for an organization among railroad officials looking to the arbitration of labor disputes. This was merely for the purpose of ascertaining the various opinions entertained by such officials as the basis of intelligent action for the committee of which Mr. Kenna was a member. The replies indicated that many railroad presidents favored some such plan, but that the majority were undoubtedly opposed to it on the ground that such an organization would be viewed with disfavor by both the employees and the general public, which might regard it as a coercive measure. The subsequent work of the national committee on conciliation and arbitration resulted in the adoption of the following plan, applicable to labor disputes in all departments of industry, and designed to aid in the prevention of industrial disturbances, strikes, and lockouts. This general announcement of policy on the part of the committee was agreed upon, after a full discussion at a meeting held in New York City, in which the committee met in executive session for several days. The decision means that the national committee on conciliation and arbitration will devote itself chiefly to educational work, the scope of which has been broadly outlined by the committee as follows:

(1) "To form in the public mind the conviction: First, that industrial disturbances in the nature of strikes or lockouts can and should be avoided; second, that the only reliable method of avoiding such disturbances is through full and frank conferences between employers and workmen, with the avowed purpose of reaching an agreement as to terms of employment. Trade agreements between employers and workmen, where established for a definite term, have so fully demonstrated their great value in maintaining industrial peace that they should be generally adopted; third, that under conditions existing to-day, and as they are likely to exist for the future, organizations suitable for

comprehensive and conclusive consideration of these complex questions involved in the mutual relations of employers and workmen are most valuable and important, and where possible should be utilized, but in any event the true and safe policy is comprehended in conference and agreement between employers and workmen covering as large a constituency as possible: and, fourth, that the surest way to keep organizations of employers and workmen free from unwise and injurious action is through cooperation and the mutual education and respect which will inevitably follow from it.

(2) "To establish and maintain a board or commission composed of the most competent persons available, selected from employers and employees of judgment, experience, and reliability, which shall be charged with the above-described duties and shall also be expected to make known to workmen and employers that their counsel and aid will be available if desired in securing that cooperation, mutual understanding, and agreement already indicated as the general purpose of the National Committee on Conciliation and Arbitration."

The general method of operation only may be outlined, specific measures will have to be determined from time to time as study, investigation, and experience may show cause.

The committee will secure the fullest possible information as to the methods and measures of arbitration in vogue throughout the world; it will put itself into communication with all representative bodies of workmen and employers, inform them as to its purpose, offer its services, and secure their cooperation, advice, and good will if possible, asking particularly of general organizations that whenever any specific questions are arising where there is no established method of joint consideration and settlement existing, the national committee be informed in order that it may use its influence before trouble occurs. This method to be extended to local organizations when the committee may find itself sufficiently equipped so to do.

The committee will adopt such measures as may seem feasible to disseminate through the general newspaper press, through magazines, periodicals, and special pamphlets the results of its investigations, together with its recommendations and suggestions.

The committee may enlarge its membership so as to include such leaders of industry and labor and such representatives of the general public as it may deem necessary to effectively extend the scope of its usefulness. The committee will select from its members an executive committee of fifteen, in whom will be invested power to equip and direct such working organization as in its judgment will be necessary. The committee shall appoint a finance committee to secure sufficient funds to put the organization upon a firm basis and to enable it to carry out the work on the lines indicated.

So far as arbitration is a remedy for labor disputes in railroad business, much more may be hoped for from the special law of June 1, 1898, applicable to those fields of labor, which was worked out with so much care by Congress. While this measure is one of purely voluntary arbitration, it does provide with great care that a dispute once submitted to arbitration will receive the best expert consideration and fair representation of interests and the strongest measures for executing the decision as against either party to the controversy. The text of this act is given in full on p. —.

Perhaps the more usual way of testing the relations of employers and employees would be to ascertain the theoretical attitude of the companies toward their employees, and especially on the question of labor organizations. To this end, the question was asked in the circular letter to railways: "Do you make any objection to employees being members of railway brotherhoods or orders, or of other labor organizations?" Thirty-nine railroad companies, operating 110,170 miles of line and employing 627,782 employees, made reply to this question; practically all the replies but one being in the negative, although several of them were qualified by more explicit statements of the position of the company. The one which evidently does not look with favor upon such organizations among its employees is a large and important road, which answered as follows: "Secret organizations, etc., are not recognized by the company, and in the adjustment of any differences between the company and its employees the latter are treated with directly as employees of the company and not as members of any organization." The more explicit statements of the answers of several roads may be summed up in the single sentence that these roads have no objection to labor organizations per se, nor to their employees being members of the same, provided it does not interfere in any way with their work, and also provided that such employees do not make themselves offensive either to the officials of the road or to their fellow-employees because of such membership. Doubtless many of the railroads which answered in the negative would take the same attitude as indicated in the one answer quoted, on the question of dealing with the representatives of such organizations in matters affecting the interests of their employees.

A more specific test of the extent to which the companies take cognizance of membership in labor organizations is furnished in the answers to another question, namely: "What percentage of the men in various grades of service belong to such organizations?" To this question 35 companies replied, representing 105,411 miles of line and 607,088 employees. Of these 35 replies, 23 stated definitely that the company had no information, did not keep any record, and did not know the number or percentage of its men in labor organizations. The remaining 12 replies represent 31,420 miles of line and 138,996 employees, and are as follows:

(1) "Enginemen, firemen, conductors, brakemen, 80 per cent; machinists, carpenters, etc., 70 per cent; agents and operators, 60 per cent; clerks, none.

(2) "Trainmen and switchmen, 90 per cent; other classes, 20 per cent.

(3) "A large majority of those employed in train service; a very small percentage of other employees.

(4) "Can only estimate it at about 75 per cent in train service, about 10 per cent

rthern. Here, too, Mr. Anderson's plan served as a model, with certain ations, to which further reference will be made.

Philadelphia and Reading Railroad Relief Department was organized Octo- 1888, in Reading, Pa., at a meeting of the representatives of the employees various divisions and departments of the company's service. The depart- ncludes the permanent employees of this company and of its affiliated, con- , and leased lines. The Reading, like the Baltimore and Ohio, and unlike o Pennsylvania and the Burlington departments, originally made member- ompulsory upon those subsequently entering the permanent service of the any. By the act of 1898 such compulsion has become illegal. The Read- relief department is in charge of a superintendent appointed by the first resident, and subject to the control of the advisory committee. This com- e is composed of 15 members, 8 of whom are chosen annually by the mem- of the relief fund and 6 by the board of directors. The first vice-president airman of the committee. This committee seems to have more complete ge of the relief department than is the case in any other of the systems. All oversies are decided by it; it directs the investment of current funds not ed for immediate use and determines how the surplus shall be used. The ating expenses of the department are paid in part by the company and in by the contributions of the members. The company does not guarantee payment of benefits and deficiencies. But it contributed to the fund 10 per of the amount contributed by the members, until this amount reached 00,000; since then it has regularly contributed 5 per cent as much as the nbers.

he *Plant System Relief and Hospital Department* was established July 1, 1896. s similar in plan to the Baltimore and Ohio's department, although there are ne important differences. The Plant System and its employees maintained a spital for 15 years. In 1895 a second hospital was erected, and in 1896 it became cessary to add 2 more. It was then that Mr. Plant decided to establish a relief partment. which at the same time should manage these 4 hospitals. The reg- ations made membership voluntary with all employees then in the service, and mpulsory on all new employees as a condition of promotion. Ninety-five per nt of the employees are said to have joined voluntarily within a few months. he Plant System includes 4 steamship lines and 13 railroad companies, owning all 2,000 miles of road. The relief and hospital department includes the nployees of both the steamship and railroad companies.

The *Atlantic Coast Line Relief Department*, founded March 10, 1899, includes mployees of the following companies: Wilmington and Weldon, Atlantic Coast ine Railroad Company of Virginia, Atlantic Coast Line Railroad Company of outh Carolina, and the Norfolk and Carolina. Its organization closely follows hat of the Pennsylvania department. Part of the fund is used to maintain hos- itals built and equipped by the company, to which sick and injured members may be sent. If any persons not members of the fund are treated in the hospi- tals, the expense of their treatment is paid into the fund. There is no provision for a superannuation allowance such as is provided for by the Pennsylvania system.

Besides these seven important relief departments thus briefly outlined, similar schemes have been established in connection with other railway systems.

The *Relief Fund of the Lehigh Valley Railroad Company and Associated Companies* is maintained for the benefit of contributors injured by accident while on duty and for the families of such contributors as may lose their lives by such accidents. Persons suffering from illness not resulting from accident, even though this illness be contracted while on duty, are not entitled to relief. The company and subscribing employees contribute equal amounts to the maintenance of the fund. Every person in the employ of the company (and including the associated lines) may become a member. Each class of persons employed by the company on each road may elect one of their number to act as their representative, in connection with the superintendent or assistant superintendent of that road or division, in managing and drawing money from the fund. The expense of managing the fund and keeping it is borne by the company. The method of contribution differs from that prescribed by the other departments, inasmuch as the company can make a call for the payment of fixed contributions whenever the fund shall become so reduced as to need replenishing. The payments occur, therefore, at irregular intervals. But whenever payments are called for, each contributor may renew his contribution, or not, just as he chooses. Withdrawal, however, means the forfeiture of benefits.

Inasmuch as the Lehigh Valley relief fund in this general plan of organization

railroad service into hostile camps. The executive committees of the labor organizations practically can not save the members of those organizations from being got of, though they do in many cases protect them against summary discharge, and the other hand, the official, in the face of the executive committee, enjoys only theory the power of summary discharge. The situation is accordingly false and It provokes hostility. The one party boasts of a protection which he does not enjoy the other insists upon a power which he dares not exercise. The remedy is manifest. A system should be devised based upon recognized facts—a system which would secure reasonable protection to the employee, and at the same time enable the official to enforce all necessary discipline. This a permanent service, with a properly organized tribunal to appeal to, would bring about. Meanwhile the knowing process would be provided for in the temporary service. Over that the official would have complete control, and the idle, the worthless, and the insubordinate would be kept off. The wheat would there be separated from the chaff.

"Not only should permanent employees be entitled to retain their position during good behavior, but they should also look forward to the continual bettering of their condition. That is, apart from promotion, seniority in the service should carry with it certain rights and privileges. Take the case of conductors, brakemen, engineers, machinists, and the like; there seems to be no reason why length of faithful service should not carry with it a stipulated increase of pay. If conductors, for example, have a regular pay of $100 a month, there seems no good reason why the pay should not increase by steps of $5 with each 5 years' service, so that when the conductor has been 25 years in the service his pay should be increased by one-quarter, or $25 a month. The increase might be more or less. The figures suggested merely illustrate. So also with the engineer, the brakeman, the section man, the machinist. A certain prospect of increased pay, if a man demeans himself faithfully, is a great incentive to faithful demeanor.

"How is the employee to be assured a voice in the management of these joint interests without bringing about demoralization? No one has yet had the courage to face this question; and yet it is a question which must be faced if a solution of existing difficulties is to be found. If the employees contribute to the insurance and other funds, it is right that they should have a voice in the management of those funds. If an employee holds his situation during good behavior, he has a right to be heard in the organization of the board which, in case of his suspension for alleged cause, is to pass upon his behavior. No system will succeed which does not recognize these rights. In other words, it will be impossible to establish perfectly good faith and the highest morale in the service of the companies until the problem of giving this voice to employees, and giving it effectively, is solved. It can be solved in but one way; that is, by representation. To solve it may mean industrial peace.

"It is, of course, impossible to dispose of these difficult matters in town meeting. Nevertheless, the town meeting must be at the base of any successful plan for disposing of them. The end in view is to bring the employer—who in this case is the company, represented by its president and board of directors—and the employees into direct and immediate contact through a representative system. When thus brought into direct and immediate contact, the parties must arrive at results through the usual method; that is, by discussion and rational agreement. It has already been noticed that the operating department of a great railroad company naturally subdivides itself into those concerned in the train movement, those concerned in the care of the permanent way, and those concerned in the work of the mechanical department. It would seem proper, therefore, that a council of employees should be formed, of such a number as might be agreed on, containing representatives from each of these departments. In order to make an effective representation the council would have to be a large body. For present purposes, and for the sake of illustration merely, it might be supposed that, in the case of the Union Pacific, each department in a division of the road would elect its own members of the employees' council. There are 5 of these divisions and 3 departments in every division. The operating men, the yard and section men, and the machinists of the division would, therefore, under this arrangement, choose a given number of representatives. If 1 such representative was chosen to each 100 employees in the permanent service, those thus selected would constitute a division council. To perfect the organization, without disturbing the necessary work of the company, each of these division councils would then select certain (say, for example, 3) of their number, representing the mechanical, the operating, and the permanent way departments, and these delegates from each of the departments would, at certain periods of the year, to be provided for by the articles of organization, all meet together at the headquarters of the company at Omaha. The central council, under the system here suggested, would consist of 15 men; that is, 1 representing each of the 3 departments of the 5 several divisions. These 15

n would represent the employees. It would be for them to select a board of del-
tes, or small executive committee, to confer directly with the president and board
irectors. Here would be found the organization through which the voice of the
ployees would make itself heard and felt in matters which directly affect the
hts of employees, including the appointment of a tribunal to pass upon cases of
sdemeanor, and the management of all institutions, whether financial or educa-
nal, to which the employees had contributed and in which they had a consequent
erest."

The discussion of the work of the insurance, superannuation, and pension features
the various railroad companies, as presented in another section of this report, gives
uch important material bearing on the relations of railroad employees and their
nployers. One other important aspect of the interest which railroad employers
ke in their employees remains to be discussed. Several roads have of late attempted
interest their employees as holders of investments in the property of the road.
hief among such experiments have been those of the Illinois Central Railroad
ompany, which is presented in the following circular sent out from the president's
fice May 25, 1896:

ILLINOIS CENTRAL RAILROAD COMPANY,
PRESIDENT'S OFFICE,
Chicago, May 25, 1896.

o Officers and Employees of the Illinois Central Railroad Company:

Referring to my circular letter of May 18, 1893, outlining the plan for assisting employees of the ompany to purchase shares of its stock it is with much gratification that I note their increasing esire to thus identify their interests with those of the company.

In order that the plan may be more clearly understood, I present it herewith in greater detail.

On the first day of each month the company will quote to employees, through the heads of their epartments, a price at which their applications will be accepted for the purchase of Illinois Central hares during that month. An employee is offered the privilege of subscribing for one share at a time, ayable by installments in sums of $5, or any multiple of $5, on the completion of which the company will deliver to him a certificate of the share registered in his name on the books of the company. He an then, if he wishes, begin the purchase of another share on the installment plan. The certifi- ate of stock is transferable on the company's books, and entitles the owner to such dividends as may be declared by the board of directors, and to a vote in their election.

Any officer or employee making payments on this plan will be entitled to receive interest on his deposits, at the rate of 4 per cent per annum, during the time he is paying for his share of stock, provided he does not allow 12 consecutive months to elapse without making any payment, at the expiration of which period interest will cease to accrue, and the sum at his credit will be returned to him on his application therefor.

Any officer or employee making payments on the foregoing plan, and for any reason desiring to discontinue them, can have his money returned to him with accrued interest by making application to the head of the department in which he is employed.

An employee who has made application for a share of stock on the installment plan is expected to make the first payment from the first wages which may be due him. Forms are provided for the purpose, on which the subscribing employee authorizes the local treasurer in Chicago, or the local treasurer in New Orleans, or the paymaster, or the assistant paymaster, to retain from his wages the amount of installment to be credited monthly to the employee for the purchase of a share of stock.

In case an employee leaves the service of the company from any cause, he must then either pay in full for the share for which he has subscribed and received a certificate therefor or take his money with the interest which has accrued.

The foregoing does not preclude the purchase of shares of stock for cash. An employee who has not already an outstanding application for a share of stock on the installment plan, which is not fully paid for, can in any given month make application for a share of stock for cash at the price quoted to employees for that month, and he can in the same month, if he so desires, make application for another share on the installment plan.

Employees who want to purchase more than one share at a time for cash should address the vice-president in Chicago, who will obtain for them from the New York office a price at which the stock can be purchased.

Any employee desiring to purchase stock (except in special purchase of more than one share for cash) should apply to his immediate superior officer or to one of the local treasurers.

STUYVESANT FISH, *President.*

The efforts of the company in this direction began in May, 1893. Under date of October 29, 1900, the president of the company informed your expert agent that 211 employees had made partial payments on account of one share each of stock; those payments aggregating $7,951.80, an average of $37.69 on each share. So long as the shares were below par the men bought steadily, but since the shares advanced to a premium some have sold and taken the profit and comparatively few have bought. Up to June 30, 1900, 3,090 shares of the company's stock had been purchased and paid for under the plan outlined in the circular just quoted, the average cost to the purchaser having been $98.13 per share. The present market price of the stock is about $116 per share. When the stock went above par, the employees seemed to confuse shares of $100 with a promise to pay that sum and were naturally unwilling to pay more than they expected to get. The company's officials are very well satisfied with the results of the plan. It has induced others not employed by the company but resident on or near the line to buy shares, a feature that has been stimulated by the company's offer to carry registered holders of stock to Chicago and back free once a year at the time of the annual meeting. The distribution of the capital stock of the

Illinois Central Railroad Company, as announced at the time of the annual meeting, September 26, 1900, was as follows:

The capital stock is $60,000,000, divided into 600,000 shares of $100 each.
This is represented by certificates for 599,949 full shares and scrip for fractions aggregating 51 shares.
The certificates are registered in the names of 6,931 different holders. One of these, the administration office, in Amsterdam, has held large blocks of stock for nearly forty years, against which it has outstanding its own receipts or due bills, good to bearer, which are held by a very large but unknown number of individual proprietors in Holland. There are registered in the name of the administration office 39,577 shares. This leaves 560,372 shares in the name of the remaining 6,940 stockholders as registered on the company's books, the average holding being 80.74 shares, or $8,074.
There are in America 4,350 stockholders owning 355,227 shares, being 59.21 per cent of the whole.
In each one of the twelve States in which the company runs its trains we have a number of proprietors, ranging from 6 in Nebraska, who own 149 shares, to 879 in Illinois, who own 38,117 shares, or $3,811,700.
The certificates of stock are registered as follows:

	Shares
In 6 names, 5,000 shares or over, 12.01 per cent of the whole	72,0[illegible]
In 75 names, from 1,000 to 4,999 shares each, 24.03 per cent of the whole	144,[illegible]
In 98 names, from 500 to 999 shares each, 9.73 per cent of the whole	58,[illegible]
In 731 names, from 100 to 499 shares each, 25.78 per cent of the whole	154,[illegible]
In 493 names, precisely 100 shares each, 8.22 per cent of the whole	49,[illegible]
In 5,538 names, less than 100 shares apiece, 19.96 per cent of the whole	119,[illegible]
Total	599,949

The above statement shows that a decided and growing majority of the stock is held in America, and of all the holdings the majority is held in lots of less than 500 shares ($50,000). The actual number of proprietors is even greater than the statement shows, because each account is treated on the books of the company as one holding, although many such accounts represent executors, trustees, and corporations acting for many individuals. The Great Northern Railway has a similar plan to provide for the investments of employees. It is not a gift of stock nor a sale to employees, as under the Illinois Central plan. Ten thousand shares ($1,000,000) were set aside by the directors to be handled by a company known as The Great Northern Employees' Investment Association, Limited. Certificates were issued against these shares in multiples of $10, the certificates drawing 7 per cent interest in dividends paid quarterly. Any employee may buy $10 worth and upward of these certificates, provided he has been in the employ of the company 3 years and does not receive over $3,000 pay. He may also withdraw at any time, receiving the full amount and dividends accrued at that date. The average market rate of the stock at the time this plan was put in operation was $155, thus affording ample security for a 7 per cent investment of savings.

Both the Illinois Central Railroad and the Union Pacific have a plan by which the company has made arrangements to secure accident insurance policies at specially advantageous rates to their employees. In the case of the Union Pacific, the company offers to bear one-third of the cost of the insurance for all employees engaged in the more hazardous occupations and to bear one-fourth of the premium in all other cases. The Union Pacific plan went into operation January 1, 1901. All insurance, beneficiary, and pension schemes, however viewed, indicate one phase of the attitude of corporations toward their employees, and are discussed in the specific section of this report relating to that subject.[1]

[1] See section 14.

RT IV.—THE RELATIONS OF RAILWAY CORPORATIONS AND THEIR EMPLOYEES.

§ 14. RAILWAY EMPLOYEES' HOSPITALS, INSURANCE, AND PENSIONS.

The American workman is accustomed to provide for his own necessities and ersonally to look after those things which guarantee his general welfare and that his family. With the growth of industries which bring together great numbers of men in the employ of a single company we may expect as a natural outcome an increase in the number of services or wants provided for on some mutual plan. With the better organization of the labor force of large employing concerns we may also expect more to be done by the companies for their employees. The present movement toward what is called "industrial betterment" is an illustration of this. The railroads have already made some progress in this direction. With over 1,000,000 railroad employees, and at least 3,000,000 persons dependent upon their earnings, they have to do with the economic welfare of over one-twentieth of our population. Public sentiment will, therefore, justify any well-directed effort looking to the improvement of this class, in the efficiency of which the public is also directly interested. Railroad corporations see very clearly the economic advantage of performing for their employees and in aiding them to do for themselves many things that make for their greater safety and protection in an employment at best beset with peculiar dangers and difficulties. The following methods or agencies for relief in which the railroad companies participate may be mentioned: (1) The securing of accident insurance. (2) Hospital relief. (3) Insurance providing for sick and death benefits. (4) Pensions and superannuation funds. (5) Saving institutions.

The replies to the inquiry concerning what the railroads are doing in these directions at the present time came in response to the question, "What forms of company relief and insurance or beneficial associations are supported in part or in whole by the company?" This inquiry, addressed to 62 railways, brought replies from 40, which operate 112,353 miles of line and employ 633,023 employees. On 27 of these 40 roads, representing 64,158 miles of line and 323,359 employees, it would seem that nothing had been done directly by the companies, although some relief organizations had been established on at least 4 of these roads, but were supported entirely by the contributions of the employees. The replies from these 4 roads are as follows:

(1) *The Kansas City, Fort Scott and Memphis Railroad.*—For the care of sick and injured employees "The Employees' Hospital Association" was formed, and is supported by contributions from the employees, those receiving $50 per month or more paying 50 cents per month, and those receiving less than $50 and over $4.99 per month, 35 cents.

(2) *The Missouri Pacific Railway.*—The only relief association connected with the company is that of the hospital department, which is, however, entirely supported by the employees.

(3) *The Northern Pacific Railway Company.*—Officers and employees have an organization called "The Northern Pacific Beneficial Association," a self-supporting institution, having hospitals at Brainerd, Minn., and Missoula, Mont., with a large staff of physicians and surgeons at all important points.

(4) *The Oregon Railroad and Navigation Company.*—Free medical and surgical attendance and hospital privileges furnished to all employees in consideration of a deduction of 40 cents each from their monthly pay. These four roads operate 12,704 miles of line and employ 45,992 men. Another road, the Boston and Maine, has organized a relief association, but the company does not contribute to its support.

The thirteen railroad companies reporting some form of relief association in which the company participates are as follows:

(1) *The Atchison, Topeka and Santa Fé Railway System.*—The company operates a hospital association which is maintained by and operated for the benefit of its employees, who subscribe monthly to its support on a basis fixed by the amount of salary which they receive. The railway company has furnished ground and erected hospitals located at various convenient points along the line which have been donated to the hospital association, and which association is just about self-supporting. Aside from this there are no relief or insurance organizations.

(2) *The Atlantic Coast Line Railroad Company* has organized as a department of the service "The Atlantic Coast Line Relief Department."

(3) *The Chesapeake and Ohio Railway Company.*—The railway company has furnished for the use of its employees 2 hospital buildings and grounds which cost $40,000, and bears the cost of maintenance of the same. The railway company has also furnished for the use of its employees 6 Y. M. C. A. buildings and grounds, and bears the cost of maintenance of same.

(4) *The Chicago and Eastern Illinois Railroad Company.*—This company supports in part an accident insurance department. The amount of the support can not be definitely stated for any time. The company issues a policy providing certain benefits to employees in case of accident or to their families in case of death. Premiums are collected for this insurance on a regular schedule. This department was put in operation June 1, 1893, and is not self-sustaining, but the company pays all deficits. The company has also distributed $1,000 during each of the past 2 years among deserving employees who needed pecuniary assistance, and contributes to the support of railroad Y. M. C. A.'s. The company also has a corps of local surgeons at different points on the road, who render free service to employees in case of accident.

(5) *The Chicago, Burlington and Quincy Railroad Company* assists in providing insurance for its employees, and has organized what is known as "The Burlington Voluntary Relief Department" as a department of the service.

(6) *The Cleveland, Cincinnati, Chicago and St. Louis Railway.*—There is a mutual insurance company known as "The Big Four Mutual Insurance Company," and such employees of the company as desire may become members, but it is not compulsory. The railroad company contributes to its support by making up the annual deficit should there be any.

(7) *The Illinois Central Railway Company.*—The company has had under consideration for some years past the question of providing relief for its employees in case of sickness and support in old age, but up to the present time has not established a general system to meet these conditions. It has, however, on its Louisville division, at Paducah, Ky., a hospital founded by the cooperation of the employees of that division and the company which formerly owned the line that is self-supporting, is of much benefit to the employees of that division, and is an institution in which they take pride. The company has also made arrangements with a strong accident-insurance company whereby the most favorable rates are obtained for its employees on the entire system. Since May, 1893, the company has put prominently before its employees a practical plan whereby they can save small sums of money from their wages and buy shares of the company's stock, the company allowing them all the time they may want to pay for the stock by the payment of interest at the rate of 4 per cent per annum on the deferred payments, and with the option of withdrawing on demand the money so deposited, with accrued interest thereon. This opportunity to become part owners in the property of the company has been availed of by all classes of employees. On June 30, 1900, 3,090 shares of the company's stock had been purchased and paid for under this plan, the average cost to the purchaser having been $98.13 per share. The present market price of the stock is about $116 per share.

(8) *The Southern Pacific Company.*—The company maintains a hospital department. Its members contribute 50 cents a month, the company managing the department, furnishing office room free, transportation, and collecting and accounting for the funds free of charge.

(9) *The Texas and Pacific Railway Company.*—This company has hospitals for the benefit and use of sick and injured employees, which are partly supported by deductions from wages of employees, the balance being made up by the company. also, it has arrangements with various accident companies whereby the employees are insured at reasonable rates and under as favorable terms as possible.

(10) *The Pennsylvania Railroad Company.*—The company has established and contributes to the maintenance and support of a relief, insurance, and beneficial department for employees, known as "The Pennsylvania Railroad voluntary relief department," and also entirely maintains a pension department and has in operation an employees' saving fund.

(11) *The Denver and Rio Grande Railroad Company.*—The Denver and Rio

ande Railroad C ompany Employees' Relief Association provides medical care
d attention to any employee, on request, either at his home or in the hospitals
the relief association at different points on the road, for which a charge of 50
its a month is deducted from the wages of all employees.

(12) *The Plant System of Railways.*—The Plant System Relief and Hospital
partment, with sick and other benefits, medical attention, and hospitals sup-
rted by contributions from railroad and employees.

(13) *The Lehigh Valley Railroad Company* has inaugurated a relief fund for the
nefit of persons in the employ of the Lehigh Valley and associated companies.
is maintained by voluntary contributions from such persons and from the com-
nies themselves.

These 13 roads are among the larger railroad corporations of the country and
erate 48,195 miles of line and employ 309,664 men. Doubtless many of the roads
hich replied that they did nothing by way of direct company relief, have on their
nes organizations of their employees for hospital and other relief purposes, but
stained entirely by the employees; even in such cases the companies usually at
regular intervals contribute something, either by gifts of ground or memorial
uildings, especially to the hospital associations.

I. Accident insurance.—Taking up for further discussion the various forms
f company relief indicated in the above replies, we have first of all to discuss the
rovision made for accident insurance. Of the companies already mentioned, that
f the Chicago and Eastern Illinois Railroad Company is worthy of special men-
ion, because the company itself apparently carries the insurance. The company
sues a policy providing for certain benefits in case of accident and for certain
eath benefits payable to the families of their employees in case of death. The
ollowing are the sample forms of application blanks and certificates for these
olicies:

1 D 3 ONE PER CENT.

Residence —— 190—. No. 48176.

I hereby apply to the Chicago and Eastern Illinois Railroad Company for an accident insurance policy, and request said company to advance for me the premium thereon, as hereinafter specified; and I agree to accept said policy subject to all its conditions and provisions.

Death loss under such policy, if any, to be made payable to —— if —— survive me; otherwise to my legal representatives.

I hereby authorize and direct the paymaster of said company to deduct from my pay each month, so long as I shall remain in the service of said company, and until such policy shall be canceled by said company in accordance with the provisions thereof, one per cent of my usual monthly wages. For the purposes of such insurance I hereby agree that $—— shall be considered to be my usual monthly wages, and shall be the basis for the computation of all premiums and benefits to be paid under such policy.

Signature ——. Employed as ——.

RATES OF PREMIUM.

Office men, station men, passenger conductors, tower men, and flagmen	½ per cent of wages.
Freight train men and switchmen	2 per cent " "
All others	1 per cent " "

☞The applicant must sign his own name in full if he can write. If he can not write, he must make his mark, which must be witnessed.

☞READ CONDITIONS CAREFULLY.

Form 1 D 8.

No. ——. $—— per month.

This is to certify: That ——, employed by the CHICAGO AND EASTERN ILLINOIS RAILROAD COMPANY as ——, residing at ——, is insured, subject to the conditions hereinafter mentioned, against accidents resulting in bodily injury or death.

By the terms of his insurance said insured will receive, through the paymaster of said Chicago and Eastern Illinois Railroad Company (on regular pay days only), in case he shall sustain accidental injury at any time after the date hereof, and while he remains in the employ of said company (unless this certificate shall be sooner canceled, as hereinafter provided), the following benefits:

1. In case of accidental injury not resulting in death, one-half of his usual wages during such time (not exceeding fifty weeks) as he shall be totally and *necessarily disabled from all work by reason of such injury; the total in no event to exceed* the sum of one thousand dollars. Such benefit shall not accrue nor be payable except on presentation of certificate of attending surgeon as to consequent disability, and the certificate of the local surgeon of the Chicago and Eastern Illinois Railroad Company shall determine the period of such disability.

2. In case of accidental injury resulting in death, —— of insured, if surviving, otherwise the legal representatives of said insured, will receive one-half of his usual wages for one year (less such amounts as shall have been paid to said insured by reason of such injury during his lifetime); said company will also pay funeral expenses and doctor's bills (not exceeding one hundred dollars), *the total in no event to exceed* the sum of one thousand dollars.

For the purposes of this insurance it is hereby agreed that —— dollars per month shall be considered to be the "usual wages" of said insured, and shall be the basis for the computation of all premiums and benefits to be paid hereunder.

Such benefits shall not accrue except for accidental injury sustained by said insured *while he is*

actually engaged in the service of said company, nor unless immediate notice of such injury shall be given by said insured to his superior officer.

No benefits shall accrue hereunder for any injury that may be sustained by said insured by reason of the act of God, or of accident occurring as the result of a riot or other violation of law.

This insurance does not cover injury of which there is no visible mark on the body.

Whenever said insured shall change his employment in said company's service he must make application for a new certificate.

Said company reserves the right to cancel this certificate at any time, provided that thirty days' notice of such cancellation be given to said insured by written notice delivered to him, or by printed notices posted on its various bulletin boards, and at the stations on its railroad.

This certificate is issued in accordance with the application of said insured and bears same date.

Dated at Chicago, Illinois, this —— day of June, 1901.

CHICAGO AND EASTERN ILLINOIS RAILROAD COMPANY,

By ——— ———,

2d Vice-Pres't and Treasurer

This certificate will not be valid unless countersigned by ———.

Countersigned:

———— ————.

As already stated in the reply of this company, quoted above, the company makes itself liable for all deficits, inasmuch as this form of insurance is not self-sustaining on the basis of the premiums charged, as indicated on the application blanks. The department was put in operation June 1, 1893, and up to January 1, 1901, the company had contributed the sum of $3,065.59 over and above premium receipts.

The Illinois Central Railroad Company has simply made arrangements with a strong accident-insurance company whereby the most favorable rates are obtained for its employees on the entire system. The same is true of the Texas and Pacific Railway Company. Many railway companies urge their employees to carry policies in life and accident insurance companies. In some cases the railway corporations collect the premiums on these policies by deducting the amounts from the wages of the employees, handing them over to the insurance companies. The Ann Arbor Railroad requires all employees in the train service to carry such policies in a regular specified insurance company. The Cincinnati, New Orleans and Texas Pacific Railway for some years past has encouraged various accident and life insurance companies to do business on its roads, assisting them in securing as many policies as possible, and collecting premiums without charge. It was, furthermore, announced on July 12, 1897, that the receiver of the road had arranged with the Railway Officials and Accident Association, of Indianapolis, to issue policies of insurance upon the conductors, engineers, firemen, brakemen, bridge carpenters and signalmen, yardmen and foremen in its employ, at the regular rates, and that the railway company would, until further notice, pay 45 per cent of the premiums named in the policies. Employees are not compelled to insure, but if they do they are obliged to pay only 55 per cent of the regular premiums. All occupations in the railroad service are classified, and the premiums vary with the degree of hazardness of each class of labor.[1]

The Railroad Gazette of November 3, 1899, gives an account of the plan adopted by the Chicago and Alton Railroad Company, in which it says:

The Chicago and Alton has notified its employees that it will aid them in securing life and accident insurance. The terms on which this is to be done are set forth in a circular which reads:

"The company has entered into a contract with the Ætna Life Insurance Company, of Hartford, Conn., the largest company in the United States issuing both life and accident policies, whereby all employees may obtain insurance upon most favorable terms. To aid its employees to secure the best accident insurance at the lowest rates, the company will bear one-half of the premium of the insurance company for all conductors, baggagemen, brakemen, engineers, firemen, bridge carpenters, and yardforemen and switchmen; and for all other employees, on account of the low rates of premium to them, it will bear 30 per cent of the premium. In connection with this accident insurance the management has also provided for the issuance to those of its employees who may desire it, a term life policy, insuring for a term of not exceeding five years, the employee against death from natural causes; and in aid of the employee desiring the term life policy, the company will bear one-half of the premium for the first year, the employee paying the premium for all subsequent years during the term. This term life policy, however, will be issued only to such as hold an accident policy in the Ætna Life Insurance Company, as provided for by this company, and for the same amount. The management offers this opportunity (it is in no respect compulsory), believing the faithful service of its employees, in all departments, warrants it in rendering them substantial aid in the protection of their families and of themselves."

The Union Pacific Railroad Company has also recently put into force (January 1, 1901) a plan whereby its employees obtain accident insurance policies partly at the expense of the company. The company pays one-third of the premium for those in the most hazardous occupation and one-fourth of the premiums in all other cases where the cost of the insurance is lower.

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[1] See article on Brotherhood Relief and Insurance of Railway Employees, by Prof. E. R. Johnson, labor bulletin, July, 1898.

Especially in justification of this kind of insurance, and, indeed, applicable to ll forms of company relief, it may be said that railroad men as a class need some timulus to make them protect themselves properly against the risks of their ccupation and to enable them to overcome the obstacles they sometimes meet ith in applying for ordinary insurance.

As a class, the railroad employees are comparatively well paid. Many branches f the service require a certain degree of intelligence which entitles the possessor o good wages. But in spite of the economically favorable position of the greater umber of railroad employees, they seem, as a class, to be proverbially improvi- ent and indisposed to systematic saving, unless by means of some quasi-obliga- ory arrangement, such as dues to a beneficial society. Their itinerant life is not onducive of regular, thrifty habits. Their wages vary greatly, according to the luctuating activity of the lines with which they are connected. Formerly, when ccidents, sickness, or death, resulting from one or the other, overtook the rail- way employee, this calamity was frequently altogether unprepared for; and par- icularly in the case where a wife or family was dependent upon the wage-earner the economic consequences of such a misfortune were disastrous. Not only on account of the danger of accident usually associated with railway labor, and which, no doubt, leads the insurance companies to consider this occupation as hazardous, but because of the exposure of many railroad employees to the inclemencies of the weather in a manner adapted to the contraction of illnesses, some provision against calamity has generally been considered necessary. Such provision could, of course, be made by railway employees themselves. The insurance companies, the savings banks, the beneficial associations—all these are open to them for this purpose. Railway employees are, however, a class by them- selves, with special needs and special conditions of existence; they are naturally drawn together by a community of interests. Where they have seen fit to enter beneficial organizations, they have consequently drawn together into brother- hoods exclusively organized for railroad men—for engineers, for firemen, etc. These brotherhoods invariably have, as one of their principal objects, relief in case of accident, sickness, or death.[1] Besides these brotherhoods and various orders of railway employees which are doing good work in their respective fields of mutual assistance, there are in the United States numerous local organizations which furnish aid in a small way to railway employees and their families.

The general life and accident insurance companies charge for railroad employees rates which are almost prohibitive, and in connection with them the collection of benefits is too often accompanied with delay, annoyance, and expense. Nor do railroad employees frequently patronize the mutual benefit associations of a gen- eral character, because many of them are unreliable and not based on sound financial principles. Toward savings banks railroad men often feel a certain mistrust, or are kept from depositing in them because of inconvenient location or want of familiarity with business methods.

II. **Hospital relief.**—Such relief is one of the oldest forms, and is very general. It is frequently organized exclusively by the employees themselves, but frequently with some aid from the companies. The usual plan is for employees, under the direction of the company, to form an association to provide hospital accommoda- tions for sick and injured employees of certain classes. The company then directs that a specific deduction from the monthly pay of employees in these classes be made and then aids the hospital association, sometimes with gifts of land or build- ings or both, and sometimes by way of making up annual deficits to provide the amount of relief actually needed.

The rules of the Kansas City, Fort Scott and Memphis Railroad Company Employees' Hospital Association as adopted August 1, 1897, declare that since the association has agreed to furnish necessary medical, surgical, and hospital treat- ment to such employees of the associated companies as may be ill or injured while in the service, and to erect and maintain hospitals for the use of such ill and injured, and such plan having received the consent of the employees, a deduction shall be made on the pay rolls of each company from the pay of employees, as fol- lows: 50 cents per month when pay amounts to $50, and 35 cents when over $5 and less than $50. The railroad companies agree to contribute to the hospital association the sum of $500 annually. Ill and injured employees are entitled to hospital care and treatment free of charge for a term not exceeding 1 year continuously, unless by permission of the board of trustees of such hospital association, so long as they continue to obey the rules established for their protection and require surgical or medical treatment. Foremen are supplied with blank certificates, which, when filled out, entitle an employee to receive from the head of his department free

[1] See section 10 of this report.

transportation over the company's lines to the hospital, which in dangerous emergency cases may be telegraphed for. Minute instructions to conductors of trains with reference to summoning emergency aid from surgeons or getting injured employees to the emergency hospitals and finally to the general hospitals are prescribed in the book of rules. Employees are entitled to receive medicine upon a prescription from a regular physician when forwarded to the hospital or nearest dispensary, provided the proper certificate, signed by the employees' foreman or superior officer, shows that he is entitled to it, and provided also that prescriptions for patent or proprietary medicines are filled. Medicine is forwarded by train without charge. The general hospital of the association is located at Kansas City, but emergency hospitals are located at Fort Scott, Kans.; Springfield, Mo.; Memphis, Tenn., and Birmingham, Ala., and in addition to these there are a number of dispensaries.

The employees' relief association of the Denver and Rio Grande Railroad Company in its constitution, revised September, 1890, provides that members shall pay monthly dues amounting to 50 cents for each employee, provided those who work less than one-half a month shall pay one-half the full rate, and those who work more than half a month shall pay the full rate. Such amounts are deducted from the pay roll, but no payment is required in any month where there is no time reported upon the rolls for the employee. The association is controlled by a board of 11 trustees, 6 of whom must be employees, 2 each from the three departments, machinery and car department, engineering and maintenance-of-way department, and transportation department. The general manager of the road appoints the additional 5 trustees, all of whom serve for one year. All hospitals, dispensaries, and medical and surgical treatments, including furnishing of all medicines, are, by the rules and regulations, under the control and direction of the medical department of the company. Sick and disabled employees are entitled to treatment free of expense other than the monthly dues as provided. The hospitals of the company are governed by the rules of the hospitals association, which has also power to establish additional hospitals. The benefits and relief furnished to all contributing employees of the Denver and Rio Grande Railroad are such as prescribed by the board of trustees in their by-laws and rules, provided that the benefits and relief, as enumerated in the rules of the company, as follows, are guaranteed.

First. Sick employees will be treated at the hospitals of the association, or at the office of the medical staff, by the physicians and surgeons of the association, free of charge; provided, that relief shall be withheld, except as hereinafter provided, from persons afflicted with chronic diseases, or diseases contracted prior to entrance into the service of the company, and from those afflicted with venereal or contagious diseases, and from those whose sickness, disability, or death results from intoxication or the intemperate use of stimulants or narcotics, or by the hand of justice.

Second. Employees disabled by accident will be treated at their homes, if practicable; otherwise at a hospital of the association.

Third. Medicines will be furnished free from the dispensaries of the association on the prescription of any surgeon of the association.

Fourth. At points where there may be no dispensary of the association and no company physician, all reasonable expenses of sick or disabled employees at such points for treatment and medicines will be defrayed from the fund hereby created, on order of the chief surgeon; provided, that if, in the opinion of the chief surgeon, it is advisable to remove the patient to an association hospital, in that case it shall be done; otherwise the fund hereby created shall not be liable for the expenses incurred.

Fifth. Employees shall be entitled to free vaccination. Smallpox is a contagious disease provided for by the municipal authorities, and will not be cared for at the expense of the association.

Sixth. No greater sum than $25 will be allowed from the relief fund for funeral expenses of deceased employees from accident in line of duty, or from sickness contracted during employment, and that only in case of necessity.

Seventh. Employees who shall become intoxicated in the hospital, or become insubordinate to the rules thereof, may be discharged therefrom and excluded from the benefits of the fund at once, upon the order of the chief surgeon.

The Southern Pacific Company has a hospital association organized on essentially the same plan as that just described. The contribution of 50 cents a month is collected from all officials and employees with the exception of Chinese and those excluded from all benefits by direction of the chief surgeon. The contribution is due on the third day after entering the employ of the company, and is collected for that month and monthly thereafter by deduction on pay roll; but contributions are not collected for time away from duty on account of sickness or injury after the month in which same commenced. Benefits provided for contributors to the fund as subject to the regulations are: Hospital treatment, medical and surgical treatment outside the hospital, special treatment at the Hot Springs sanitarium, medicine and surgical dressings, artificial limbs and appliances.

The Northern Pacific has a beneficial association whose object is the medical and surgical care of its members and provision for burial expenses at their death. It operates also the hospital of the Northern Pacific Railway at Missoula and the one at Brainerd for the gratuitous care and treatment of its members, but takes

to these hospitals other persons as pay patients. All officers and employees are eligible to membership on approval of the board of managers, and pay monthly dues of 25 cents where the monthly compensation is less than $25; 50 cents where the monthly compensation is over $25 and less than $100; $1 where compensation is over $100 and less than $200, and $2 where the monthly compensation is over $200. The dues are deducted from the monthly salary or wages of each officer and employee, but no payment is required when wages are not received. The association is controlled by a board of 19 managers, ten of whom are elected, one each by ten groups of employees (conductors, brakemen, etc., acting as separate groups), and eight appointed by the second vice-president of the company. The eighteenth annual report of this association for the fiscal year ending June 30, 1900, showed receipts for the year amounting to $122,000 and expenses of $99,000, leaving a surplus of nearly $23,000. Twenty-two thousand two hundred and eighty-two cases were treated during the year.

The Chesapeake and Ohio Railway Company has furnished for the use of its employees two hospital buildings and grounds. "This company," declared Mr. Melville E. Ingalls, president of the Cleveland, Chicago, Cincinnati and St. Louis, and of the Chesapeake and Ohio Railroad Companies, in his testimony before the Industrial Commission in 1899, "has had rather interesting and successful results with its hospital system. Our general manager got very much interested in it and he took it up with the heads of these different brotherhoods and their representatives, and they appointed committees which examined into the different systems. They finally agreed to it and fixed a form of assessment on those that belonged. We gave them a hospital at Clifton Forge which cost us $75,000, and which, I think, is as complete a hospital as there is in America. Everybody that can be is sent there, and medicines are distributed from there. They have a good surgeon and trained nurses. It has been running now for two years, and we are establishing branches at other places. It has really been a wonderful success." The hospital is maintained by assessment on the employees, taken from their wages, and varying from $6, paid by the president, down to 10 cents on some of the men. Membership, however, is optional; it entitles to the privileges of going to the hospital and being taken care of until discharged by the surgeon, without any charge. Members may also have medicines sent to them at the request of the local surgeons. If they are injured at a distance from the hospital, arrangements have been made by which private hospitals take care of them, and the expense is paid out of the fund, which has already accumulated a surplus.

The New York Central and Hudson River Railroad Company, whose lines run through a thickly settled country well supplied with hospitals at all points, has made arrangements with numerous hospitals by which injured men are taken care of.

The Illinois Central Railroad Company has a hospital founded by the cooperation of the employees of its Louisville Division and the company which formerly owned the line. This hospital is self-supporting.

The Oregon Railroad and Navigation Company furnishes free medical and surgical attendance and hospital privileges to all employees in consideration of a deduction of 40 cents each from their monthly pay.

The Texas and Pacific Railway Company has hospitals for the benefit and use of sick and injured employees, which are partly supported by deductions from the wages of employees, the balance being made up by the company.

The Missouri Pacific Railway Company has a hospital department entirely supported by employees.

The regulations of these associations just enumerated almost invariably state that no relief is due to persons afflicted with chronic diseases, or diseases contracted prior to entrance into the service of the railroad company. Relief is likewise withheld, except in special cases, from those afflicted with venereal or contagious diseases, and from those whose sickness, disability, or death results from intoxication or the intemperate use of stimulants or narcotics, or by the hand of justice.

III. Railway relief departments.—However creditable and important railroad hospitals may be, it can not be maintained that they are a sufficient guaranty against the misfortunes due to the sickness, disablement, or death of railroad employees. For there are others dependent upon the wage-earner, whose economic position becomes disastrous when he is unable to furnish them with the means of subsistence. No matter how well the sick or injured employee may be attended to, or how frequently the company or hospital association may help in case of death to bear the expense of his burial, the wife and children, or perhaps the mother and father, to whose support he contributed, will oftentimes fall into dire want. Hence the general desire among railroad employees to secure financial aid in case of sickness or accident and to obtain a life insurance that

would protect their dependents against want. Any scheme for complete protection—sure, prompt, and substantial benefits—must appeal to them strongly. Considerations of this sort led them to perceive the advantages of establishing, by periodical payments a fund destined to counteract the disastrous economic effects of death or involuntary unemployment caused by injury or disease. Under the intelligent guidance of railway officials some of our railway systems have taken the matter in hand and led to the formation of so-called railway relief departments. These "departments," which generally form part of the railway service, represent the application of the insurance principle to railway employees. That is, the purpose of enabling them to contribute definite sums from their monthly wages to a fund administered by the department for the benefit of its members. Before the passage of the law of 1898, membership in some of these relief departments was compulsory upon all persons entering the employ of the railway company; now, by the provisions of that law forbidding compulsion, they are at least ostensibly, voluntary organizations.

Philanthropic motives have perhaps played some part in determining railway companies to establish relief departments. It is probable, however, that an intelligent, broad conception of the interests of the company has been more potent in this direction. "The directors of some railways, at least," says Prof. Emory R. Johnson, of the University of Pennsylvania,[1] "became convinced that the best interests of the roads, even when these interests were viewed strictly from a business standpoint, required that the employed should be connected with the companies they serve by some other bond than that created by the payment of current wages, and the companies thus realized that their greater good required them to identify as fully as possible their own and their employees' interests. Indeed, in this way only is it possible to create such an esprit de corps as makes strikes impossible and prompts men to give their employers the highest possible grade of service. In 1889 Mr. E. P. Ripley, general manager of the Chicago, Burlington and Quincy Railroad, stated that the object of the company in establishing a relief department was to enable its employees to make provision for themselves and families at the least possible cost to them in the event of sickness, accident, or death. The company has established this department not only because it has the interest of its employees at heart, but because it believes that the department will serve to retain and attract a good class of employees, lessen the amount of discontent caused by improvidence, diminish the amount of litigation in cases of accident, and increase the good will of the employees toward the company and their confidence in the good will of the company toward them."

A. HISTORY AND ORGANIZATION OF RELIEF DEPARTMENTS.—Most railroad companies, when an employee is disabled, make it a point to find him a place in their employ which he can fill notwithstanding this disablement. The loss of an arm, for example, would incapacitate him for hard labor, and in such an event the company would give him a position as watchman or something of that sort. It has been a general practice to collect voluntary subscriptions from friends and associates when an employee meets with disablement or death; and as a rule the corporations make contributions in aid of needy employees or their dependents, especially when a man has been in their employ for a long time.

The insufficiency of such arrangements, however, was long ago felt by the employees and the management of a number of our most important railroad systems, particularly in view of the successful organization and effective working of systematic relief departments in connection with British, Continental European, and Canadian railways. As early as 1850 there were relief associations of this kind in England. The Canadian Grand Trunk Railway organized an employees' accident insurance association in 1878.

Baltimore and Ohio.—It seems that the first organization of this nature in the United States, in connection with a great railroad system, was the Employees' Relief Association of the Baltimore and Ohio Company. Dr. W. T. Barnard, of Baltimore, who had made a careful examination of similar schemes as practiced in other countries, was chiefly instrumental in the establishment of this association on May 1, 1880. Membership was at first voluntary for officials receiving over $2,000 annually and those whose duties did not expose them to accident. Later membership in the association was made compulsory upon every person promoted or who entered the permanent employ of the company. Since the passage of the United States arbitration act of June 1, 1898, such compulsion is pro-

[1] In the Bulletin of the Department of Labor, No. 8, January, 1897, article on "Railway relief departments," p. 41; Professor Johnson has also discussed the early history of railway relief departments in a paper published in the Annals of the American Academy of Political and Social Science, vol. v, p. 424. It is not necessary here to more than briefly refer to that phase of the question.

ited. Before the enactment of this law, half the departments then in existence
1 compulsory membership, while the others were voluntary. The charter of
Baltimore and Ohio association, of May 3, 1882, was repealed in 1888; where-
on the railroad company on March 15, 1889, established a relief department as a
ular part of its service, assuming the liabilities of the association, concluding
existence, and receiving into membership about 95 per cent of those who
longed to the association, i. e. 19,467 out of 20,606.

"At first the railroad company paid all the operating expenses of the associa-
n, but when the pension feature was introduced about October, 1884, the com-
ny ceased to pay the operating expenses, which since then have been paid from
e contributions of members, while a portion of the amount formerly paid by
e company for operating expenses was applied to the payment of pensions."[1]
The old association contemplated an elaborate annuity and superannuation
heme in connection with the ordinary relief features, but this was a failure;
id afterwards the present pension feature, which is very simple and by no
eans as comprehensive, was established. The department is now operated as a
epartment of the company's service. The company gives the service of its offi-
rs and employees on the lines, furnishes office room, furniture, and use of facil-
ies, such as mail and telegraph, becomes the custodian of the funds, and guar-
ntees the obligations of the department. The company also contributes $6,000
year for the support of the "Relief feature," and $2,500 annually to cover the
xpense of the physical examination of employees. For the support of the "Pen-
ion feature," the company annually appropriates $25,000. If the relief feature
oes not need any or all of the $6,000 apportioned to it, the part not needed is
urned over to the pension feature.

There are three sections of the department, namely: The relief feature, the
ension feature (both of which have been mentioned), and the savings feature.
The whole department is now under the charge and financial control of a com-
nittee of the president and directors of the company. The officers of the depart-
ment are appointed by the president. There are also 2 advisory committees, 1
for the lines east of the Ohio River, and 1 for the lines west of the river. These
advisory committees consist of 7 members each, namely, the general manager
of the divisions or lines represented, and 6 chosen annually from among the
members. Two are chosen from the machinery department, 2 from the trans-
portation department, and 2 from the road department by the members of these
respective departments of the relief feature. The superintendent of the relief
department has immediate charge of the conduct of business, but appeal may be
had from his decision to the advisory committee; and if the advisory committee,
upon investigation, considers the appeal well founded, it reports the matter fully,
in writing, to the committee of the president and directors, whose decision is
final. The advisory committee may also make recommendations with reference
to the general business of the department to the committee of the president and
directors, and examines into and reports on such matters as this committee may
refer to it.

The relief feature affords relief to its members on account of disability from
sickness or accident, and to the families of members in the event of their death.
The savings feature enables the employees and their near relatives to deposit sav-
ings and earn interest, and enables employees to borrow money, at moderate rates
and under favorable conditions of payment, for the purpose of buying or improv-
ing a homestead or freeing it from debt. The pension feature makes provision
for certain employees who, by reason of age or infirmity, are relieved or retire
from the service of the company.

The *Pennsylvania Railroad Voluntary Relief Department*, comprising the relief
work of the Pennsylvania Railroad lines east of Pittsburg and Erie, the North-
ern Central, the Philadelphia, Wilmington and Baltimore, and the West Jersey
and Seashore lines, was founded in the early part of 1886. The subject of provid-
ing some aid for worthy employees in case of death or disablement by accident or
sickness had been urged upon the management of the Pennsylvania Railroad
Company by the employees of that road as far back as 1876. The subject was
taken up from time to time, and the plan finally adopted was largely due to
Mr. J. A. Anderson, of Trenton, N. J., who has continuously been the superin-
tendent of the department until January 1, 1900. When the Employees' Relief
Association of the Baltimore and Ohio Railroad became a department of the
company's service, in 1889, Mr. Anderson's plans were used as a model. Indeed,
the similarity, not only in general outline but in many points of detail, between

[1] J. C. Bartlett, "Railway Relief Departments," a paper read before the St. Louis Railway Club, February 12, 1897.

the Pennsylvania plan and relief schemes adopted in connection with other [illegible] testifies to the excellence of the plan prepared by Mr. Anderson. He saw the weaknesses of the association scheme and recommended the department arrangement from the outset. The relief department is consequently a distinct department of the company's service; it is operated by the company and is in the executive charge of a superintendent appointed by the boards of directors; it is subject to the business control of the general manager. The object of the department is declared to be "the establishment and management of a fund to be known as the relief fund, for the payment of definite amounts to employees contributing to the fund, who under the regulations shall be entitled thereto when they are disabled by accident or sickness, and in the event of their death to the relatives or other beneficiaries" specified in their applications.

The relief fund is formed (*a*) by voluntary contributions from employees; (*b*) by appropriations, when necessary to make up any deficit, from the company; and (*c*) income or profit derived from the investment of the moneys of the fund and such gifts or legacies as may be made to the company for the use of the fund. The company not only takes general charge of the department, but guarantees the fulfillment of the obligations assumed by it in conformity with the regulations, manages the funds, and is responsible for their safe-keeping, supplies the necessary facilities for conducting the business of the department, and pays all the operating expenses thereof. The final control centers in an advisory committee, composed of the general manager, who is ex-officio member and chairman of the committee, and 12 other members, 6 of whom are chosen by the representative companies and 6 by the relief-fund members from among themselves.[1] The advisory committee has general supervision of the operations of the department and sees that they are conducted in accordance with the regulations. The moneys received for the relief fund are held by the company in trust for the relief department. The advisory committee directs the investment, and any changes therein, of money which is not required to be kept on hand for current use. The company being the trustee and guarantor of the fund, the investments are made in such securities as are approved by the board of directors, and are made in the name of the company, "in trust for the relief department." The superintendent of the relief department is secretary of the advisory committee.

The business operations of the department are divided into periods of 3 years. If the fund is not sufficient to pay the benefits, the company pays them as they become due, and if at the end of any period of 3 years a deficiency exists, the company, having paid it as it accrued, charges the amount to itself, thereby giving the amount of the deficiency to the relief fund, which starts off afresh for another period of 3 years. If at the end of any such period, however, there should be a surplus, after making due allowance for liabilities incurred and not paid, such surplus is not used to make up any deficiency in any other such period, but is placed in a fund known as the relief fund surplus. The interest upon this fund on January 1, 1900, constitutes a superannuation fund, from which are paid the superannuation allowances authorized by the regulations..

Only employees may become members. Membership in the relief fund is entirely voluntary, and any employee may enter who is under 45 years of age and who passes a satisfactory physical examination.

The aid of the company in maintaining the department represents items of no mean importance. In the first place, the maintenance of the department as a part of the company's service and without expense to its members, represents a value of about $100,000 annually, and insures to the department the assistance of the entire organization of the railways in carrying on its work. Secondly, the company pays interest on money held in trust. Thirdly, the company guarantees the payment of all benefits promised by the department and agrees to make up any deficiencies which the funds may have at the end of each period of 3 years.

The Pennsylvania lines west of Pittsburg and Erie have the same kind of a voluntary relief department as that just outlined. It was established April 16, 1889, and extends to the Pittsburg, Cincinnati, Chicago and St. Louis Railway, as well as to the Pennsylvania company. It went into operation July 1, 1889.

The *Burlington Voluntary Relief Department*, established in connection with the Chicago, Burlington and Quincy Railroad Company, on March 15, 1889, and which began operations June 1, 1889, includes not only the above-mentioned company, but also the following lines: Hannibal and St. Joseph; Kansas City, St. Joseph and Council Bluffs; St. Louis, Keokuk and Northwestern; Chicago, Burlington and Kansas City; the Keokuk and Western, and the Chicago, Burlington

[1] In balloting for members of the committee, each contributing employee, member of the relief fund, shall be entitled to cast one vote.

d Northern. Here, too, Mr. Anderson's plan served as a model, with certain odifications, to which further reference will be made.

The *Philadelphia and Reading Railroad Relief Department* was organized Octo- r 30, 1888, in Reading, Pa., at a meeting of the representatives of the employees the various divisions and departments of the company's service. The depart- ent includes the permanent employees of this company and of its affiliated, con- olled, and leased lines. The Reading, like the Baltimore and Ohio, and unlike ie two Pennsylvania and the Burlington departments, originally made member- ip compulsory upon those subsequently entering the permanent service of the mpany. By the act of 1898 such compulsion has become illegal. The Read- g's relief department is in charge of a superintendent appointed by the first ice-president, and subject to the control of the advisory committee. This com- ittee is composed of 15 members, 8 of whom are chosen annually by the mem- ers of the relief fund and 6 by the board of directors. The first vice-president chairman of the committee. This committee seems to have more complete harge of the relief department than is the case in any other of the systems. All ontroversies are decided by it; it directs the investment of current funds not eeded for immediate use and determines how the surplus shall be used. The perating expenses of the department are paid in part by the company and in art by the contributions of the members. The company does not guarantee he payment of benefits and deficiencies. But it contributed to the fund 10 per ent of the amount contributed by the members, until this amount reached 1,000,000; since then it has regularly contributed 5 per cent as much as the nembers.

The *Plant System Relief and Hospital Department* was established July 1, 1896. It is similar in plan to the Baltimore and Ohio's department, although there are some important differences. The Plant System and its employees maintained a hospital for 15 years. In 1895 a second hospital was erected, and in 1896 it became necessary to add 2 more. It was then that Mr. Plant decided to establish a relief department, which at the same time should manage these 4 hospitals. The regulations made membership voluntary with all employees then in the service, and compulsory on all new employees as a condition of promotion. Ninety-five per cent of the employees are said to have joined voluntarily within a few months. The Plant System includes 4 steamship lines and 13 railroad companies, owning in all 2,000 miles of road. The relief and hospital department includes the employees of both the steamship and railroad companies.

The *Atlantic Coast Line Relief Department*, founded March 10, 1899, includes employees of the following companies: Wilmington and Weldon, Atlantic Coast Line Railroad Company of Virginia, Atlantic Coast Line Railroad Company of South Carolina, and the Norfolk and Carolina. Its organization closely follows that of the Pennsylvania department. Part of the fund is used to maintain hospitals built and equipped by the company, to which sick and injured members may be sent. If any persons not members of the fund are treated in the hospitals, the expense of their treatment is paid into the fund. There is no provision for a superannuation allowance such as is provided for by the Pennsylvania system.

Besides these seven important relief departments thus briefly outlined, similar schemes have been established in connection with other railway systems.

The *Relief Fund of the Lehigh Valley Railroad Company and Associated Companies* is maintained for the benefit of contributors injured by accident while on duty and for the families of such contributors as may lose their lives by such accidents. Persons suffering from illness not resulting from accident, even though this illness be contracted while on duty, are not entitled to relief. The company and subscribing employees contribute equal amounts to the maintenance of the fund. Every person in the employ of the company (and including the associated lines) may become a member. Each class of persons employed by the company on each road may elect one of their number to act as their representative, in connection with the superintendent or assistant superintendent of that road or division, in managing and drawing money from the fund. The expense of managing the fund and keeping it is borne by the company. The method of contribution differs from that prescribed by the other departments, inasmuch as the company can make a call for the payment of fixed contributions whenever the fund shall become so reduced as to need replenishing. The payments occur, therefore, at irregular intervals. But whenever payments are called for, each contributor may renew his contribution, or not, just as he chooses. Withdrawal, however, means the forfeiture of benefits.

Inasmuch as the Lehigh Valley relief fund in this general plan of organization

is not discussed in great detail by Professor Johnson in the papers referred to in the footnote on page 874, the following statement of the plan as announced to its employees may be given. This went into effect May 1, 1896:

First. This relief fund is established and maintained by voluntary contributions from persons in the employ of either of these companies and from the companies themselves, for the benefit of such contributors in the employ of either company who may be injured by accidents occurring to them while in the discharge of their duty to the company (and they shall for this purpose be considered to be on duty while upon the company's premises going to or returning from their daily work), and the families of those contributors who may lose their lives by such accidents. An accident as contemplated by this plan, is a bodily injury caused solely by external, violent, and accidental means, which may include sunstroke and freezing; and persons suffering from illness not resulting from such causes as aforesaid, even though contracted while on duty, are not entitled to relief hereunder.

Second. Every person employed by either of the companies in any manner, may, if so disposed, at any time subscribe to the said fund the amount of one day's wages or less, but in no case is the amount subscribed to the fund to exceed $3. The amount so subscribed to be taken from the pay roll for the month. Each of the companies will, at all times contribute to said fund an amount equal to the aggregate of that paid in by all of the contributors in their employ.

Third. Each class of persons employed by the company on each road, division, or canal, such as engineers, firemen, conductors of each class of trains, baggage masters, brakemen of each class of trains, track foremen, laborers of each kind; mechanics of each kind, etc., may, after the first year made in each year, elect one of their number to act as their representative, in connection with the superintendent or assistant superintendent of that road or division, in managing and drawing money from the fund; such representative to hold his appointment until his successor is elected in the same manner. Should the office of representative become vacant at any time, it may be filled by a special election. In case of vacancy in the office of representative, by reason of failure to elect on the part of any one or more of the classes of employees referred to or for other cause, the superintendent of the road or division shall appoint some suitable person to fill the vacancy.

Fourth. The money so raised shall be kept, without expense to the fund, by an officer of the Lehigh Valley Railroad Company, to be designated by the president of said company, and shall be subject at all times to the written orders drawn upon it, in accordance with these rules, jointly by the superintendent or assistant superintendent of the road or division to which the entitled person is attached and the representative on that road or division of the class to which the entitled person belongs; and in every case some person having personal knowledge of the accident shall sign the order. said order to be approved by the general superintendent, and in case of accident (not fatal) to be accompanied by a certificate signed by the physician who attended to the case, stating the total disability of the employee to work during the period covered by the certificate.

The superintendent or assistant superintendent of the road or division and the representative together shall determine when such payment shall cease.

Fifth. No money shall be paid out of the fund except upon such joint written orders of a superintendent or assistant superintendent and of the proper representative, approved by the general superintendent as above stated, and no one shall be entitled to the benefit of the fund except the employees of either of said companies who shall have contributed to the fund on or subsequent to the last previous call and before the time of their accident, and who shall have been accidentally injured while in the discharge of their duty to the company; second, widows, children, and other relatives of such contributors so injured or killed, as specified in section sixth.

Sixth. The money of the fund shall be appropriated and drawn out, as provided in sections fourth and fifth, for the benefit of those entitled to it, as follows, viz: In case of a disabling accident occurring under the circumstances mentioned in section first to a contributor not in arrears to the fund, he shall be allowed from the fund three-fourths as much per day as that contributed by him to the fund, for every working day during his total disability to work, but not longer than for the period of nine months, but in no case will Sunday be counted in as a working day. The amount of the bills of physicians and surgeons for services rendered in consequence of such accident shall be deducted from such allowance and applied to the payment of such bills. In case such accident results in the loss of a limb which can be artificially replaced, appropriation and payment shall also be made from the fund for the purchase of a proper artificial limb. In case such accident results in the death of such contributor not in arrears to the fund, such death occurring at once or within six months from the time of accident, $50 shall be appropriated and paid from the fund for his funeral and other immediate expenses; and in addition to such payment there shall be appropriated monthly for two years from the time of his decease an allowance for every working day at the daily rate of three-fourths the amount of his contribution. The amount of the bills of physicians and surgeons for services rendered in consequence of such accident shall be deducted from such appropriation and applied to the payment of such bills; and the balance remaining shall be paid to the following-described persons in the order named:

1. To the widow, provided she shall remain unmarried, and provided also that she shall not have been separated and living apart from her husband at the time of his decease.

2. If the decedent shall leave no such widow, or if she shall die or remarry before such period of 2 years shall expire, then to any child or children under 16 years of age left by said decedent, for their joint use and benefit, if more than one, until said period shall expire, or until such child or the youngest of such children shall attain the age of 16 years, whichever shall first happen.

3. If the decedent shall leave no such widow, child, or children, or if their rights shall all determine as above provided before such period of 2 years shall expire, then to the mother for the whole or the remainder of such period, as the case may be.

4. To the father if none of the above-named relatives shall be left by the decedent, or if such father shall survive them all, for the whole or the remainder of such period, as the case may be.

5. And to the brother or brothers, and sister or sisters, under 16 years of age, for their joint use and benefit, if more than one, if none of the above-named relatives shall be left by the decedent, or if any such brother or brothers, sister or sisters shall survive them all, for the whole or remainder of such period, as the case may be, or until the youngest brother or sister shall attain the age of 16 years, whichever shall first happen.

The said allowance shall in no case be paid for longer than 2 years after the decedent's death, and if the last entitled of the relatives above named shall die before such period expires such payments shall then cease.

To insure to subscribers these benefits from the fund, all cases of disabling injuries must be reported immediately after the occurrence, to the conductor, foreman, or other person in charge of the work, whose duty it shall be to investigate the case and report the same to his superior officer.

Seventh. The payment on each call is to cover the risk of the contributor to such accident up to the time of the next call but no longer, and no such payment or payments will in any case be refunded to the contributor.

ıth. Whenever said fund shall, by its appropriation or use as above prescribed, become so much ed as to need replenishing, the companies will call for another payment of the amount pre- d in article second. Each contributor shall then have the option to renew his contribution or s he may choose.

›ld subscribers who renew their subscriptions with every call, the benefits from the fund will be nuous, subject, however, to sections fourth, fifth, and sixth of this plan. Any employee of these anies not a member of the fund may subscribe to it at any time, but accidents occurring to new subscriber previous to the first day of the month following his subscription will not entitle o relief from the fund.

ıth. A list of contributors to the fund, corrected after each call, shall be kept in the office of the urer of the fund, showing the date from which each contributor became entitled to its benefits.

ıth. The companies reserve the right to give notice of any change which they, the companies, e to make in the plan; such notice to be given at the time of making any call, and the specified ıges to take effect from and after the time when contributors become entitled to relief on said and the companies reserve the right to give notice at any time to the contributors that no further ributions will be called for. In case of such notice no contribution will thereafter be received ı either of the companies or from any of their employees, and the companies will thereafter use remaining balance of the fund for the purposes and in the manner herein set forth until all of said money shall be so used, at which time the benefits of the fund shall cease.

eventh. As the companies contribute one-half of the entire fund so provided, and take upon nselves the trouble and expense of the management of the fund, they will not consider them- es bound to give any aid whatever to any person or to the family of any person in their employ › has refused or neglected to become a contributor to said fund.

3. THE RECENT OPERATIONS OF RAILWAY RELIEF DEPARTMENTS.—The last nual report of the *Burlington Voluntary Relief Department* for the year ding December 31, 1900, showed an estimated surplus of $329,145.29. The net ntributions of members for the year 1900 amounted to $354,107.68. The ılroad company allowed interest on monthly balances at 4 per cent per annum, hich amounted to $42,532.94. The payments by the railroad companies from eir own funds in establishing, operating, and maintaining the relief department om 1889 to 1900, inclusive, are as follows: Establishment and maintenance to 899, inclusive, $558,365.48; operating expenses for the year 1900, $63,206.96, mak- ıg a total of $621,572.44, to which must also be added deficiencies charged off ıring the whole period amounting to $42,532.94, making the total cash payments y the railroad companies $664,105.38. The considerable surplus carried will ot be used as a basis for a superannuation feature. This was not contemplated n the Burlington form of organization. The surplus will probably be needed, ›ecause, in the first place, the regulations, as amended January 1, 1900, have ›ecome more liberal, and secondly, the average age of the permanent force is ncreasing, and therefore the death rate must increase. With these two considera- ›ions in view, the amount of surplus is small considering the magnitude of the ›perations and the amount of death benefit at risk. The total amount of death benefit carried by the 19,000 members of the Burlington Voluntary Relief Depart- ment is nearly $12,000,000. The benefits paid in 1900 were classified as follows: Disability from sickness, $83,841.23; death from sickness, $61,110, making a total on account of sickness of $144,951.23; disability from accident, $98,584; death from accident, $32,488.34; surgical attendance, $19,861.57; total accident account, $150,933.91; grand total of benefits, $295,885.14. The membership in this fund on December 31 of each year since 1889 is as follows:

Year.	Members.	Year.	Members.
1889	5,027	1895	13,463
1890	9,407	1896	12,755
1891	10,336	1897	15,228
1892	12,283	1898	16,325
1893	11,476	1899	17,412
1894	11,768	1900	18,668

The percentage of members to employees has remained about constant during this period. In December, 1889, it was 55.09 per cent, and in December, 1900, 57.78 per cent.

The Pennsylvania Railroad Voluntary Relief Department for the year ending December 31, 1900, showed for the relief fund account a balance on hand of $248,799.98, in addition to which the relief-fund surplus, together with interest during the year, amounted on December 31, 1900, to $669,981.90; the interest of which, amounting to $29,877.05, was used for a superannuation fund, allowances being paid retired members during the year amounting to $28,503.32. The total benefits paid during the year amounted to $846,686.53, and the relief from contri- butions by the companies for members continuing disabled by sickness after receiving benefits for 52 weeks amounted to $4,883.19. This item has been dis- continued since the adoption of the pension-fund feature by the Pennsylvania Railroad Company. During the 5 years which the department has been in

operation the following benefits have been paid: For disablement by accident in the service, $1,556,469.21; for sickness, $2,764,721.77, making a total for disablement of $4,321,190.98; for death from accident in the service, $860,305.73; from other causes, $2,616,035.55. Total death benefits, $3,476,341.28, making a grand total from the relief fund of $7,797,532.26. In addition to this there have been paid by the companies, first for operating expenses, $1,300,654.30; special payments, $60,652,86; for relief to sick members who had exhausted their title to benefits, $363,919.05; the deficiencies in the relief fund amounting to $76,585.51, making a total contribution by the companies of $1,801,811.72. Thus in all the payments from the relief fund and the companies aggregated $9,599,343.98. The accessions to membership during 1900 were 12,939, averaging 1,038 per month and exceeding the deaths and withdrawals by 12,302. There were 9,303 members who left the service. The net gain in membership was 2,999, the average monthly membership 50.184, and the total at the close of the year 1900 was 51,528 members.

The twelfth annual report of the *Philadelphia and Reading Relief Association* for the year ending November 30, 1900, shows contributions by members amounting to $236,645.45; contributions by the Philadelphia and Reading Railroad Company, $8,753.79; interest on monthly bank balances at 3 per cent per annum, $439.48; income from investments, $25,945.95; making total receipts of $274,884.67. Total death benefits paid during the year amounted to $105,462.80, and the total disablement benefits amounted to $148,595.45. The surplus for the year was $6,818.12, and the accumulated surplus on November 30, 1900, was $407,285.60. The advisory committee directed the setting aside of $10,687.45 from the surplus fund for the further support of such disabled members as, having received 52 weeks' disabled benefits, remain thereafter totally unable to earn a livelihood. The expenses of operating the relief association for the year were $27,692.76, of which amount $14,184.46 was paid by the company and the balance, $13,508.30, was paid out of the relief fund. In addition to this amount the company contributed $11,853.79, which was equivalent to 5 per cent of the sums contributed during the year by the employees who were members of the association. This was in accordance with the agreement of the company with the association. It made a cash outlay by the company for the year of $26,038.25, in addition to which the company contributed the time of certain officials in several departments of the service who attended to relief-association business, legal services and expenses, the rent and care of offices, and the use of telegraph facilities. The average age of members who died during the year was 41.54 years. The average membership for the year was 16,782, and the membership at the close of the year was 17,208, being an increase compared with the previous year of 824.

The following statement shows the operations of the *Lehigh Valley Railroad Relief Fund* for the year ending December 31, 1900:

Receipts.

Balance December 31, 1899	$19,062.06	
Contributions by employees	30,319.75	
Contributions by companies	30,319.75	
		$79,701.56

Disbursements.

Death benefits	24,806.39	
Disablement benefits	44,470.83	
		69,277.22
Balance December 31, 1900		10,424.34
Average number of contributors		5,290

C. GENERAL RESULTS AND CRITICISM OF RAILWAY RELIEF DEPARTMENTS.—The stability of most of the departments just described depends entirely upon the extent to which the companies stand back of them and are willing to guarantee their financial obligations; otherwise they would not differ from the ordinary forms of fraternal insurance and would probably be subject to the varied and sometimes disastrous results of mutual organizations for fraternal insurance.

[1] For a very complete statement of the operation and present condition of the Pennsylvania Railroad employees' relief fund, see articles by Mr. J. A. Anderson in the Railroad Gazette for December 21, 1900, and December 28, 1900. Mr. Anderson was superintendent of this department until January 1, 1900, at which time he was retired under the pension department regulations. The plan is very largely of Mr. Anderson's creation and development. His suggestions have usually been followed by the company with great success, and, as already noted, other companies have very largely followed this example. See also Professor Johnson's articles in the United States Bulletin of Labor, No. 8, January, 1897, page 55, and Annals of the American Academy, volume 5, 1895. See also pamphlet entitled The Pennsylvania Railroad Voluntary Relief Department, How Organized, and the Results of Thirteen Years' Operation, published by the advisory committee, Trenton, N. J.

h would necessitate their being organized on a plan by which the risk would to be very much more carefully measured. As an illustration of this it may orth while here to call attention to one association not heretofore mentioned, :h is a type of what has been attempted on many roads without assistance among varied groups of workingmen, usually with the same result. We r to the mutual insurance association of the Cleveland, Cincinnati, Chicago St. Louis Railway. This association is known as "The Big Four Mutual rance Association," and is organized solely among the employees, the company f having nothing whatever to do with it. It has paid out between $600,000 $700,000 in benefits to its members, and has done much good, but at the thirty- annual meeting, held at Indianapolis on October 24, 1900, it was found that members of an age to decrease the average age were not being recruited fast ugh to keep the association in a prosperous condition. The report for the year wed a falling off in the number of members, partly through deaths, but to ie considerable extent through forfeiture of policies, due to the fact that the essments were increasing; thus, while at the beginning of the year there were 39 members, with 67 new members admitted in Class A and 26 new members Class B, and 5 members reinstated, making a total of 1,187, the report closed th only 1,055 members on the roll and only 954 full members, of whom 893 were class A and 162 in Class B. The reserve fund was used up to such an extent at there was only a balance of $134. This illustrates fairly well the inherent akness of such forms of insurance, unless, as has been previously stated, a strong ancial corporation stands ready by agreement to make good all deficiencies. ie same risks are run by the brotherhood insurance which is explained very lly in section 10 of this report (see page 821 ff). A few of the brotherhoods have ovided against this evil by putting aside a definite percentage of all receipts for e creation of a reserve fund. The difficulty arises from the fact that the average ge of the members increases to such an extent that the death rate is disproportionate the contributions, which makes it necessary for reorganization, in which there usually an increase of rates imposed, especially upon the older members. This dditional burden comes after they have reached an age in life when their capacity or earning money, as a rule, is on the decline, while the rates, as before stated, are roportionally very much larger. The results are especially disastrous, because nembers are thus compelled to withdraw at a time of life when they are no longer nsurable in other concerns except at very heavy rates. Some mutual insurance ssociations and beneficial and fraternal orders have learned this lesson from itter experience and have provided successfully against a recurrence of this evil. It might be well if legislation were enacted requiring mutual-insurance socie- ies, whether existing as separate organizations among railway employees or as features of the brotherhood organizations, to make every assessment include a certain percentage to be used as a reserve fund. The amount should be based on rates that would result after 25 years' contribution in protecting the assessments of members who had contributed through that period in order that they would either receive full-paid policies at the end of that time or be relieved of any increased assessment because of an increase in the average age of members. Some beneficial societies have such a provision, and some of the brotherhood insurance departments now add $1 per year to their assessments, the income from which is put in a reserve fund.

Such restrictive legislation would not be necessary in regard to the relief departments of railroads where the benefits are guaranteed by corporations in good financial standing, because the members are doubly protected by their own contributions and the promise and ability of such companies to make up any deficiency which might occur. The rates charged members of these funds are at a minimum, but they are sure of receiving certain fixed sums for the benefits provided.

A very important feature of railroad relief funds is that the influx of new employees who are constantly being engaged to fill the places of those retired or whose service with the company may be severed has a tendency to keep down the average age. For example, the statistics of the relief department of the Pennsylvania Railroad show that in the 15 years of its existence the average age has decreased, and under the rule adopted with the recent inauguration of the pension scheme, which limits the age of new employees to not over 35 years, the average age will be still further lowered. The average age in the relief department of the Pennsylvania Railroad in recent years has been about 27 years.

Many objections, and indeed harsh criticisms, have been passed on the relief and pension departments of railroads. Some of these are summed up and commented upon by Professor Johnson in his article on Railway Departments for the Relief and Insurance of Employees (Annals of American Academy, vol. 5, 1895,

p. 457ff), his conclusion being that such institutions are of undoubted benefit to the employees, the railway companies, and the public, but that the railway relief department ought not to take the place of organizations in which railway employees have membership. He says, "The provision of relief and insurance is only one of the purposes of the orders and brotherhoods of railway employees. Were they to turn over this function entirely to the railway relief departments, their societies would still perform the chief service for which they were established and would still appeal strongly to the interest and support of railway employees. There is, however, no need of this. There is a work for both to do in providing relief and insurance." The testimony of many representatives of railway labor who appeared before the Industrial Commission brought out the opposition of the brotherhoods (see Industrial Commission Reports, vol. 4, on transportation, especially the testimony of Messrs. Sargent, Arthur, Wilson, Ronemus, and Professor Johnson). The reasons for this are very ably summarized in the Digest to the Industrial Commission Reports, vol. 4, pp. 156–158, and the whole subject is gone into at considerable length by the legislative representative of five of the national brotherhoods in his testimony. (See testimony of Mr. H. R. Fuller. Industrial Commission Reports, vol. IX, pp. 43–69, inclusive.) Mr. Fuller charges that the main object of these relief departments, and in general of the insurance and pension features, when conducted by the companies, is to make the employees more dependent upon the company; to take away their freedom from changing employers by causing them to forfeit the benefits for which they have paid assessments; to weaken their own organizations by preventing them from offering insurance features as attractions for membership, because the men can rarely afford to carry two forms of insurance, and that of the company is practically made obligatory in that no application for employment is accepted unless accompanied by an application for membership in the relief department; and lastly, to prevent men from taking legal measures to recover damages from the company for injuries unless they forfeit their insurance. Such in the main are the charges or grievances entertained by a large number of railway employees. Various legislation to overcome these difficulties has been attempted or is proposed. The arbitration act of June 1, 1898, makes it illegal to compel memberships in such organizations, but this is easily evaded in the way suggested by Mr. Fuller, by the companies simply declining to employ men who do not at the time of their application for employment apply also for membership in the relief department. To test the sentiment of railroad men with respect to this feature, Mr. Fuller sent out to a number of lodges of the several brotherhoods which he represents a circular letter asking whether the employees considered membership in the relief department voluntary or compulsory, and also whether in the opinion of the employees the prime object of the railroad companies in operating the relief department was to deprive the employees of their right to recover for injury, and to alienate their interest from the brotherhoods. Other questions of a similar import were asked in this circular letter. The answers to the two questions indicated were as follows: (1) Coming from 45 lodges, 36 cities and towns in 8 different States, and representing 4,031 members, all of them employees of the Pennsylvania Railroad, 96 per cent said that they considered membership in the relief department compulsory, and 92 per cent answered the second question in the affirmative; (2) the replies from 28 lodges in 26 cities and towns and 7 different States, representing 1,674 members, all of them employees of the Baltimore and Ohio Railroad, indicated that 100 per cent considered membership in the relief department compulsory, and 100 per cent answered the second question in the affirmative.

It has been proposed that members should have the right either to continue membership in such funds after severing their connection with the service of the company or that their rights in such funds, after a certain period of payment, should have a paid-up value or a withdrawal value, as in the case of some insurance policies where one lapses in the payment of premium. Both of these propositions are impossible of realization without striking at the entire existence of railway relief departments. It is impossible for a railway to permit membership in such funds to continue after the employee has left the service for the reason that action of this kind would probably be construed in the light of insurance business on the part of the railroad company, which their charters, in all probability, would not permit. Neither would it be possible to refund to them a certain proportion of their contributions, because the paramount idea in the operation of these funds is to provide sick or accident benefits, and the employees are thus protected as long as they remain with the company and retain membership in the fund, the payment of death benefits being only incidental thereto, and the rates having been fixed accordingly. If the death benefits were left out

the question the payments might be reduced somewhat. Their contributions, owever, are intended primarily for the purpose of insuring the employee of come in case of sickness or accident from month to month, while in the service the railroad company. The business is not an insurance business in any sense the term, and it is not intended to accumulate a reserve to set over against outanding and possible liabilities. If a reserve is accumulated it is intended to be sed in the interest of the employee to meet other immediate risks. If it were ecessary for railway relief departments to provide a reserve or surplus, such s required of insurance companies, in which contributing members had withrawal rights, it would be necessary to materially increase the assessments.

IV. Pension features.—A few American railways now provide some form of uperannuation or pension relief. Pension features have of course been a natral outgrowth of the relief departments or relief features just described under he captions "Accident insurance," "Hospital relief," and "Relief departments." They sprang from the same thought, and evolved naturally from the experience of the companies in such work. They therefore represent the culmination, in most cases, of plans entertained by the companies at the time the relief departments were established. Pension features as a rule rest upon a more truly humanitarian or philanthropic basis than do the relief departments. They are not to the same extent open to the charge that they are instituted for the purpose of holding employees in the service or preventing them from joining labor organizations which provide their own schemes of insurance. It would hardly be possible for any labor organization to undertake unaided the heavy financial responsibility of guaranteeing pensions or superannuation allowances.

In one sense the pension feature is the oldest form of effort which companies made to take care of their employees, although it was not known under this name nor was it definitely organized. The custom on American railways of the companies taking care of their aged and disabled employees and the families of those killed while in the service was long ago established. This was done either by voluntary contribution or by providing some sort of suitable work for persons needing this form of assistance. The pension plan simply means reducing this practice to a logical and business basis, and therefore enables the companies to do away with a great deal of desultory charity and assure their employees some measure of relief on a uniform and business footing. The best-matured plan is that recently established by the Pennsylvania Railroad Company, which went into effect on its lines east of Pittsburg on January 1, 1900, and on the lines west of Pittsburg January 1, 1901. On account of the magnitude of this system and its relative importance, the number of men affected, and the care with which the plan was worked out, it will be explained somewhat in detail.

(A) PENNSYLVANIA SUPERANNUATION PLAN AND PENSION DEPARTMENT.—We have already indicated that the original features of the Pennsylvania relief department were provision for accident, sickness, and death, and it was primarily intended that receipts and disbursements would nearly balance one another, so as to produce neither surplus nor deficiency. Should there be a deficiency at the end of a triennial period, the company would pay it. Should there, however, be a surplus, it was to be put aside to form a separate fund. The interest upon this fund (called the relief-fund surplus) from January 1, 1900, was destined, moreover, to form still another fund—the superannuation fund and constitutes the financial basis for another variety of relief work, namely, the provision of an income for old retired employees. This fund could only be used for the benefit of contributing members. The regulations provided that a member who is retired from active service with the company by reason of age or physical condition is entitled to the receipt of a regular superannuation allowance when he does not receive wages from the company nor continue to draw disablement benefits. Whoever accepts superannuation allowances relinquishes his right to benefits, for he is not supposed to receive two varieties of relief at the same time.

When on January 1, 1900, the time came to begin the creation of a superannuation fund, the relief-fund surplus amounted to $664,481.90. The interest on this sum during the year 1900 amounted to $28,503.52, and permitted the superannuation scheme to begin operating. The sum was, of course, not large enough to permit of large superannuation allowances, but they nevertheless afford some help.

The inadequacy, in certain cases, of the relief provided by the department was observed by the company almost at the very outset; whereupon, since October, 1887, the Pennsylvania Railroad put in operation a variety of relief not provided for in the regulations. This so-called "company relief" is, or was, essentially a liberal pension-fund arrangement by which the company, entirely at its own cost,

contributed to the support of those members of the relief fund who had drawn their 52 weeks' sick benefits and were still sick and needy. The payments of the company enabled these members to keep alive their title to death benefit in the relief fund and gave them additional financial help. When the new pension department of the Pennsylvania Railroad was inaugurated on January 1, 1900, the company thus took an important financial burden exclusively upon itself and therefore ceased to provide for "company relief." The inauguration of the pension department was, as a matter of fact, due likewise to the recognition of the inadequacy of the primary relief scheme. But before we pass on to a discussion of the pension scheme it will be proper to give some account of the superannuation allowances provided for by the relief department regulations. Although conceived before the pension scheme, the superannuation plan went into effect simultaneously with it on January 1, 1900. This fact, as well as the dependence of the superannuation fund on the interest of a surplus fund which might or might not reach a considerable amount, shows that the superannuation scheme was no essential part of the relief department as originally outlined.

There was, however, a surplus; and a surplus large enough to produce during 1900 interest amounting to nearly $30,000, most of which was paid out in allowances as prescribed.

The regulations prescribe that superannuation allowances are determined by multiplying the number of each class in which an employee has been a member by the number of full calendar months in each class, respectively, and adding the results. The sum thus obtained shall be the rate in cents of the monthly allowances. Members receiving these allowances may retain their title to death benefits by contributing therefor at the usual rates.

Supposing that an employee has during 20 full years, or 240 calendar months, received $40 per month as a member of class 2, and that he has subsequently received $60 per month for 15 full years, or 180 full calendar months, as a member of class 3, then his monthly superannuation allowance would be twice 240 plus three times 180, or $10.20. The payment of allowances at this rate is, however, conditioned upon the size of the fund set aside for this purpose. Should the superannuation fund be found inadequate during any annual or semiannual period to meet the demands of such allowances, then a pro rata reduction is made in such allowances for such periods.

For the systematic relief of retired employees on a large scale the superannuation fund was of course too small. The company had for a long time contemplated the establishment of a pension feature not confined in its workings to the members of the relief organization. As the funds of the relief department could only be paid out to members of that organization, a scheme which would embrace all the employees of the road was required to be based on a new arrangement. The probably large amount of expenditure involved in any general pension plan, such as that contemplated by the company, enjoined the most careful consideration of each feature of the scheme, and the preliminary study of attempts which had already been made elsewhere in this direction. A special committee on superannuation and pension funds was appointed by the advisory committee of the relief department. The committee examined into and reported upon the various systems of pensioning in operation on upwards of 70 of the leading railways of Europe, America, Asia, Africa, and Australia.[1] The committee, moreover, gave the matter considerable original thought. The original plan embodied only the care of superannuated employees who were members of the relief fund. As the result of the discussion and amendment the plan finally adopted made general provision for all old employees, by the company assuming the obligation of providing them with a pension allowance in addition to what the relief fund could afford to grant to its members who might be retired by the company.

The arrangement finally adopted was made known to the employees by general notices issued on December 18, 1899, and went into effect January 1, 1900.[2] These notices declared that a new department had been created, to be known as the Pennsylvania Railroad pension department, having for its purpose the payment of regular allowances, from the funds of the company, to two classes of employees relieved from active service, namely:

(*a*) All officers and employees who shall have attained the age of 70 years.

(*b*) All officers and employees 65 to 69 years of age, inclusive, who shall have been 30 or more years in the service, and shall, in the opinion of the board of officers, have become physically disqualified.

It was made the duty of every employing officer of the company to report to the board of officers, at least a month in advance of their retirement, all employ-

[1] See Exhibit 3 of this report, p. 932 ff.
[2] See further details, Exhibit 3, p. 967 ff.

about to attain the age of 70 years, in order that they might be considered as ndidates for a pension allowance. In relieving employees who have attained e age of 70 years their retirement is made effective from the first day of the endar month following that in which they attained that age; in all other cases e date of retirement is from the first day of the calendar month determined by e board of officers. An employee who has reached the age of 70 years and fulls all the other conditions for receiving a pension is generally supposed to be so facto entitled to that pension. If, however, an employee is from 65 to 69 years age, inclusive, and has been 30 or more years in the service of the company, his tirement may be voluntary or involuntary; that is to say, he may himself ask to be tired, or his employing officer may propose the employee's name for a pension if e considers him physically disqualified for further service. In either case the oard of officers investigates the matter and decides whether or not the employee question shall be relieved from the service after physical examination by a oard of three physicians appointed by the chairman of the board of officers.

It has already been pointed out that the pension plan extends to all employees. e consequently embraces all those persons who are employed upon or in connecon with any of the railroads or works belonging to the Pennsylvania Railroad ystem east of Pittsburg and Erie. The service of any such employee is considered s continuous from the date from which he has been continuously employed upon uch roads, whether prior or subsequent to their control or acquisition by that ystem.

The pension allowances authorized by the boards of directors to be paid monthly re determined upon the following basis: For each year of service 1 per cent of he average monthly pay for the 10 years preceding retirement. As the total xpense for these allowances is borne by the company, it seemed advisable to set a limit to the total annual sum to be disbursed in pensions. This limit was placed at $300,000 by the boards of directors of the various companies associated in the administration of the pension department. Whenever at any time it shall be found that this basis of pension allowances would create demands in excess of $300,000, then a new basis, ratably reducing the pensions, will be established so as to bring the expenditures within the limitation, and the decision of the boards of directors in establishing such new basis shall be absolutely conclusive without appeal. It is provided that notice of such a new basis will be given before the beginning of the year in which it may be decided to put the same into effect.

In computing service it is reckoned from the date of entry in the service to the date when relieved, making deduction of the actual time out of the service and eliminating in the final result any fractional part of a month. If, for example, an employee has been in the service of the company steadily for 41 years and during that time has been out of service for periods amounting to 1 year, and if his average wages for the past 10 years were $40 per month, then, upon retirement now, he would receive 40 per cent of $40, or $16 per month as his pension allowance.

The bases of retirement, as thus indicated, are age and service, with an allowance proportioned, furthermore, to the pay received during a designated period preceding retirement. Beside the pension allowance of the company, such retired employees as are also members of the relief fund receive in addition the superannuation allowance provided for by the relief department regulations.

When the pension department pays the allowances authorized by its regulations, the sums are, unless and until revoked by the companies, paid out monthly, commencing on the first day of a calendar month and terminating with the date of death. But no pension allowance will be paid to any person for a period during which he is receiving accident or sick benefits from the relief department. The employee who receives a pension allowance can not, of course, re-enter the service of the company, but he may, if he chooses, engage in other business.

The pension department under the supervision of the president of the Pennsylvania Railroad is in charge of a board of officers appointed annually by the boards of directors. This board of officers has the power, subject to the approval of the boards of directors, to make and enforce rules and regulations for the care and operation of the department; to determine the eligibility of employees to receive pension allowances; to fix the amount of such allowances; and to prescribe the conditions under which such allowances may inure. This board is furthermore empowered to make rules for its government not inconsistent with these regulations, elect their own chairman and secretary, and, from time to time, or whenever required, make reports of their action to the boards of directors for approval.

Each company may discharge any officer, agent, or employee at any time, when in its judgment the interests of the company so require, without liability for pension or for other allowances save salary or wages due.

An important protection is afforded the pension fund by the age limitation now laid down by the company, and according to which no person may be permanently taken into the service of the company who is over 35 years of age or who can not pass the required physical examination; except that with the approval of the board of directors and after consideration by the board of officers former employees desiring reinstatement may be permitted to reenter the service within a period of 3 years after leaving it. Persons too may be employed with the approval of the board of directors irrespective of age limit where the service for which they are needed requires professional or other special qualifications, or for temporary service not exceeding 6 months, with authorized renewal.

During the first year of operation, 1900, it was natural that many problems should arise concerning the interpretation of the regulations concerning the pension plan. The decisions adopted by the railroad authorities concerning these problems are a matter of some importance because of the evident tendency of the company to interpret its own provisions, not in a narrow-minded, but a fair and sometimes in a generous way. It will be worth while, therefore, to mention a few of these decisions.

Absence from work on account of disablement is not deducted in computing service, unless the employee was discharged on account of such disablement. Absence on furlough or during suspension is not deducted in computing service. The average regular monthly pay of an employee who has been sick for the 10 years preceding retirement is determined by using the last regular monthly pay which the employee received when he performed the duties of his position within regular working hours. When an employee has been absent from duty on account of disablement or other causes, or when he has received company relief a portion of the time during the 10 years preceding retirement, his average regular monthly pay shall be determined by ascertaining the average regular monthly wages the employee would have earned, in his various positions, under regular normal conditions if he had been able to fulfill the duties of his position every working day during that time. A disabled employee, member of the relief fund, receiving disablement benefits, when relieved from the service, can elect at that time to continue to receive disablement benefits from the relief fund in lieu of pension allowance; and whenever he recovers from his disability or decides to relinquish his title to disablement benefits from the relief fund, he will receive a pension allowance. Such allowance, however, shall commence with the first day of the month after such recovery or relinquishment. In no case shall anyone 70 years of age or over be employed in the service or carried on the pay rolls of any of the companies associated in the administration of the pension department.

The department rounded out its first year of operation on December 31, 1900. It is therefore possible to give an account of its actual working for an entire year. The employees of the company's system east of Pittsburg and Erie number in the neighborhood of 80,000. There was authorized to be paid in pension allowances during the year the sum of $244,019.97, which expenditure was borne by the associated companies, in addition to the cost of operation of the department. The retirements during the year numbered 1,292, 89 per cent of whom, or 1,149, were 70 years of age or over, and 11 per cent, or 143, between 65 and 69 years old. Of the latter 83 were retired at their own request on the recommendation of their employing officers; the remainder, 60 in number, purely upon the recommendation of their employing officers. One hundred and two pensioners died during the year, 95 of whom were of the 70 year or over class and 7 of the 65 to 69 year class.

In order to meet the conditions brought about by the absorbing of the Western New York and Pennsylvania Railway and Allegheny Valley Railroad companies by the Pennsylvania Railroad Company during the past year, amendments were adopted, effective from January 1, 1901, which provide for extending to the employees embraced in the Buffalo and Allegheny Valley Division all the advantages of the pension department. Amendments were also adopted granting employees, in the computation of the pension allowance, credit for any time passed in the service of the Pennsylvania lines west of Pittsburg and Erie. This service in not a few cases added an additional sum to the pension allowance already granted employees, besides making the provision of the department replete in the fact that it covers the employees on the entire system east of Pittsburg and Erie and their service on the system east and west. A similar pension plan for the western system, moreover, was adopted, and went into effect on January 1, 1901.

We may also note in this connection the results, much more modest than those above enumerated, of the superannuation scheme of the relief department. The superannuation fund during 1900 amounted to $29,877.05; and of this the allow-

ices paid to retired members of the relief fund amounted to $28,503.52, leaving balance of $1,373.53.

While the pension fund is a distinct and separate provision by the company om its own funds for the benefit of its employees, and will be operated from a istinctive company standpoint, its relation to the relief organization will be navoidably so intimate as to make it appear as an auxiliary feature thereof. By he addition of the superannuation and pension features to the benefits afforded y the relief fund, the company has virtually established for its employees a elief and pension institution, which will be more apparent when it is remarked hat the aims and results of the 2 features are inseparably interwoven in one undamental principle—humanization.

The new fund will affect the entire force of employees on the lines of its system ast of Pittsburg and Erie, and scattered along a trackage of over 4,100 miles, ocated in the States of New York, New Jersey, Pennsylvania, Delaware, Maryand, and Virginia, and the District of Columbia, and since January 1, 1901, a similar plan for the Pennsylvania lines west of Pittsburg is operative for the 25,000 employees on those lines, making in all at least 100,000 employees subject to pension relief.

In response to the query as to what are the main objects of the consolidated fund, it was said: First, the manifestly humane purpose to protect the immediate interests of active and preserve the future welfare of aged and infirm employees; and, secondly, to increase and improve the effectiveness of the company's service. The interests of active employees are guarded by a fixed responsibility voluntarily assumed by the company toward the fund, which insures them during their period of efficient service fair wages and an adequate allowance in the event of sickness, accident, or death; while their future welfare is amply protected by the same assumption of company responsibility, which guarantees them upon incapacitation by age or infirmities a fixed life annuity. The company's benefits consist for the most part in the efficiency of service naturally consequent upon the employment of younger and more robust men in the stead of those whose incapacitation has rendered their retirement beneficial to both themselves and the service, also in welding more firmly the mutual interests of employer and employee, thereby the better enabling that concentration of effort and uniformity of action so essential in the management and conduct of corporate affairs.

No other railway company in the world, whether under State or private control, possesses a joint fund whose direct and general beneficial features present the admirable system and thoroughness that are so manifest in the one under consideration.

The employees eligible to retirement will not receive the pension allowance as a favor nor as a charitable act on the part of the company extending it. They will be in position to consider themselves the recipients of a permanent annuity earned by and merited through years of faithful, efficient, and loyal service; for it is, above all else, a mark of regard shown by a great corporation, through its administrative representatives, toward each and every employee who has won it by conscientious and capable performance of assigned duties.

No act of the company's directorate, or the officers who have been prominently identified with the pension work, will redound so much to their individual credit nor reflect so much honor and dignity upon their official accomplishments, as the part they have played in the establishment of this, one of the best of modern beneficent organizations, involving in its execution an outlay on the part of the company estimated at considerably over $300,000 per annum.

B. The Baltimore and Ohio Railroad Pension Feature.—Most of the railroads in organizing their relief departments made provision that where any surplus accumulated it might be used for superannuation or pension allowances. This was, of course, anticipating a somewhat distant and uncertain future. The Baltimore and Ohio Railway Company, however, began with a pension feature at the outset, and it is the oldest organization of this kind, although it has not been carried out on so large a scale as the Pennsylvania plan just discussed. The pension feature of the Baltimore and Ohio relief department is provided for by the regulations concerning the relief department, established March 15, 1899, as follows:

The fund for the payment of pensions will be derived wholly from the contributions of the company. 'The company's contributions will be applied to the purposes which are herein stated in the order of their precedence.

First. To provide means of support during life for those persons, members of the relief feature or of the Baltimore and Ohio Employees' Relief Association for four consecutive years who, having served the company for ten consecutive years, and having reached the age of 65, shall be honorably relieved from duty.

Second. To provide in the same manner for like persons who elect to retire from the service.

Third. If at any time the funds applicable to the purposes of this feature shall, in the opinion of the

committee, be more than sufficient to provide for the persons mentioned above, such surplus shall be applied to aid or support such class or classes of the company's employees, members of the relief feature, as the committee may think most deserving and most in need of help under such supplementary regulations as the committee may then adopt.

No member shall be entitled to wages from the company and to a pension allowance at the same time, or to benefits from the relief feature and a pension at the same time.

Pensions will be paid monthly. Each pensioner will receive a daily allowance, excluding Sundays, equal to one-half the benefits provided to be paid for sickness under the regulations of the relief feature to a member of the class to which the pensioner would, while in service, have been assigned under said regulations had he been required to become a full member of said feature. In the case of a pensioner who has been continuously a member of the relief feature or the Baltimore and Ohio Employees' Relief Association fifteen years, this allowance will be increased by the addition of 5 per cent thereof; and a like addition will be made for each additional term of five consecutive years of such membership. The following table shows in brief the amount of allowance to pensioners:

	Ten years' membership and under, one-half sick rate.	Fifteen years' membership, 5 per cent additional.	Twenty years' membership, 10 per cent additional.
Those contributing under relief feature to Class A	$0.25	$0.26¼	$0.27½
Those contributing under relief feature to Class B	.50	.52½	.55
Those contributing under relief feature to Class C	.75	.78¾	.82½
Those contributing under relief feature to Class D	1.00	1.05	1.10
Those contributing under relief feature to Class E	1.25	1.31¼	1.37½

The committee may, at any time, make a percentage reduction of all pensions, or further limit the classes of persons who may become pensioners.

The statement of a member's age contained in his application for membership in the relief feature shall, for the purpose of this feature, be final and conclusive.

For the purposes of this feature, members shall be considered as in the company's service during the time they receive benefits from the relief feature.

The failure of any pensioner to claim his benefits for two years, counted from the last payment to him, shall be presumptive evidence that such pension has terminated by reason of the pensioner's death, and his name shall be stricken from the list of pensioners, subject to the right of restoration to the same on a new application by the pensioner and satisfactorily accounting to the superintendent for his failure to claim his pension.

Upon the death of a pensioner the accrued pension to the date of his death shall not be considered a part of the estate of the deceased, nor liable to be applied to the payment of the debts of said estate in any case whatever, but shall inure to the sole and exclusive benefit of his widow or children; and if no widow or child survive no payment whatever of the accrued pension shall be made or allowed, except so much thereof as may be necessary to defray the expenses of the burial of the decedent in case he shall not leave sufficient assets to meet such expenses, and the burial expenses thus to be allowed shall be in the discretion of the superintendent.

Any pledge, mortgage, sale, assignment, or transfer, of any right or claim to any pension granted under these regulations shall be void and of no effect, and no one save the pensioner himself or, in the event of his death, his widow or children, shall be entitled to receive such pension; but the payment to persons laboring under legal disabilities may be made to such persons as the committee may think proper.

No sum of money due or to become due to any pensioner under this feature shall be liable to attachment, levy, or seizure by or under any legal or equitable process whatever, whether the same remains with the relief department or any agent thereof, or is in the course of transmission to the pensioner entitled thereto, but shall inure wholly to the benefit of such pensioner. Should any creditor of the pensioner endeavor to collect the pension by process of attachment, or by any other legal or equitable process laid in the hands or served upon the company or the relief department for the purpose of paying the debt due by the pensioner to such creditor, or any part thereof, all the money due or yet to become due by the department to such pensioner, shall be forfeited to the department and shall belong to it absolutely, to be dealt with as the committee shall deem proper.

These regulations shall in no way affect any pension heretofore granted to any person admitted to the pension feature of the Baltimore and Ohio Employees' Relief Association.

This pension feature was organized October 1, 1884, and up to June 30, 1900, 589 persons had been pensioned. The company's annual contribution for the period up to July 1, 1900, was $31.000, but was increased on that date to $75.000. On June 15, 1901, there were 328 pensioners, costing annually $61,174. The company has provided sufficient funds to pay the pensions of all persons who have made application therefor, and the total amount paid out since the inauguration of the pension feature has been $557,753.90.

(C) THE CHICAGO AND NORTHWESTERN PENSION DEPARTMENT.—A pension system was introduced on this road January 1, 1901. In organization it follows very closely the plan of the Pennsylvania system. All employees who have attained the age of 70 and who have been 30 years in the service must be retired with pension, with the exception of executive officers appointed by the board of directors, for whom it is not mandatory. Employees from 65 to 69 years of age, inclusive, may be retired and pensioned in the same way as provided for Pennsylvania Railroad employees. The allowances are also calculated on the same basis. On June 21, 1901, the secretary of the pension board reported that 44 employees had been retired on account of age and 22 by reason of physical disability. The aggregate monthly allowances were $1,450.25, and the average monthly pension $21.97. This

mpany has no relief department, but in the past numerous disabled employees ve been carried along on the various pay rolls where their services have been ch as to deserve recognition by their employing officer. Employees who do t come within the scope of the pension are still cared for in that way.

D. THE ILLINOIS CENTRAL RAILROAD PENSION DEPARTMENT was established pril 24, 1901, and began operations July 1, 1901. The Yazoo and Mississippi alley Railroad Company, which is a separate corporation and operates over 1,000 iles of line independent of the Illinois Central Railroad Company, adopted a nilar scheme for pensions, which went into effect at the same time. It is too on to speak of the results, but the plan of organization of the pension depart- ent of the Illinois Central Railroad is outlined in the following circular of its nouncement:

GENERAL NOTICE.

Pursuant to the action taken by the board of directors of the Illinois Central Railroad Company at id subsequent to their meeting held February 21, 1900, in respect to a system of pensions, for the irpose of enabling employees of the company who have rendered it long and faithful service to tire when they have attained an age necessitating relief from duty, the following rules and regu- tions governing the organization of a pension department are hereby established.

Rules and regulations.

1. The administration of the pension department shall be by a board of officers, to be known as ie board of pensions. Such board shall, until otherwise ordered, consist of Mr. C. A. Beck, Mr. /. J. Harahan, Mr. C. F. Krebs, Mr. William Renshaw, Mr. A. W. Sullivan, Mr. J. F. Wallace, and r. J. E. Owens.

2. The office of the board of pensions shall be at Chicago.

3. All communications should be addressed to the secretary of the board of pensions.

4. The board of pensions shall, subject to the approval of the president, have power: To make and nforce rules and regulations for the efficient operation of the pension department; to determine the ligibility of employees to receive pension allowances; to fix the amount of such allowances, and to rescribe the conditions under which such allowances may inure.

They shall make rules for their own government not inconsistent with these regulations, elect a hairman from their own number, appoint a secretary, and from time to time, as required, make eports of their action to the president. The actions of the board of pensions, when approved by the resident, shall be final and conclusive.

5. The benefits of the pension system will apply to those persons only who have been required to give their entire time to the Illinois Central Railroad Company, or to that company and some other railroad company or companies jointly. In cases of such joint employment, the pension to be paid by this company shall be estimated alone upon the proportion of average monthly pay received from this company. The pension system will not apply to the law and surgical departments.

6. All officers and employees who have attained the age of 70 years shall be retired. Such of them as have been 10 years in the service shall be pensioned.

7. Locomotive engineers and firemen, conductors, flagmen and brakemen, train baggagemen, yardmasters, switchmen, bridge foremen, section foremen and supervisors, who have attained the age of 65 years may be retired.

Such of them as have been ten years in the service shall be pensioned when retired.

8. Officers and employees between 61 and 70 years of age who have been ten years in the service and who have become incapacitated may be retired and pensioned.

9. In case an employee between 61 and 70 years of age claims that he is, or should his employing officer consider him incapacitated for further service, he may make application or be recommended for retirement, and the board of pensions shall determine whether or not he shall be retired from the service.

Physical examination shall be made of employees recommended for retirement who are under 70 years of age, and a report thereof with the recommendation of the chief surgeon shall be transmitted to the board of pensions for consideration in determining such cases.

10. Retirement shall be made effective from the first day of the calendar month following that in which the persons shall have attained the specified age, or from the first day of a calendar month to be determined by the board of pensions.

11. The terms "service" and "in the service" will refer to employment upon or in connection with any of the railroads operated by the company, and the service of any employee shall be considered as continuous from the date from which he has been continuously employed upon such railroads, whether prior or subsequent to their control or acquisition by the Illinois Central Railroad Company.

12. In computing service it shall be reckoned from the date since which the person has been continuously in the service to the date when retired.

Leave of absence, suspension, dismissal followed by reinstatement within one year, or temporary lay off on account of reduction of force, when unattended by other employment, is not to be considered as a break in the continuity of service.

Persons who leave the service thereby relinquish all claims to the benefits of pension allowances.

13. The pension allowances authorized are upon the following basis:

For each year of service an allowance of 1 per cent of the average regular monthly pay received for the ten years preceding retirement. Thus, by way of illustration: If an employee has been in the service for forty years and has received on an average for the last ten years $50 per month regular wages his pension allowance would be 40 per cent of $50, or $20 per month.

14. The sum of $250,000 is hereby set apart as a pension fund; in addition to which the company will in each year make a further appropriation of an amount not to exceed $100,000, in payment of pension allowances for such year.

Whenever it shall be found that the basis of pension allowances shall create demands in excess of the $250,000 and an annual appropriation of $100,000, and as often as such condition may arise, a new basis ratably reducing the pension allowances may be established to bring the expenditures within the limit of the fund, and the decision of the board of directors in establishing such new basis shall be absolutely conclusive. Notice of such new basis shall be given before the beginning of the year in which it may be decided to put the same into effect.

15. When pension allowances shall be authorized, pursuant to these regulations, they shall be paid monthly during the life of the beneficiary; provided, however, that the company may withhold its allowance in case of gross misconduct on his part.

16. In payment of pension allowances, pay rolls, showing the names of those to whom allowances have been made and the amount of such allowances, shall be prepared at the close of each month by each superintendent or other designated officer, who shall certify to their correctness and forward the same to the auditor of disbursements, who will after verification send them to the board of pensions for certification by the secretary and chairman; and thereafter through the usual channels for payment.

17. It shall be the duty of every employing officer to report at once, through the usual channels to the board of pensions, all employees who in July, August, or September, 1901, shall have attained the age of 70 years, and of those employees specified in rule 7 who shall have attained the age of 65 years, and thereafter, at least three months in advance of the date of retirement, all employees who will attain the requisite age for consideration for a pension allowance.

18. Each officer charged with the duty of preparing the pension rolls must keep himself advised of the whereabouts of employees who have been retired from the service and promptly advise the secretary of the board of pensions, through the usual channels, when any of them cease to be entitled to further pension allowances. When they do not reside within the jurisdiction of the officer of the department in which they were engaged before being retired from the service, such officer may require satisfactory evidence from such employee, at least once a year, and oftener as may be required, showing that he is entitled to a pension allowance.

19. To the end of preserving direct personal relations between the company and its retired employees, and that they may continue to enjoy the benefit of the pension system, no assignment of pensions will be permitted or recognized.

20. The acceptance of a pension allowance does not debar a retired employee from engaging in other business, but such person can not re-enter the service of the company.

21. No person inexperienced in railway work over 35 years of age, and no experienced person over 45 years of age, shall hereafter be taken into the service; provided, however, that in the discretion of the president persons may temporarily be taken into the service irrespective of age for a period not exceeding 6 months, and that this period may be extended, if necessary, to complete the work which such persons were originally employed; provided also, that, with the approval of the board of directors, persons may be employed indefinitely, irrespective of the age limit, where the service to be rendered requires professional or other special qualifications.

22. Neither the action of the board of directors in establishing a system of pensions, nor any other action now or hereafter taken by them or by the board of pensions in the inauguration and operation of a pension department, shall be construed as giving to any officer, agent, or employee of the company a right to be retained in its service, or any right or claim to any pension allowance; and the company expressly reserves its right and privilege to discharge at any time any officer, agent, or employee when the interests of the company in its judgment may so require, without liability for any claim for pension or other allowance than salary or wages due and unpaid.

23. These rules and regulations shall take effect July 1, 1901.

By order of the board of directors:

STUYVESANT FISH, *President.*

CHICAGO, *April 24, 1901.*
W. G. BRUEN, *Assistant Secretary.*

V. Savings Funds.—The Baltimore and Ohio Railroad has a savings feature together with the pension feature and relief feature as part of the relief department, and the Pennsylvania Railroad Company has a savings fund for its employees. The object of the Baltimore and Ohio is to provide a savings bank for the employees and their near relatives, and to provide a method for loaning them money on easy terms for the purpose of acquiring or improving their homesteads. The object of the Pennsylvania Railroad fund is restricted to the work of an ordinary savings bank.

The *Pennsylvania Railroad Company* established its employees' saving fund under resolutions adopted at a meeting of the board of directors November 16, 1887, and announced to the employees of the road December 19, 1887. The resolutions were as follows:

Resolved, That this company will receive, through such of its agents as the board of directors may from time to time designate, such portions of the wages or salaries of the employees as they may desire to leave with the company, and will repay the same with such interest thereon as may from time to time be fixed by resolution of the board and in the manner and according to the methods which shall be in like manner prescribed.

Resolved, That the moneys so received shall constitute a fund to be known as the Pennsylvania Railroad Employees' Saving Fund, which shall be in charge of an officer to be designated as superintendent of the Pennsylvania Railroad Employees' Saving Fund, who shall report to the first vice-president.

Resolved, That all moneys and securities belonging to this fund shall be kept by the treasurer in a special account under the direction and supervision of the committee on finance, who shall have like supervision of all matters connected therewith, and this company shall be responsible for the faithful repayment of all moneys belonging to the said fund.

Resolved, That the rate of interest to be allowed on all deposits shall, until further order of the board, be 4 per cent per annum, and that no change shall be made in the rate of interest allowed without six months' previous notice.

The rate of interest was changed to 3½ per cent to take effect July 1, 1900. The agents at over 100 stations on the lines east of Pittsburg have been designated as depositories of the fund. The following rules and regulations have been adopted to govern this fund:

THE PENNSYLVANIA RAILROAD EMPLOYEES' SAVING FUND.

REGULATIONS.

1. The fund will be in charge of a superintendent appointed by the board of directors of the Pennsylvania Railroad Company.

APPLICATIONS.

'reight and ticket agents of the above-named companies at convenient points will from time to
e designated as depositaries, and employees desiring to become depositors can obtain from any
h agents a form of application, in which there shall be set forth the applicant's full name, resi-
, and occupation, and the name and residence of the person to whom, in the event of death,
eposits and the accrued interest due thereon shall be paid. This application will be forwarded
e agent to the superintendent of the fund, and, when properly executed and approved by him,
ll send to the agent a deposit book for the applicant, in which shall be printed a copy of the
ations, with a statement of the assent of the applicant thereunto, to be signed in the presence of
ness.

DEPOSITS.

Deposits of any sum, in even dollars, not exceeding $100 in any one month may be made with
freight or ticket agent of the above-named companies who has been designated as a depositary.
The agent will record each deposit as soon as made, writing the amount out at length and also
gures, entering date received, and signing his name as agent, with name of station. The
osit book must be brought to the agent each time a deposit is made, that the transaction may be
ularly entered therein.
Freight and ticket agents designated as depositaries will be supplied with duplex tickets, one of
ch must be used to report every deposit received, such ticket showing date, name of depositor,
aber of deposit book, and amount deposited. The colored portion of the ticket must be given to
depositor, who will personally send it to the superintendent of the fund in an envelope which
agent will furnish. It is the depositor's duty to see that the envelope with inclosure is properly
led and forwarded by railroad service or United States mail.

INTEREST.

. Interest at a rate to be fixed by the board will be allowed from the 1st of the calendar month
er deposit amounts to $5, and on all subsequent deposits from the 1st of the calendar month after
y are made. No change will be made in the rate of interest allowed without 6 months' previous
tice.
7. Interest will be carried on the 1st day of January of every year to the credit of the depositors'
counts, and thereafter will form part of the principal.
8. Depositors who shall for the space of 3 years neither add to nor draw from their accounts,
r forward their deposit books, that the interest may be entered therein, shall not be entitled to
ay interest on their deposits after the expiration of said 3 years from the date of the last entry
their books.
9. Interest will cease upon 30 days' notice, when direction has been given by the board to close
account.
10. Depositors whose connection with the companies named has been severed must have their
counts closed within 30 days thereafter, as interest will not be allowed after the expiration of
iat period.

REPAYMENT OF DEPOSITS.

11. Depositors desiring to withdraw money must give 10 days' notice to the superintendent of the
und, in the form of an order, obtainable from any of the freight or ticket agents designated as
lepositaries; which order, together with depositor's book, the agent will forward to the superintendent,
giving the depositor a receipt for the deposit book.
12. Upon receipt of such order and book, the superintendent of the fund will enter the amount to
e withdrawn in the deposit book, deducting such amount from the sum on deposit to show the bal-
ance after such withdrawal. The superintendent will then prepare and sign an order on the treas-
urer of the Pennsylvania Railroad Company for the amount to be withdrawn, which, after being
approved for payment by the treasurer or assistant treasurer, will be forwarded with the deposit
book to the agent designated in the order, and can be obtained by the depositor on surrendering the
receipt given him when the book was forwarded to the superintendent.
13. The agent will cash the order on the treasurer or deliver it to the owner, who can obtain the
money from any other agent, or from a bank in which the company's funds are deposited, on pre-
sentation of his book, identifying himself, and signing receipt on the order.
14. Orders not called for in 15 days will be returned by agents to the superintendent of the fund,
after entering the amounts as deposits in depositors' books on the date of return to the superintendent.
15. The board reserve the right to require 30 days' notice for the withdrawal of the entire amount
on deposit in any account.
16. No money will be paid or order delivered except to the person who has the legal right to the
deposit, or to his order, which must be attested by a disinterested witness.
17. In the event of a depositor becoming insane or being otherwise incapacitated to act, and in the
absence of a legal representative, if the incapacity shall be proven to the satisfaction of the superin-
tendent of the fund he may, upon the approval of the board, pay such proportion of the deposit to
the order of some person mutually selected by a near relative or friend of such incapacitated depositor
and the superintendent as it may be shown is necessary to meet the pressing wants of said incapaci-
tated depositor or his wife or children, and the receipt of the person so mutually designated shall be
a good and sufficient release and discharge for the disbursement of said deposit.
18. Upon the presentation to the superintendent of the fund of satisfactory proof of the death of a
depositor the money belonging to him shall be paid over only to the person designated in his appli-
cation to receive same; or if the person so designated shall not be then living said funds shall
be paid either to the heirs or personal representative of the deceased depositor, as the board may
determine.

GENERAL.

19. As the saving fund is only intended for the benefit of the employees of the companies afore-
said, deposits will only be received from those who are employees of said companies, and while so
employed.
20. The board, on giving 30 days' notice, may order the return of any deposit with accrued interest.
21. The deposit books held by depositors must, when they desire to withdraw money or whenever
required to be balanced, be forwarded to the superintendent of the fund through nearest agent desig-
nated as a depositary, who will give depositors receipts for them. On the 31st day of December (or
if that date falls on Sunday then on the preceding day) each depositor must forward his deposit
book in order that the accrued interest on deposits may be properly entered therein.

22. No person other than those designated are authorized to receive deposits, nor will the company be responsible for any moneys not deposited in strict conformity with these regulations.

23. In case a depositor loses his deposit book, immediate notice thereof must be given the superintendent of the fund, and, after a reasonable time has elapsed in which to notify all concerned of the loss, a duplicate will be furnished and so marked.

The annual report of the Pennsylvania Railroad Company for the year 1899 showed that the balance on hand December 31, 1899, to the credit of the employees' saving fund was $2,717,709.03. The amount received from depositors during the year was $754,589.12. The interest allowed on deposits was $104,597.34. Of the assets $2,835,000 was invested in securities bearing interest at an average rate of over 3½ per cent. The operating expenses of the saving fund for the year were contributed by the Pennsylvania Railroad Company, and amounted to $4,953.18. The number of depositors at the close of the year was 6,529, or 141 less than at the end of the preceding year. It is stated that this is due to the fact that the accounts of 319 employees who had left the service of the company, to whose credit small balances were carried, were closed, so that there was really an increase in the number of depositors of 178.

The savings feature of the relief department of the *Baltimore and Ohio Railroad Company* is somewhat more extensive in the aid which it renders. The prospectus of the company states that the object in establishing this feature was "the encouragement of habits of prudence, economy, and thrift by placing within the reach of every employee of the railroad company, upon the simplest and most advantageous terms practicable with proper security, all the benefits derivable from the safest and most liberal savings institutions of the country, and from the best-conducted building societies." The savings fund was inaugurated August 1, 1882, and when the relief department was established, in 1889, this feature was retained with some modifications. The regulations of the relief department relating to the savings fund are as follows:

Any employee of the company, his wife, child, father or mother, or the beneficiary of any deceased members of the relief feature may deposit with any depositary designated by the company any sum not less than $1 nor more than $100 in any one day, unless otherwise specially authorized by the superintendent.

Parents or others may deposit in the name of any child, such deposit being subject to the order of the parent or other adult; and a minor may deposit in his own name, subject, however, to the order of an adult.

Any person entitled under these regulations who wishes to become a depositor shall execute an application, in which there shall be set forth the applicant's full name, residence, and occupation, and the name and residence of the person to whom, in the event of death, his or her deposits and the profits accrued thereon shall be paid; when executed he shall forward it to the superintendent.

If the application be accepted, a pass book will be issued, in which shall be recorded each deposit and withdrawal as soon as made; the entry to state the amount in writing and in figures, to be dated and signed by the depositor or depositary, as the case may be. This pass book must be brought to the depositary each time a deposit is made or money withdrawn, that the transaction may be regularly noted.

The depositaries designated by the company to receive deposits will be supplied with duplex tickets, upon which every deposit must be reported. The depositor must personally send to the superintendent at Baltimore the duplicate ticket in a sealed envelope. The original will be sent to the same address by the depositary. Until each deposit is entered on the passbook by the depositary and the duplicate ticket forwarded to the superintendent by the depositor the transaction is not complete.

No persons other than those specifically designated by the company are authorized to receive deposits; nor will this department become responsible for any money not deposited in strict conformity with these regulations. The company guarantees the repayment of all deposits so made, and the payment of interest thereon, under the terms and conditions herein set forth.

On all sums of $5 and upward that have been on deposit not less than 3 calendar months interest will be paid at the rate of 4 per cent per annum (until changed by notice) from the 1st day of the month succeeding that in which the deposit was made. No interest will be paid on fractional parts of a dollar or for parts of a calendar month. Three months' notice will be given of any change in this rate of interest.

In addition to the interest guaranteed depositors, the committee may, in their discretion, after the close of any fiscal year, award them dividends from the net earnings of the savings feature, in proportion to the interest credited to their respective accounts for that year.

Interest on deposits will be credited at the end of each fiscal year and will thereafter form part of the principal.

No interest will be allowed on any account after the expiration of 10 years from the date of the last credit entry of the account, exclusive of entries of interest.

A depositor wishing to withdraw money from the savings feature, must forward to the superintendent an order for the amount on the blank provided for the purpose and obtainable from the superintendent or any designated depositary. Upon receipt of such order, a check for the amount, in favor of the payee named in the order, will be forwarded to the depositor in the care of the depositary designated in the order, who will deliver the same after entering the amount in the depositor's passbook.

Checks not delivered in 15 days will be returned by depositaries to the office of the superintendent and by him canceled.

The committee may require 30 days' notice on each order for the withdrawal of a sum exceeding one-fourth the entire deposit on which the order is drawn, though under ordinary circumstances this requirement will not be enforced.

No money will be paid or check delivered except to the depositor, or to his or her order, attested by a disinterested witness; and except upon identification of the person, presentation of the passbook, and entry of the transaction therein.

Presentation of a depositor's passbook, together with an order from him in the form prescribed, at the office of the superintendent, shall be conclusive evidence that the person presenting the same is

payee named in the order, and shall make the delivery of the check and the payment of the ney thereon to such a person a valid delivery and payment as against the depositor, without lia- ty therefor on the part of the company or any of its agents.

. depositor who has ceased to be employed by the company may retain his privileges as a deposi- if he then have a balance to his credit of not less than $50; otherwise, his account must be finally sed within 30 days, and balance, if any, withdrawn.

n case a depositor loses his passbook, immediate notice of the loss must be given the superintend- , and after a reasonable time has elapsed in which to notify all concerned, a duplicate will be fur- hed, so marked, upon the payment of 50 cents.

'he passbooks held by depositors must, whenever required, be forwarded to the superintendent by in mail. Regularly on the 30th day of June (or if that date falls on Sunday, then on the day pre- ling), each depositor must forward his or her passbook to the office of the superintendent (through nearest depositary, who will receipt for it), in order that interest accruing on deposits may be pperly entered thereon.

Any adult employee of the company who is a member of the relief feature and has been continu- sly in the service not less than 1 year may borrow from the savings feature sums not less than $100, the interest rate of 6 per cent per annum, charged from the 1st day of the month in which the loan consummated, upon the terms and under the conditions herein provided.

Any such employee wishing to secure a loan shall make an application in the form prescribed. he application should state particularly the amount of the loan, the purpose for which it is desired, d the property offered as security therefor, and that the applicant agrees to be bound by these gulations.

The superintendent will, on receipt of the application, obtain from the building inspector or other mpetent person a report on the value of the property offered as security, and from the proper offi- al a report of the applicant's service record, and such other information as may be necessary to ow that the applicant's case fulfills all the requirements of these regulations. If the case fulfills all he requirements the superintendent will submit the application and all the information obtained y him to the committee or subcommittee thereof, who will, in their discretion, grant or refuse the an, and whose decision shall be final.

Before any loan will be submitted to the committee it must appear to the satisfaction of the super- ntendent that the money will be used to acquire or improve a homestead situated within the limits ereinafter defined or to free it from debt, and it must further appear from the reports obtained by he superintendent that the amount of the loan does not exceed three-fourths of the market value of he property offered as security, and that the service record of the applicant is good.

Preference will be given to those applicants who have the best service record and to those who will se the loan to acquire or improve a homestead. The homestead must be adjacent to the Baltimore nd Ohio Railroad or one of its branches or divisions, within 1 mile thereof, unless located in a city hrough or into which such railroad runs.

The superintendent will promptly notify the applicant of the committee's decision. If the loan be ranted it will be subject to the approval of the title by the general counsel of the company, and the pplicant must within 60 days forward to the superintendent an abstract of the title and the execu- tion, delivery, and recording of such conveyances and other instruments as the counsel may deem necessary to secure the department, the loan will be consummated, and the money will be applied directly by the superintendent for the purposes for which the loan was granted, under the conditions herein provided.

The expenses of obtaining the abstract of title, drafting necessary papers, recording deeds, etc., including a fixed charge of $5 for legal expenses in the department, must be borne by the borrower. All title papers will be filed with the department until the loan is repaid.

Loans not consumated within ninety days from the date of the meeting at which granted can be consumated only if again approved by the committee.

No money will be paid directly to the borrower, but the superintendent will, with the approval of the borrower, pay the purchase money of, or discharge the liens or debts on, the property. In case the loan be granted for the purposes of building on or otherwise improving real estate the superin- tendent will apply the money to the payment of bills for labor or material approved by the borrower and certified by the building inspector of the department; but no such bills will be paid before the completion of the building or improvements, and then only when it is clearly shown that the amount applicable is sufficient to discharge all lienable claims and free the property from all liens, debts, or encumbrances of any kind, and only when the said building inspector has certified that the value of the improved property exceeds by one-third the amount of the loan. Where the loan is found insufficient to meet these conditions it will not be increased, but will be canceled, having been granted only on these conditions precedent.

Every borrower must provide life insurance in the natural-death benefit of the relief feature to an amount equal at all times to his indebtedness to the savings feature, in such manner that the benefits payable in case of his death may be available to discharge the said indebtedness. If the borrower cannot under the regulations of the relief feature obtain insurance therein to the amount of his indebtedness he must provide, in the same manner, insurance on his life in some regular life insur- ance company satisfactory to the superintendent.

The borrower must also keep the improvements on the property taken as security fully insured against fire, in a company approved by the superintendent or designated by the committee, and have the policy or policies therefor assigned in such a manner as the superintendent may direct, so as to protect the interests of the saving feature.

The borrower must promptly pay all taxes, assessments, public dues, and charges levied upon the property taken as security, and present proper receipts therefor for the inspection of the superin- tendent whenever requested. If he fail to do so, the superintendent may, if he think such a failure likely to impair the security, pay the same and deduct the sum so paid, with legal interest, from the borrower's monthly payments hereinafter required, before crediting the latter upon the principal or interest of the loan.

The amount charged to the borrower's account for money loaned, and for expenses, premiums on life or fire insurance, taxes, or other charges paid on his account, must be repaid with interest by payments into the savings feature on the first day of each calendar month, beginning with that fol- lowing the one in which the loan is consummated, at the rate of not less than $1.50 for every hundred dollars borrowed, until the principal and interest be paid in full. The monthly payments will, in the option of the superintendent, be applied to the payment of all the other charges in the account, before crediting any part upon the principal of the loan.

To secure the monthly payment of the sums above required, the borrower shall execute an order on the company authorizing it to apply monthly, from the first wages earned by him in each calen- dar month, the amount of said monthly payments to the credit of his account with the savings feature, which order will be irrevocable during the existence of his indebtedness and shall consti- tute an appropriation and assignment in advance to the company, in trust for the purpose aforesaid,

of such portion of his wages, having precedence over any other assignment by him of his wages of any claim upon them on account of liabilities incurred by him, subject, however, to the assignment contained in his application for membership in the relief feature.

A borrower who earns no wages in any month, or who has left the service, must, at his own risk, make his monthly payments to the treasurer of the company, and should at the same time notify the superintendent.

He must also keep the superintendent advised of his address.

If a borrower fail to make the monthly payments required by these regulations so that such payments are in arrears and unpaid, or if he make default in the payment of any premium for fire or life insurance, or any tax, assessment, or charge required to be paid by him under these regulations for a period of 30 days after the same becomes due and payable, the whole amount of the principal sum and interest of his indebtedness shall become and be due and collectible at the option of the committee, and the superintendent shall, if so directed by the committee, take all steps necessary to sell and realize on the property held as security for said indebtedness.

Deductions from wages for the monthly payments of borrowers must be entered on the pay rolls opposite the names of the borrowers, respectively, in a separate column, and designated at the head of the roll as deductions to the credit of the savings feature.

The fact that a borrower has left the service must be noted on the pay roll on which the last payment to him was made.

From the above it will be seen that any employee of the company, his wife, child, father, or mother, or the beneficiary of any deceased employee is permitted to deposit at any designated depositary any sum not less than $1 and not more than $100 in any 1 day. On any sums of $5 and upward so on deposit not less than 3 calendar months interest is paid at the rate of 4 per cent per annum from the 1st day of the month succeeding that in which the deposit was made. In addition to this interest, the committee may at the end of any fiscal year award depositors dividends from the net earnings of the savings feature proportionate to the interest credited to their respective accounts for that year. No interest is allowed on any account after the expiration of 10 years from the date of the last credit entered, exclusive of entries of interest. Depositors can withdraw money by forwarding an order on the superintendent, on receipt of which a check for the amount will be forwarded. The rules provide that 30 days' notice is necessary to withdraw a sum exceeding one-fourth of a person's entire deposit, but this rule has never been enforced. A depositor leaving the service of the company and having a balance of not less than $50 to his credit is permitted to retain his privileges as a depositor. The company assumes the financial obligation of guaranteeing the stability of this fund and the payment of interest at 4 per cent. The practical operation of the fund began August 1, 1892. From that date up to September 30, 1893, $82,555.35 were deposited and $48,440.63 loaned. During the whole history of this fund 7,569 accounts have been opened, and 3,204 are still in force. The report for the last fiscal year ending June 30, 1900, showed the amount of deposits as $569,152.12 and the amount loaned during the year $357,138.44. The total deposits since the establishment of this fund have been $4,179,940.55, and the total amount loaned has been $2,967,131.92. The amount now due depositors is $1,518,328.08, and the outstanding loans amount to $990,202.53. The expenses of operating the savings fund are paid from its funds, and from the report for the fiscal year ending June 30, 1900, there was written among liabilities, profit and loss, $43,783.59. The moneys received from depositors are invested in first-mortgage loans to employees of the company upon terms specified in the regulations as quoted above. These loans are made at the rate of 6 per cent per annum, charged from the 1st day of the month in which the loan is consummated, and are repaid at the rate of 1½ per cent monthly, or $1.50 per month on each $100 borrowed. The total amount loaned to employees has been expended in building 1,268 houses, buying 1,376 houses, improving 320 houses already owned, and releasing liens on 772 houses. Borrowers are required to keep the property taken as security fully insured against fire in a company approved by the superintendent or designated by the committee. The popularity of the loan feature among employees is due to the fact that the conditions are so much more favorable than those the building associations or other institutions loaning money on weekly or monthly payments offer. The success of the business conducted by this saving and loan department or fund may be judged from the fact that at the close of the fiscal year ending June 30 an extra dividend of 1½ per cent was declared to all depositors in the savings feature having accounts bearing interest at that date. This made the rate received 5½ per cent per annum.

§15. EMPLOYER'S LIABILITY: COMMON-LAW AND STATUTORY LIABILITY OF CORPORATIONS FOR INJURIES TO THEIR EMPLOYEES; THE FELLOW-SERVANT PRINCIPLE IN LEGISLATION AND COURT DECISIONS.

I. Historical retrospect.—The law is and has been for ages that a person is liable for all the natural consequences of his wrongful acts. Questions of *liability*, in this connection, most often arise in cases involving negligence,

Negligence is the failure to do what a reasonable and prudent person would narily have done under the circumstances of the situation, or doing what a person under existing circumstances would not have done." This explaon of negligence was given by Swayne, J., in Railroad Company *v.* Jones.[1]
he law is also firmly settled that one is responsible for the acts of his agent or servant when the latter is acting within the scope of his employment. This ne common law of England and of this country. The rule is expressed in this e phrase "Qui facit per alium, facit per se." What one does by another he s himself. It goes without saying that where the corporation is the employer l some one is injured by the act of his agent, the corporation is responsi: the corporation in this regard being no different from an individual or a tnership.

t follows that where A is riding on a coach or wagon belonging to B and driven C, and A is injured because C drove negligently, A can hold C liable, because vas guilty of a wrong. But it is evident, from common experience, that this nedy will not avail A, as the great probability is that C is not worth anything. however, being B's agent, A can hold B liable for this injury, and the law will y to B, "You have engaged C to drive your wagon. A was injured by neglince. You must answer for his wrong." This liability does not depend upon nether B was negligent in choosing an incompetent driver. The mere fact of ency is sufficient. This, then, is the state of the law. The reason for the rule not far to seek. Were the law otherwise, life and limb would not be protected the present highly developed society, where by far the greater part of the dustries are conducted not by the proprietors, but by their servants, who for e most part are irresponsible persons.

It might be stated, however, in order to make the matter perfectly clear, that here the injury for which one complains was caused either in whole or in any egree by negligence of the one injured he can not hold anybody liable, neither ne master nor the servant, as he has only himself to blame for the injury. Any egligence of the injured party which is contributed to is called contributory egligence.

This was in mere outline the law with reference to the liability of the master or the act of his servant, when the case of Priestly *v.* Fowler[2] was decided. In his case the servant who was in the employ of a butcher, sued his master for injuries received, because the master directed him to ride on a van belonging to he master, which was overloaded and not in proper state of repairs. In consequence of this the van broke down, and the plaintiff fell and was injured. The court held that he could not recover. The reason for the decision is not clear, being perhaps based on the fact of contributory negligence. The language of he court is: "The plaintiff must have known as well as his master and probably better whether the van was sufficient, whether it was overloaded, and whether it was likely to carry him safely." This case is cited because it is probably the first case recorded where the servant assumed the right to sue his master and is generally considered the first case that lays down the rule known as the "fellow servant rule" and which will be more fully explained presently.

The first case which squarely lays down the rule of law that a master is not liable to his servant for the negligence of a fellow servant, briefly known as the fellow servant rule, is Murray *v.* S. C. R. R. Co.[3] In this case the plaintiff, a fireman employed by a railroad company, was injured through the negligence of an engineer of the same train. The court decided that the company was not liable. The ground for the decision seems to be, inter alia, that the plaintiff knew that others need to be engaged to conduct a train on which he was and he had equal opportunity with the company to inform himself about the appointments in connection with this train (p. 402).

But the fountain head of all subsequent law interpreting the fellow-servant rule is Farwell *v.* Boston, etc., Railroad Company,[4] decided in 1849, Chief Justice Shaw delivering the opinion of the court. In this case the plaintiff, an engineer in the employ of a railroad company, was injured by the negligence of the switchman, whose character he knew, in leaving a switch open. The court decided that the plaintiff could not recover from the railroad company for the injuries received by him on account of the negligence of his fellow-servant. In the opinion the court said: "The general rule is that he who engages in the employment of another * * * in the performance of specific duties and services for compensation, takes upon himself the natural and ordinary risks and perils incident to the performance of such services, and in legal presumption the compensation is adjusted accordingly, and we are not aware of any principle which should except the perils arising from the carelessness and negligence of those who are

[1] 95 U. S., 439, 1877.
[2] 3 M. N. W. 1, 1837, Lord Abinger, C. B.
[3] 1 McMullan (S. C.) 385, 1838.
[4] 4 Metc., 49.

in the same employment. These are perils which the servant is as likely to know and against which he can as effectually guard as the master."

It is to be noted that in the first case cited, Fowler *v.* Priestly, the servant was in the employ of a butcher, who likely would have at the highest 1 or 2 servants only, and he was likely to know the character of the men who, together with himself, were employed by the common master. Moreover, all the illustrations drawn by the judge who decided that case were from among domestic servants who were thoroughly familiar with each other and who probably could take better precaution aginst their carelessness than the master could.

In the Murray case the plaintiff who was injured chose the engineer who according to his personal knowledge was efficient. They were both on the same train and there may be some reason in saying that when the plaintiff chose to go on that train he could have informed himself on the appointment and insisted on remedy of any defect, or refuse to go.

In the last case decided by Chief Justice Shaw, while the plaintiff knew the switchman through whose neglect he was injured, he was in a different department of the work, running a train, and certainly could not investigate into all departments of the railway service of the company in order to satisfy himself that the appointments were all safe and satisfactory.

Subsequently the fellow-servant rule was so extended as to include all injuries received by employees of railroads because of the negligence of other employees of the same company, irrespective of the department or the grade of service or employment of the employees.

The rule of law was thus stated by Field, J., in Chicago, etc., Railroad Company *v.* Ross:[1] "The general liability of a railroad company for injuries caused by the negligence of its servants to passengers and others not in its service *is* conceded. It covers all injuries to which they do not contribute. But where injuries befall a servant in its employ a different principle applies. Having been engaged for the performance of the specific services, he takes upon himself the ordinary risks incident thereto." (p. 383.) * * "Where the service to be rendered requires for its performance the employment of several persons, as in the movement of railway trains, there is necessarily incident to the service of *each* the risks that the others may fail in the vigilance and caution essential to his safety." In Holden *v.* Fitchburg Railroad,[2] Gray, C. J., says: "It is well settled in this Commonwealth and in Great Britain that the rule of law that a servant can *not* maintain an action against his master for an injury caused by the fault or negligence of a fellow-servant, is not confined to the case of two servants working in company or having opportunity to control or influence the conduct of each *other*, but extends to every case in which the two, deriving their authority and their compensation from the same source, are engaged in the same business, though in different departments of duty."

Perhaps the furthest limit of the fellow-servant rule extant is a case decided in Massachusetts (Gillshannon *v.* Stony Brook Ry. Co., 10 Cush., 228, 1852), in which the plaintiff, who was in the employ of the defendant railroad company, was riding to and from work on one of its trains, and while riding was injured through an accident caused by the negligence of the engineer. The court held that the injury was caused by a fellow employee and that the plaintiff could not recover. In at least one State the statute has extended the fellow-servant rule. In Pennsylvania the act of April 4, 1868,[3] provides that when any person shall sustain personal injuries or loss of life while lawfully engaged or employed on or about the roads, works, depots and premises of a railroad company, or in or about any train or car therein, of which company such person is not an employee, the right of action and recovery in all such cases against the company shall be such only as would exist if such person were an employee; provided that this act shall not apply to passengers.

This then being the state of the law and the severity of the rule being felt in some instances, an exception began to grow up to the working of the rule. The exception is what has since become known as the "vice principal rule." The court in Prevost *v.* Citizens' Ice, etc., Company,[4] speaking through Mitchell, J., thus defined a vice principal: "A vice principal for whose negligence an employer will be liable to other employees must be either, first, one in whom the employer has placed the entire charge of the business, or of a distinct branch of it, giving him not mere authority to superintend certain work or certain workmen, but control of the business or of a distinct branch of it, and exercising no discretion or oversight of his own; or, secondly, one to whom he delegates a duty of his own which is a direct, personal, and absolute obligation, from which nothing but performance

[1] 112 U. S., 377, 382 (1884).
[2] 129 Mass., 268, 271 (1888).
[3] P. L. 58, 1.
[4] 185 Pa., 617, 621 (1898).

relieve." We are more particularly interested with the first branch of this nition.

his principle is illustrated by the great case of Chicago, M. & St. P. R. R. Co. *v.* ss.[1] In this case the plaintiff, an engineer, received injuries from a collision ich occurred because of the negligence of the conductor who had charge of train. The court held that the company was liable in damages to the plaintiff ne and the conductor were not fellow-servants. The court said: "There is in judgment a clear distinction to be made in their relation to their common ncipal between servants of a corporation exercising no supervision over others gaged with them in the same employment and agents of the corporation thed with the control and management of a distinct department in which their ty is entirely that of direction and superintendence. A conductor, having the tire control and management of a railway train, occupies a very different posi- n from the brakeman, the porter, and other subordinates employed. He is, in ct, and should be treated as, the personal representative of the corporation, for ose negligence it is responsible to subordinate servants."

In Ohio and Kentucky the same result is arrived at on reasoning analogous to at of Mr. Justice Field in the Ross case. In New York the same result was ached in Breckner *v.* New York Central R. R. Co.,[2] where the court held that e negligence of the master mechanic of the company in employing incompetent en was negligence for which the company was liable.

Moreover, the tendency illustrated in the Ross case and in decisions of a limited mber of State courts was further illustrated by statutes passed in several of the Western States defining who are fellow-servants, so as to limit the operation of ne fellow-servant rule. Thus in Ohio the act of April 2, 1890,[3] provides that in n action for negligence against a railroad company for injury resulting from nother employee thereof "every person in the employ of such company actually aving power or authority to direct or control any other employee of such com- any is not the fellow-servant, but superior of such other employee; also that very person in the employ of such company having charge or control of employees n any separate branch or department shall be held to be superior and not the ellow-servant of employees in any other branch or department, who have no ower to direct or control in the branch or department in which they are mployed. See also Texas laws of March 10, 1891,[4] which contains practically the ame provision as the first part of the act just cited.

Unfortunately, the tendency thus indicated received a check from the Supreme Court of the United States, which, instead of following the doctrine of the Ross case, at first got around it and finally overruled it. In New England Railroad Company *v.* Conroy, B. L., 27; 20 Supreme Court Rep., 85 (1899), cited at length in Exhibit 4, p. 970 of this report, the court held that a conductor and a brakeman are fellow-servants and the latter can not recover from the company for injuries received because of the negligence of the former.

This, then, in brief outline, is the condition of the law on this subject. To appreciate the importance of this question and how intimately it affects railroad employees, it is only necessary to state that on June 30, 1900, there were in the railway service in the United States 1,017,653 employees. During the year then ending 2,550 of these employees were killed and 39,643 injured in such service, or, of those employees, 1 out of every 399 was killed, and 1 out of every 26 was injured.

The law, then, is that where a passenger or a third person is injured by the negligence of any one employed by the railroad company he can recover damages, in a certain measure compensatory of his injuries. Where such a person is killed, his representatives can recover from the company for the loss so incurred.

But where the injured or deceased person happens to be an employee of the railroad company and was injured because of any negligence of a fellow employee, then the fellow-servant rule applies, and excludes compensatory damages to the injured, or damages to the representatives for loss of deceased parent or son. It is no wonder that the workingman looks upon this law as extremely harsh and unfavorable to him, savoring too much of the olden times when the workingman was considered a serf or slave of his master and could not expect any protection from the law made and interpreted by the master.

The apologetic reasons for the existence of the fellow-servant rule satisfy no one but those who utter them. It is said that the employee assumes the risks of his employment. But the most reasonable interpretation of that rule was given by O'Neall, J., one of the dissenting judges in Murray *v.* S. C. R. R. Co.,[5] as follows:

[1] 112 U. S. 377, 390, 1884, Field, J.
[2] 2 Lans. 506, 1870.
[3] Laws, p. 149, sec. 3.
[4] Laws 22d leg., p. 25.
[5] 1 McMullan (S. C.), 385, (1841).

"I admit here, once and for all, that the plaintiff, like any other servant, took as a consequence of his contract the usual and ordinary risks of his employment. What is meant by this? No more than that he could not claim for an injury against which the ordinary prudence of his employer, their agent or himself could provide. Whenever negligence is made out the cause of injury, it does not result from the ordinary risks of employment."

It is said, moreover, that there is a presumption of law that the employer regulates the employee's compensation with these risks in view, including the risk of being injured by a fellow employee. While this reasoning may satisfy the lawyer, who is used to deal with fictions in the law, it certainly can not satisfy the railroad brakeman who is injured, and by this reasoning is barred out of his recovery when he, as well as everyone connected with railroads—in fact, with any kind of employment—knows that this increase in wages commensurate with the increase in risk exists only in the imagination of the courts; and it is a matter of common experience that those engaged in the more hazardous departments of the railway service are underpaid rather than overpaid. As has been aptly said: "The men of foresight who are supposed to bargain for extra compensation in dangerous occupations are seldom found in such occupation at all; it is rather the men who are unable to find any other employment, let alone compel the employer to accede to their own terms." (Employer's liability in E. & A. N. Y., 1899, p. 676.) Then comes the reason of public policy. "It is assumed that the exemption operates as a stimulant to diligence and caution on the part of the servant for his own safety as well as that of his master. But it may be doubted whether the exemption has the effect thus claimed for it. We have never known parties more willing to subject themselves to dangers of life or limb because, if losing the one, or suffering in the other, damages could be recovered by their representatives or themselves for the loss or injury. The dread of personal injury has always proved sufficient to bring into exercise the vigilance and activity of the servant." (Chicago, etc., *v.* Ross, 112 U. S., 379, 383, 1884.) If you add to the doubt thus raised by Justice Field the further fact "that whenever the employer has been made responsible for injuries to his employee, suffered while using due diligence, through the negligence of a coemployee, the public and general convenience, to say nothing about the injured employee himself, has been better served. Why? Chiefly because the employer has been thus induced to exercise greater caution and discretion in the selection of competent and faithful employees; obviously also to his own advantage in the lessening wear, tear, and waste, breakage and damage to his work, ways, or plant." On what then rests the public policy of exempting the employer in such a case when both on reason and experience the public, the employee, and the employer himself are better served by refusing him such an exemption?

Finally, whatever reason there may be in saying, as the courts in Priestly *v.* Fowler say, that in case of domestic servants the injured party himself probably knew the capacity of his fellow-servant better than the master could have known, and so he could take better precaution for his safety than the master could have taken, and whatever reason there may be in saying that when two workmen work side by side on the bench and the injured person was in a position to control the action of the fellow-servant whose negligence caused his injury, that reason can not apply to the extended application of the fellow-servant rule as given in England, in Massachusetts, and in the Federal courts. To hold that the engineer or fireman of a train injured because of the neglect of the switchman in leaving open the switch in any modern large railroad employing thousands of men must suffer for the negligence of the switchman is extending the rule of fellow-servants beyond the shadow of a reason.

II. Statutory modifications of the fellow-servant rule.—Such is the condition of the law with reference to the unenviable position of the employees of railroad corporations. The "fellow-servant rule" was not nearly so popular in the communities as the wide extent of the existence of the rule might indicate. In some quarters it has been felt that this law is at best "bad policy." Especially was it unpopular among the working classes, and in particular those whom it affected to the greatest extent—the railroad men, the miners, and the factory hands.

The decisions of the court having permanently engrafted the fellow-servant doctrine upon the common law, it was within the province of the legislatures to change the law by providing a substantial remedy to such employees as suffer under the unjust discrimination against them.

The legislatures then turned their attention to this branch of the law, and a glance at this legislation will be taken. The legislature of Georgia as early as 1855 passed an act which is very simple and direct. It provides as follows: Rail-

ad companies are common carriers and liable as such. As such companies cessarily have many employees who can not possibly control those who should ercise care and diligence in the running of trains, such companies shall be ible to such employees as to passengers for injuries arising from the want of ch care and diligence.

If the person injured is himself an employee of the company and the damage as caused by another employee, and without fault or negligence on the part of e person injured, his employment by the company shall be no bar to the covery of damages.

The legislature of Iowa in 1862 made corporations operating railroads liable to eir employees for all damages sustained in consequence of neglect of agents or her employees in connection with the use or operation of any railway, and no ntract which restricts such liability shall be legal and binding. The Territory f Montana and the State of Kansas passed similar statutes in 1873 and 1875, spectively.

Wisconsin passed a similar statute in 1875, but it was repealed in 1880. In 889, however, a new law was passed in this State rendering railroad corporations able for injuries received to any employee without contributory negligence, ither from defect of locomotive, etc., or because of the negligence of any other mployee or officer of the corporation.

The most important change wrought by the legislature in this branch of the law vas accomplished in England and in Massachusetts, where the fellow-servant ule had the widest application, and where, especially in England, no grade of ervice nor wide difference of departments served to prevent the operation of the ellow-servant rule. The English employer's liability act was passed in 1880[1] nd has since been the model of a great part of the legislation in this country. It was passed in obedience to the urgent needs of the laboring classes that the managers and superintendents and others exercising authority should not be considered fellow-workmen with the injured employee, and that the fellow-servant rule should apply only to those cases where the employee could, by observation or complaint, control the conduct of his coemployee. The act provided relief for personal injuries received by workingmen:—

(1) By reason of any defect in the condition of the ways, works, machinery, or plant connected with or used in the business of the employer; or

(2) By reason of the negligence of any person in the service of the employer who has any superintendence intrusted to him, while in the exercise of such superintendence; or

(3) By reason of the negligence of any person in the service of the employer, to whose orders or directions the workman, at the time of the injury, was bound to conform, and did conform, where such injury resulted from his having so conformed; or

(4) By reason of the act or omission of any person in the service of the employer, done or made in obedience to the rules or by-laws of the employer, or in obedience to particular instructions given by any person delegated with the authority of the employer in that behalf; or

(5) By reason of the negligence of any person in the service of the employer who has charge or control of any signal, points, locomotive engine, or train upon a railway, the workman, or, in case the injury results in death, the legal personal representatives of the workman, and any person entitled in case of death, shall have the same right of compensation and remedies against the employer as if the workman had not been a workman of nor in the service of the employer, nor engaged in his work. (Kendall's article, p. 158, Railway Conductor, March, 1897.)

This act, however, was far from realizing the benefits that were hoped to be derived from it. Perhaps the chief reasons were the costs of the procedure to recover the damages given by the act and the extreme difficulty in proving negligence, which the act made the basis of recovery. Moreover, the employer can escape liability entirely by letting his work out to a contractor.

The feeling that the employee should get compensation for his injuries received in the course of his employment, not due to his own negligence, whether there had been negligence or not, also the feeling of providing a simpler and less costly mechanism for the operation of the law, found expression in the workman's compensation act of 1897[2] and its amendment of 1900. The act of 1897 provides as follows:

If, in any employment to which this act applies, personal injury by accident arising out of and in course of the employment is caused to a workman, his

[1] See Industrial Commission Report, Vol. XVI, p. 68. [2] Ibid, p. 71.

employer shall, subject as hereinafter mentioned, be liable to pay compensation in accordance with the first schedule of this act."

The act then provides that the employer shall not be liable if the injuries disabled the workman for less than two weeks; also, if the injury was caused by the serious or willful misconduct of the injured workman; also, that notice of the injury must be given within six months. The act further provides that the contractor shall be liable for the injuries caused to the employee while in the employ of a subcontractor.

A scheme of compensation or insurance may be agreed upon between the workmen and employer, which must be filed with the registrar of friendly societies. The act then provides for arbitration of differences. Finally it is declared that the act shall apply to employments "on or in or about railway, factory, mine, quarry, or engineer work, and to employment by the undertakers, as hereinafter defined, on, in, or about any building which exceeds 30 feet in height, and is either being constructed or repaired by means of scaffolding, or being demolished, or on which machinery driven by steam, water, or other mechanical power is being used for the purpose of the construction, repair, or demolition thereof."

The amendment of 1900 extends the remedy of the workmen's compensation act to agricultural laborers. The passing of the English employer's liability act of 1880 gave a great impetus to legislation on this subject in this country. We accordingly find that besides Georgia and Iowa, already mentioned, Alabama in 1885 passed an act practically the same as the English act of 1880. Massachusetts in 1887 passed a similar but more comprehensive statute. At the present time there are 22 States that either in a limited or a more extended degree contain provisions giving remedies to employees injured in the course of their employment in cases where prior to the passing of these statutes they were denied the right to recover. In Mississippi and South Carolina such a remedy is provided for by the constitution in case of railroad corporations, and the legislature of Mississippi has extended the remedy to all corporations.

These statutes have been repeatedly held to be constitutional. Some of the courts have declared that as these statutes are in derogation of the common law, they should be construed strictly, and the remedy contained in them should not be extended beyond the plain provision contained in the statute. Accordingly the supreme court of Massachusetts has decided that an injury received by an employee on an engine in the roundhouse was not within the statute, as an engine in the roundhouse is not on the railroad tracks. Generally, however, the courts have interpreted the statute so as substantially to administer the remedy provided by the statute. In the words of the court in Mobile, etc., Railway Company v. Holbron,[1] in its construction, the court should consider its object, have regard to the intention of the legislature, and take a broad view of its provisions commensurate with the proposed purposes.

In Chicago, etc., Railroad Company *v.* Rouse (52 N. E. Rep., 951, 1891), an injury occurred to an employee of the railroad company in Indiana. The person injured brought suit in Illinois, and the court held that he was entitled to the remedy of the Indiana statute, providing a recovery in certain cases to employees of corporations. "We perceive no ground warranting us to declare that the enforcement of the doctrine as enlarged or extended by the Indiana statute, must be regarded as so repugnant to good morals or natural justice, or so prejudicial to the best interests of our people, that we should shut the door of our courts against a suitor who seeks to enforce a right of action which arose under the statute of the sister State."

One of the most important questions arising in connection with the remedy afforded by these statutes is the question of contracting out.

In England the law is that contracts made by the employees releasing their employer from liability arising under these statutes are perfectly valid and enforceable. An employer may therefore waive the benefit under these acts and such waiver will be binding not only against himself, but as well against his personal representatives.

In this country the courts are generally of a contrary opinion, and the rule of law that prevails here is that it is against public policy for an employee to contract in advance to release his employer from the liability created by these statutes. The State of Georgia seems to be the only jurisdiction where the employer can, by contracting with his employee, relieve himself from any liability for injuries that may arise in the future for which the employee was given a remedy by express provisions of the statute.

In many States, however, there is a statutory provision that such contracts shall be void, among them the State of Georgia. In the constitutions of Colorado, Mississippi, South Carolina, and Wyoming provision is made that "any contract

[1] 84 Ala., 133, 134 (1887).

agreement with any employee waiving the right to recover damages for causing death or injury of any employee shall be void." A provision similar in effect made by statute in the following States, viz, Arkansas, Florida, Indiana, Iowa, ssachusetts, Minnesota, Missouri, North Carolina, North Dakota, Wisconsin. ese statutes are most salutary, as they put it out of the power of the corpora- n to compel their men to relieve them from liability by reason of any injury ulting to the employee during his employment.

Since these statutes abrogating the fellow-servant rule have become general in is country, voluntary relief associations have come into prominence and have come very common, especially among large corporations.

In Ottis *v.* Pennsylvania Company, 71 Fed. Rep., 186 (1896), B. L. No. 5, July, 96, the plaintiff sued the defendant company in the Federal courts in the district Indiana for injuries received while in the employ of the defendant company. ne defendant sets up as a defense the following state of facts: The defendant, gether with certain other corporations, formed a "voluntary relief depart- ent." Membership is open to the employees of such corporations as form this sociation. Membership is purely voluntary, but all those who become mem- rs contribute monthly certain portions of their wages. The association has r its object the relief of such of its employees as become members, in case of ckness or disability from accident, or the relief of their families in case of the ath of any members, by payment to them of definite amounts out of the fund the association. This fund is formed by contributions from employees as above scribed and by contributions, when necessary, to make up any deficit by the veral companies. All the employees who become members must sign applica- ons for membership and agree, inter alia, that the acceptance of the benefits from ne said relief fund for injury or death shall operate as a release for all claim for amages against the company. The defendant then avers that the plaintiff ecame a member of this association and has accepted $660 from the relief funds or the injuries on which he has now brought suit.

The question presented to the court was whether the contract had the effect of eleasing the company. The court held that while it is no doubt true that a ailroad company can not relieve itself from its own negligence by any contract ntered into for that purpose before the happening of the injury, the present case lid not come within that rule. The plaintiff upon being injured had two remedies pen to him: He could either pursue the remedy given to him by the law or accept he benefit of the relief fund and thus bind himself by his act to release the com- pany for his claim for damage. The plaintiff, having accepted the benefit of the relief fund, was therefore barred from recovering against the company.

We might add that this decision represents practically the view of all the courts on the subject of these relief associations. It has, however, justly been held in one case that where there is a statute making void any contract entered into between the company and its employees whereby the company is released from liability for injuries received by an employee, that statute applies to the relief associations of this character. The case referred to is Pittsburg, C., C. & St. L. Ry. Co. *v.* Montgomery, 49 N. E. Rep., 582; B. L., No. 18, September, 1898.

This decision, unfortunately, does not represent the general view of the courts on this subject, several decisions having been rendered holding a contrary view. The State of Iowa has by statute declared that such arrangement shall not operate as releasing the company from its liability. The act of March 8, 1898, provides that no contract of insurance or acceptance of benefit releases from liability.[1]

Perhaps the most reasonable provision is made by the Massachusetts employers' liability act, the sixth section of which provides that where an employee has accepted the benefit from the relief fund of such organization, the employer may prove, in mitigation of damages recoverable by the employee, such proportion of the amount so received by the employee "as the contribution of such employer to such fund or society bears to the whole contribution thereto."

We have here tried to give the condition of the law on the subject of employers' liability in railroad corporations and incidentally in other employments as it exists to-day. One thing impresses itself on one in investigating this subject, and that is that the law is not in its final state. The English workmen's compensation act of 1897 is not final, and may in the near future be extended to all departments of employment, as evidenced by the amendment of 1900, extending the benefits of the act to agricultural laborers.

In this country not quite half of the States have attempted to alleviate the evil of the fellow-servant rule, at least in the more hazardous employment of railroad men.

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[1] See text of act, p. 1127 of this report.

It is to be hoped that out of this chaos of legislation and decisions a system will be evolved, fairly meeting the needs and affording a remedy. It is also to be hoped that in the near future other States will fall in line with the States that have attempted by legislation to solve this economic and industrial problem of the labor world.

It is believed that of all the civilized nations the United States have given the least systematic attention to labor legislation. The workingman in America has in the past neither needed nor asked so much protection at the hands of his Government as has his fellow workman in Europe, so that, considered as a whole, it is perhaps true that the United States as a nation is less friendly than we suppose in its laws to workingmen, having changed places with England, which occupied that position till she passed the acts of 1880, 1897, and 1900.

The general feeling of railway labor on the one specific point of the liability of its employers for compensation for accidents is frequently and almost unanimously expressed in terms similar to those of the following representative resolutions submitted to the Industrial Commission:

Whereas the common law as applied by our courts in civil actions brought by employees to recover for injuries received through the negligence of coemployees is unfair and unjust, and as there is great need for legislative action to remove the injustices from which we suffer at the hands of our courts in such cases: Therefore,

Be it resolved, That we, members of the Brotherhood of the Locomotive Engineers, Brotherhood of the Locomotive Firemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and Order of Railroad Telegraphers, in joint meeting assembled at Carnegie, Pa., on this 16th day of July, 1899, earnestly urge Congress to pass a law giving employees of interstate railroads the same rights to recover for injuries caused by the negligence of coemployees as are now enjoyed by those who are not employees.

Be it further resolved, That a copy of this resolution be sent to the President of the United States, the United States Senate, the House of Representatives, and the United States Industrial Commission.

(Signed) JAMES F. SMITH, *Chairman*.
(Signed) J. D. RAUTH, *Secretary*.

§16. SAFETY APPLIANCES; LEGISLATION AND ITS ENFORCEMENT.

The great risks of railway employment and the numerous accidents which cause loss of life or limb to railway employees gives the subject of safety appliances its relatively great importance in all discussions of railway labor.

The statistics of railroad accidents have been inquired into with great thoroughness from the beginning of the organization of the Interstate Commerce Commission. The casualties to employees are very much more numerous than those to passengers. The commission in its third annual report gave the following figures for the year ending June 30, 1888:

	Killed.	Injured.
Passengers	315	2,12
Employees	2,070	20,14
Other persons	2,897	3,02
Total	5,282	25,28

These reports cover nearly 93 per cent of the total mileage of the country. The third annual report says, speaking of the hazard run by individual employees: "Some estimate of how great this hazard is in the case of one class of employees may be made from the record of the Brotherhood of Railroad Brakemen, an organization that has for one of its objects the insurance of members against death or total disability. During the year 1888 the average membership of this brotherhood was 10,052.5. Insurance has been paid upon 114 deaths and 53 total disabilities, the result of injuries received from railroad cars during that year. In the same time there were only 31 deaths and 6 total disabilities from natural causes. These data are taken from the printed assessment notices of the order. Thus 1 in every 88 of the members of this organization is killed yearly and 1 in 69 suffers either death or total disability. It appears also that a brakeman has only 31 chances in 145, or only 1 in 4.7, of being allowed to die a natural death. Exception may perhaps be taken to this conclusion on the ground that brakemen are mostly young and vigorous men not likely to die from natural causes, but surely this view of the case is not more satisfactory than the other. No record is kept showing the number of lesser injuries received, but if the ratio of killed to wounded is taken at the same as that which, according to the figures quoted above, holds good in accidents to railroad employees over the country at

ge, namely, 1 to 9.78, the number of those receiving injuries serious enough to reported to the commission would be, exclusive of the killed, 1,109, or 1 in 9 the members of the order. It would appear from this result that, besides nning great danger of death, a brakeman will, on the average, be injured once r every 9 years of service. It should be said that this brotherhood includes ıite a number of conductors and others whose occupation is less dangerous an that of brakemen, so that the hazard to brakemen is presumably somewhat eater than here shown. It is probable that no occupation followed in this untry by any large class surpasses in danger that of the railway brakeman." ne commission made special inquiry to find a remedy for this state of affairs. addressed inquiries to the car building departments of the leading roads to get chnical opinions concerning automatic freight-car couplers, and it made inquiry other well-informed sources concerning the advisability of Federal regulation a the mechanical features of railroad working. The results of this investigaon are printed in Appendix 10 to the third annual report of the commission. It ound that the Master Car Builders' Association had been active in studying nechanical appliances to meet the requirements of modern railroading, and the eport states that any improvement in safety appliances must depend for its sucess upon uniform action, and in order to accomplish this must secure the approval f the Master Car Builders' Association. The report then called the attention of Congress to the discussion of this subject in the reports of State railroad commisions and to the legislative action already taken by Connecticut in 1882; Massahusetts in 1884; New York and Michigan in 1886, looking to the adopting of utomatic couplers such as would meet the approval of their respective State ailroad commissions. The Master Car Builders' Association convention in 1887 ubmitted an elaborate report recommending one of the types of vertical plane ook couplers as the standard of the association. The association took a formal ote upon the standard thus recommended and decided that a two-thirds majority was necessary to secure adoption. Each member representing a railroad was entitled to one vote, and to an additional vote for each thousand cars owned by the railroad. The ballot resulted in the adoption of the proposed coupler by a vote of 474 to 194. The activity of the railroads, however, in fitting their cars with these couplers—the action of the association having no binding force—was not as satisfactory as was generally expected. Some new cars were equipped with the standard coupler, the first cost of which was from $20 to $25 a car, while the old form of link and pin cost only $10 to $15. The advantage of automatic couplers in the prevention of accidents depended, of course, upon their general adoption, and not upon an occasional car in a train being so fitted. The commission summarized in its reports the situation, as follows: "A few large roads have actually adopted some form of the master car builders' coupler, and are bringing it into use as fast as could be reasonably expected. Many others are experimenting with various forms. A few, principally in New England, are actively opposed to the standard. A very large number mildly favor it, but are waiting for general action. The smaller, poorer, and less progressive roads are generally indifferent to the whole question." Scarcely less important as a means of saving life is the use of automatic air brakes continuous throughout the train and operated principally from the engine, which is almost universal upon passenger cars. The saving to be anticipated from the use of automatic air brakes on freight trains is summed up by the Interstate Commerce Commission, in its third annual report, as follows:

"First. By diminishing the number of collisions and train accidents of all kinds. A freight train running at high speed can be stopped, if fully equipped with continuous brakes, in a distance less than its own length. If hand brakes are relied upon, it will usually run half a mile or more. It is thus, in the first case, subject to the immediate and efficient control of the engineer, who can stop it in a few seconds on the appearance of danger. Collisions are also frequently prevented by the automatic action of continuous brakes, which, in case a train parts by the failure of a coupling, immediately brings both sections to a stand. With hand brakes, and especially on a steep grade, such accidents, which are quite common, often result in a collision between the parts of the broken train.

"Second. The destructive effects of derailment are greatly decreased, since any displacement of cars sufficient to break the air-hose connection between two of them at once sets the brakes throughout the train and brings to a stop, perhaps when as yet only a few cars have had time to leave the track.

"Third. Continuous brakes do away for the most part with the necessity for traversing the tops of moving trains. Under the old system, which is still the general one, men are out on the darkest nights and in the coldest weather, sometimes when the roofs are covered with ice, making their way from car to car, setting or loosing the brakes. The returns to the commission do not show the number of men killed and injured in falling from cars, but an estimate may be made by tak-

ing that proportion of the totals which is usually found to be due to this cause. Such a process gives: Killed, 613; injured, 4,025."

An important statement concerning the supposed carelessness of railroad employees is also given in this report, as follows:

"Nor should much weight be given to the statement sometimes made that employees can not be protected; that they are usually themselves responsible for accidents, being reckless and unwilling to take the precautions that would save them. It need not be claimed for them that they are more cautious than other men, but only that their duties should, when possible, be made such that a reasonable degree of caution will protect them. It is not easy to see that a man whose foot catches in a frog while his attention is concentrated upon effecting a coupling, or who slips from a car on an icy night, is necessarily reckless. There is no reason for supposing that trainmen value their lives less than other people, or are less careful of them. A brakeman is as cautious as a general manager would be with the same duties, the same haste, exhaustion, and exposure. It is surprising that such arguments should have weight with anyone."

No definite recommendations were made to Congress in the third annual report of the Interstate Commerce Commission, although as early as March, 1889, the following resolution was offered by the Hon. George G. Crocker, of Massachusetts, at the first national convention of railroad commissioners held in Washington, and unanimously adopted:

"Whereas thousands of railroad employees every year are killed or injured in coupling or uncoupling freight cars used in interstate traffic and in handling the brakes of such cars, and most of these accidents can be avoided by the use of uniform automatic couplers and train brakes; and

"Whereas the success and growth of the system of heating cars by steam from the locomotive or other single source largely depends on the adoption in interstate traffic of an uniform steam coupler; and

"Whereas these subjects are believed to be of pressing importance, and within the proper scope of the powers of the Congress of the United States, while attempts on the part of the individual States to deal with them have resulted, and must continue to result, in conflicting regulations:

"*Resolved*, That we do respectfully and earnestly urge the Interstate Commerce Commission to consider what can be done to prevent the loss of life and limb in coupling and uncoupling freight cars used in interstate commerce, and in handling the brakes of such cars, and in what way the growth of the system of heating passenger cars from the locomotive or other single source can be promoted to the end that said Commission may make recommendations in the premises to the various railroads within its jurisdiction and make such suggestions as to legislation on said subjects as may seem necessary or expedient."

An increased ratio of casualties for the year ending June 30, 1890, was also reported by the statistician of the Interstate Commerce Commission, and several bills were introduced both in the Senate and House of Representatives, and a hearing was had before the Senate Committee on Interstate Commerce in April and May, 1890. The second and third annual conventions of railroad commissioners both passed resolutions on the subject suggesting that the respective States require by law the adoption of the automatic coupler of the master car-builders' type, and at the third convention a committee was appointed to secure Congressional action in regard to safety appliances. A paper on this subject, prepared by the secretary of the Interstate Commerce Commission, Mr. Edward A. Moseley, is printed as Appendix G in the fifth annual report of the commission. In April, 1892, a bill was introduced into the Senate directing the Interstate Commerce Commission to inquire and report annually to Congress the total number of freight cars engaged in interstate commerce, the number equipped with automatic couplers and continuous brakes, etc., and the progress made in the application of safety appliances. A different bill was passed in the House and both were pending at the time the Interstate Commerce Commission submitted its sixth annual report. This report, however, recommended that Congress take some action to secure uniformity of safety appliances, and a bill pending at this time was passed, approved and became law March 2, 1893. The text of this bill is as follows:

THE SAFETY-APPLIANCE ACT.

"AN ACT to promote the safety of employees and travelers upon railroads by compelling the common carriers engaged in interstate commerce to equip their cars with automatic couplers and continuous brakes, and their locomotives with driving-wheel brakes, and for other purposes.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That from and after the first day of January, eighteen hundred and ninety-eight, it shall be unlawful for any common carrier

gaged in interstate commerce by railroad to use on its line any locomotive gine, in moving interstate traffic, not equipped with a power driving-wheel ake and appliances for operating the train-brake system, or to run any train in ch traffic after said date that has not a sufficient number of cars in it so equipped th power or train brakes that the engineer on the locomotive drawing such ain can control its speed without requiring brakemen to use the common hand ake for that purpose.

"SEC. 2. That on and after the first day of January, eighteen hundred and nety-eight, it shall be unlawful for any such common carrier to haul or permit be hauled or used on its line any car used in moving interstate traffic not uipped with couplers coupling automatically by impact, and which can be coupled without the necessity of men going between the ends of the cars.

"SEC. 3. That when any person, firm, company, or corporation engaged in terstate commerce by railroad shall have equipped a sufficient number of its cars as to comply with the provisions of section one of this act, it may lawfully fuse to receive from connecting lines of road or shippers any cars not equipped fficiently, in accordance with the first section of this act, with such power or ain brakes as will work and readily interchange with the brakes in use on its wn cars, as required by this act.

"SEC. 4. That from and after the first day of July, eighteen hundred and ninety-ve, until otherwise ordered by the Interstate Commerce Commission, it shall be nlawful for any railroad company to use any car in interstate commerce that is ot provided with secure grab irons or handholds in the ends and sides of each car or greater security to men in coupling and uncoupling cars.

"SEC. 5. That within ninety days from the passage of this act the American ailway Association is authorized hereby to designate to the Interstate Commerce ommission the standard height of drawbars for freight cars, measured perpendicularly from the level of the tops of the rails to the centers of the drawbars, for ach of the several gauges of railroads in use in the United States, and shall fix a naximum variation from such standard height to be allowed between the drawars of empty and loaded cars. Upon their determination being certified to the nterstate Commerce Commission, said Commission shall at once give notice of he standard fixed upon to all common carriers, owners, or lessees engaged in nterstate commerce in the United States, by such means as the Commission may leem proper. But should said association fail to determine a standard as above provided, it shall be the duty of the Interstate Commerce Commission to do so, before July first, eighteen hundred and ninety-four, and immediately give notice thereof as aforesaid. And after July first, eighteen hundred and ninety-five, no cars, either loaded or unloaded, shall be used in interstate traffic which do not comply with the standard above provided for.

"SEC. 6. That any such common carrier using any locomotive engine, running any train, or hauling, or permitting to be hauled or used on its line any car in violation of any of the provisions of this act shall be liable to a penalty of one hundred dollars for each and every such violation, to be recovered in a suit or suits to be brought by the United States district attorney in the district court of the United States having jurisdiction in the locality where such violation shall have been committed, and it shall be the duty of such district attorney to bring such suits upon duly verified information being lodged with him of such violation having occurred. And it shall be the duty of the Interstate Commerce Commission to lodge with the proper district attorneys information of any such violations as may come to its knowledge: *Provided*, That nothing in this act contained shall apply to trains composed of four-wheel cars or to locomotives used in hauling such trains.

"SEC. 7. That the Interstate Commerce Commission may from time to time, upon full hearing and for good cause, extend the period within which any common carrier shall comply with the provisions of this act.

"SEC. 8. That any employee of any such common carrier who may be injured by any locomotive, car, or train in use contrary to the provision of this act shall not be deemed thereby to have assumed the risk thereby occasioned, although continuing in the employment of such carrier after the unlawful use of such locomotive, car, or train had been brought to his knowledge.

"Approved, March 2, 1893."

In pursuance of the authority conferred by this act the American Railway Association, on April 12, 1893, designated the standard height of drawbar for standard-gauge railroads at 34½ inches, measured perpendicularly from the tops of the rails to the center of the drawbars, and the maximum variation at 3 inches; for the narrow-gauge railroads, 26 inches in height with a 3-inch variation, measured in the same way as designated. The Commission notified the roads of this

decision and learned that the leading railroads of the country acquiesced promptly in the requirement of the law. The Master Car-Builders' Association also adopted this standard and the Commission expressed the belief that prior to July 1, 1898 (the time fixed by law) all drawbars of freight cars in the United States engaged in interstate commerce would practically be of the prescribed height. The changes required in freight cars by this law affected at least 1,000,000 cars and required a vast outlay of money, in consideration of which fact the law fixed July 1, 1898, as the time when the cars must be provided with automatic couplers and train brakes, and locomotives with drive-wheel brakes, etc.; hand-holds on the sides and ends of each car were required from and after July 1, 1895. The statistics of equipment on June 30, 1892, showed that nearly all passenger locomotives and passenger cars had been fitted with train brakes and over 96 per cent of passenger cars and 22 per cent of passenger locomotives with automatic couplers. The freight equipment, however, showed that 71 per cent of the locomotives and less than 17 per cent of the freight cars used had train brakes, and 2¼ per cent of the locomotives and 16¼ per cent of the freight cars automatic couplers. The statistics of casualties at this time showed the greatest hazard for trainmen, which for a single year showed out of a total of 169,260 employed that 1,503 were killed and 16,521 were injured, or about 1 out of every 9 persons employed either killed or injured. This was for the single year ending June 30, 1892. In reference to other classes of employees, the casualties among the switchmen were observed to be exceptionally numerous.

It is interesting to note that this legislation with respect to safety appliances was made with the honest approval and cooperation of the railroad corporations through the country. Owing, however, to the financial depression immediately following this period, the difficulties, largely financial, which many corporations found in bringing their equipment up to this standard, were great; and although the subsequent reports of the Interstate Commerce Commission indicated reasonable progress in the compliance with this law, the commission found it necessary to exercise the discretionary power lodged with it to extend the time, first with respect to the date at which cars should be provided with grab irons and end irons from the 1st day of July, 1895, when section 4 of the act became effective, to the 1st day of December, 1895; and in the case of section 5, providing drawbars of prescribed standard height, from July 1, 1895, to February 15, 1896. Many of the larger roads promised to cooperate with the commission by sending notice to other connections that on and after these dates they would refuse to haul any cars not properly equipped, and the commission reported that on the evening of November 30, 1895, more than 2,000 cars were held by the Reading Railroad Company and an equal number by the Pennsylvania Railroad Company, which they refused to allow to come on to their tracks until the necessary appliances were placed on the cars. The commission also noted with much satisfaction that the statistics for the year ending June 30, 1894, showed a diminution in casualties which was believed to be due to the use of better safety equipment. The safety-appliance legislation was promptly sustained by judicial decision. It was contended that this legislation was special in its character and unjustly discriminating against railroad companies, thereby depriving them of the equal protection of the laws. The Supreme Court of the United States, however, in the case of the Chicago, Kansas and Western Railroad Company *v.* Pontius (157 U. S., 209), declared that "the hazardous character of the business of operating a railroad seemed to call for special legislation with respect to railroad corporations, having for its object the protection of their employees as well as the safety of the public; that the business of other corporations was not subject to similar dangers to their employees, and that such legislation could not be objected to on the ground of making an unjust discrimination since it met a particular interest, and all railroad corporations were, without distinction, made subject to the same liabilities." The same court also held, in the cases of Mather *v.* Rillston (156 U. S., 39) and Baltimore and Potomac Railroad *v.* Mackey (157 U. S., 72), that the common law made it incumbent upon the promoters of the works of necessity or utility, where such occupation is attended by danger to life, body, or limb, "to provide all appliances readily attainable known to science for the prevention of accidents, and that the neglect so to provide such appliances will be regarded as proof of culpable negligence."

Likewise, later, when the date for the compulsory equipment with automatic couplers and train brake was reached, it was found necessary for the commission to exercise its discretionary power in the extension of time. On July 3, 1897, the commission made a special inquiry as to the progress being made by various railroads to bring themselves within the requirements of sections 1 and 2 of the safety-appliance act of 1893, becoming effective January 1, 1898. Replies were received

ım 516 operating roads, reporting 1,167,926 cars as owned by them. Petitions ıre filed by 294 operating roads, owning a total of 1,164,932 freight cars, asking ' an extension of time beyond January 1, 1898. The hearing upon these peti- ns developed the fact that there were good reasons for granting such extension, d it was granted for 2 years, until January 1, 1900, with respect to both the st and second sections of the act. The cost at that time of equipping a car th the automatic coupler appeared to be from $18 to $35, and the statistics showed at, taking the roads of the whole country together, upon January 1, 1898, about per cent of the freight cars owned by railroad companies and used in inter- ıte commerce would still be without automatic couplers and about 60 per cent ıt yet equipped with train brake; hence it was felt that a 2-year extension of ne was not excessive in requiring so great a financial outlay on the part of the ads, especially in view of the recent hard times. The commission also felt that e carriers were actually at that time seriously undertaking the work. The ırteenth annual report, for 1899 (submitted to Congress January 15, 1900), states ıat in November, 1899, numerous petitions from carriers were filed asking for a ırther extension of time; but in the hearing of these petitions, on December 6, it as found that the carriers based their claim for further relief upon two grounds: irst, that they had acted in good faith, having made great progress in the equip- ıent of their cars and all the progress that under the circumstances could have been easonably expected; second, that to refuse to extend the time and to put the law ıto effect on January 1, 1900, would result in the enforced withdrawal from inter- tate traffic of a large number of freight cars, to the great hardship both of the rail- ways and of the shipping public; also, owing to the state of the iron market at his time, it was difficult for the roads to get the necessary material for the equip- ing of their cars. The petitioners asked for 1 year's extension; but the commis- ion finally decided to extend the time until August 1, 1900. The statistics of asualties to railroad employees for the year, reviewed in the thirteenth annual eport of the commission, unfortunately did not show a progressive diminution ut rather a slight increase. One employee was killed out of every 849 employed n 1893; 1 killed out of 518 employed in 1898; and the ratio of the injured to those employed was 1 in 13 in 1898, 1 in 22 in 1897, and 1 in 21 in 1898. The explanation of this apparent increase pari passu with the progressive development of safety appliances is explained by the Interstate Commerce Commission as follows:

"The causes of the large number of deaths and injuries still resulting to employees while engaged in railway operation are believed to be: (1) The increased percentage of inexperienced men employed since the decrease which resulted from the panic of 1893; (2) the greater number of tons carried per man employed, owing to the use of cars having greater weight and greater weight-carrying capacity; (3) the use of old and inferior cars, owing to the unusually great demands for transportation facilities on all roads and in all sections of the country; (4) the transition from the link-and-pin to the vertical-plane type of coupler."

In the advance sheets of the Thirteenth Annual Report on the Statistics of Railways the following more complete statement of the ratio of killed and injured to number employed, etc., may be found for fiscal years ending June 30, instead of for calendar years, as just noted from the annual reports of the commission:

Comparative summary showing number of employees, trainmen, and passengers for 1 killed and for 1 injured in the United States, for the years ending June 30, 1900 to 1890.

Year.	Number of employees for 1—		Number of trainmen for 1—		Number of passengers for 1—	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
1900	399	26	137	11	2,316,648	139,740
1899	420	27	155	11	2,189,023	151,998
1898	447	28	150	11	2,267,270	170,141
1897	486	30	165	12	2,204,708	175,115
1896	444	28	152	10	2,827,474	178,132
1895	433	31	155	11	2,984,832	213,651
1894	428	33	156	12	1,668,791	178,210
1893	320	28	115	10	1,985,153	183,822
1892	322	29	113	10	1,491,910	173,833
1891	296	30	104	10	1,811,642	178,604
1890	306	33	105	12	1,727,789	208,064

EXHIBIT 1.

WAGES OF RAILWAY EMPLOYEES.

Comparative summary of average daily compensation of railway employees for the year ending June 30, 1892, to 1900, by groups, and map showing territorial area of groups. From the advance sheets of the Thirteenth Annual Report of the Statistician of Railways, Interstate Commerce Commission, Washington, 1901.

[Average daily compensation in dollars.]

Class.	Group I.							
	1900.	1899.	1898.	1897.	1896.	1895.	1894.	1893.
General officers	10.70	10.53	9.75	9.42	8.99	8.52	7.89	8.2
Other officers	5.80	5.67	6.15	6.18	5.83	5.82	6.56	
General office clerks	2.08	2.08	2.11	2.12	2.15	2.12	2.11	2.14
Station agents	1.80	1.81	1.79	1.79	1.81	1.83	1.85	1.90
Other station men	1.79	1.76	1.77	1.76	1.75	1.72	1.72	1.8
Enginemen	3.48	3.45	3.48	3.45	3.39	3.40	3.38	3.44
Firemen	1.97	1.96	1.97	1.95	1.92	1.91	1.89	1.97
Conductors	2.97	2.94	2.93	2.89	2.85	2.83	2.82	2.76
Other trainmen	1.94	1.91	1.92	1.88	1.86	1.85	1.85	1.89
Machinists	2.29	2.26	2.26	2.17	2.17	2.15	2.11	2.1
Carpenters	2.06	2.04	2.03	2.00	1.99	1.95	1.91	1.98
Other shopmen	1.86	1.87	1.89	1.82	1.79	1.77	1.80	1.78
Section foremen	2.03	1.96	2.00	2.00	1.99	1.98	2.00	2.00
Other trackmen	1.44	1.43	1.43	1.40	1.38	1.39	1.41	1.46
Switchmen, flagmen, and watchmen	1.48	1.46	1.48	1.49	1.49	1.44	1.45	1.49
Telegraph operators and dispatchers	1.84	1.76	1.75	1.78	1.79	1.76	1.79	1.78
Employees—account floating equipment	1.71	1.65	1.64	1.63	1.75	1.73	1.75	1.82
All other employees and laborers	1.66	1.63	1.70	1.65	1.63	1.59	1.63	1.60

Class.	Group II.							
	1900.	1899.	1898.	1897.	1896.	1895.	1894.	1893.
General officers	11.25	11.11	10.36	9.91	9.71	9.88	10.20	8.58
Other officers	6.66	6.50	6.33	6.06	6.02	5.96	5.76	
General office clerks	2.30	2.30	2.28	2.27	2.32	2.34	2.30	2.40
Station agents	1.68	1.69	1.69	1.66	1.66	1.69	1.71	1.75
Other station men	1.64	1.65	1.65	1.64	1.64	1.64	1.63	1.68
Enginemen	3.62	3.60	3.61	3.56	3.57	3.55	3.49	3.55
Firemen	2.05	2.02	2.03	1.97	2.02	2.01	1.95	2.00
Conductors	2.97	2.93	2.94	2.86	2.90	2.86	2.87	2.91
Other trainmen	1.90	1.87	1.87	1.84	1.86	1.84	1.84	1.88
Machinists	2.19	2.20	2.18	2.14	2.20	2.11	2.05	2.24
Carpenters	2.04	2.03	2.03	2.01	1.99	2.00	1.96	2.04
Other shopmen	1.64	1.59	1.57	1.58	1.59	1.57	1.57	1.69
Section foremen	1.66	1.68	1.69	1.69	1.71	1.71	1.73	1.77
Other trackmen	1.19	1.18	1.17	1.17	1.18	1.17	1.16	1.21
Switchmen, flagmen, and watchmen	1.59	1.56	1.55	1.53	1.54	1.54	1.54	1.58
Telegraph operators and dispatchers	2.01	1.97	1.94	1.90	1.88	1.90	1.87	1.89
Employees—account floating equipment	2.01	1.96	2.02	2.00	2.02	1.99	2.02	2.11
All other employees and laborers	1.56	1.54	1.51	1.54	1.50	1.51	1.51	1.56

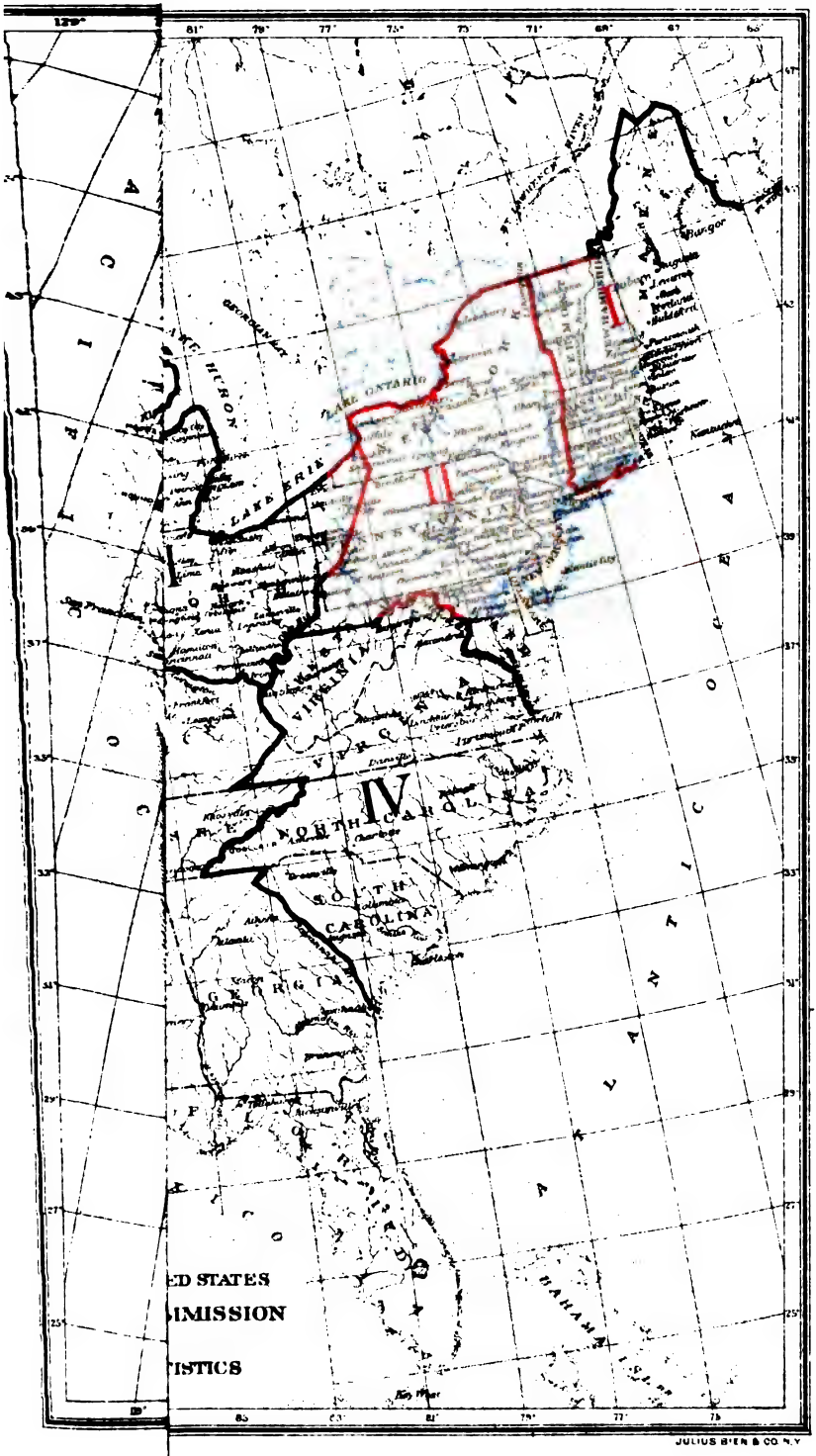

I
II
IV
LAKE ONTARIO
LAKE ERIE
LAKE HURON
VIRGINIA
NORTH CAROLINA
SOUTH CAROLINA
GEORGIA
ATLANTIC OCEAN
ED STATES
IMISSION
TISTICS
JULIUS BIEN & CO. N.Y.

Exhibit I.

EXHIBIT 1.

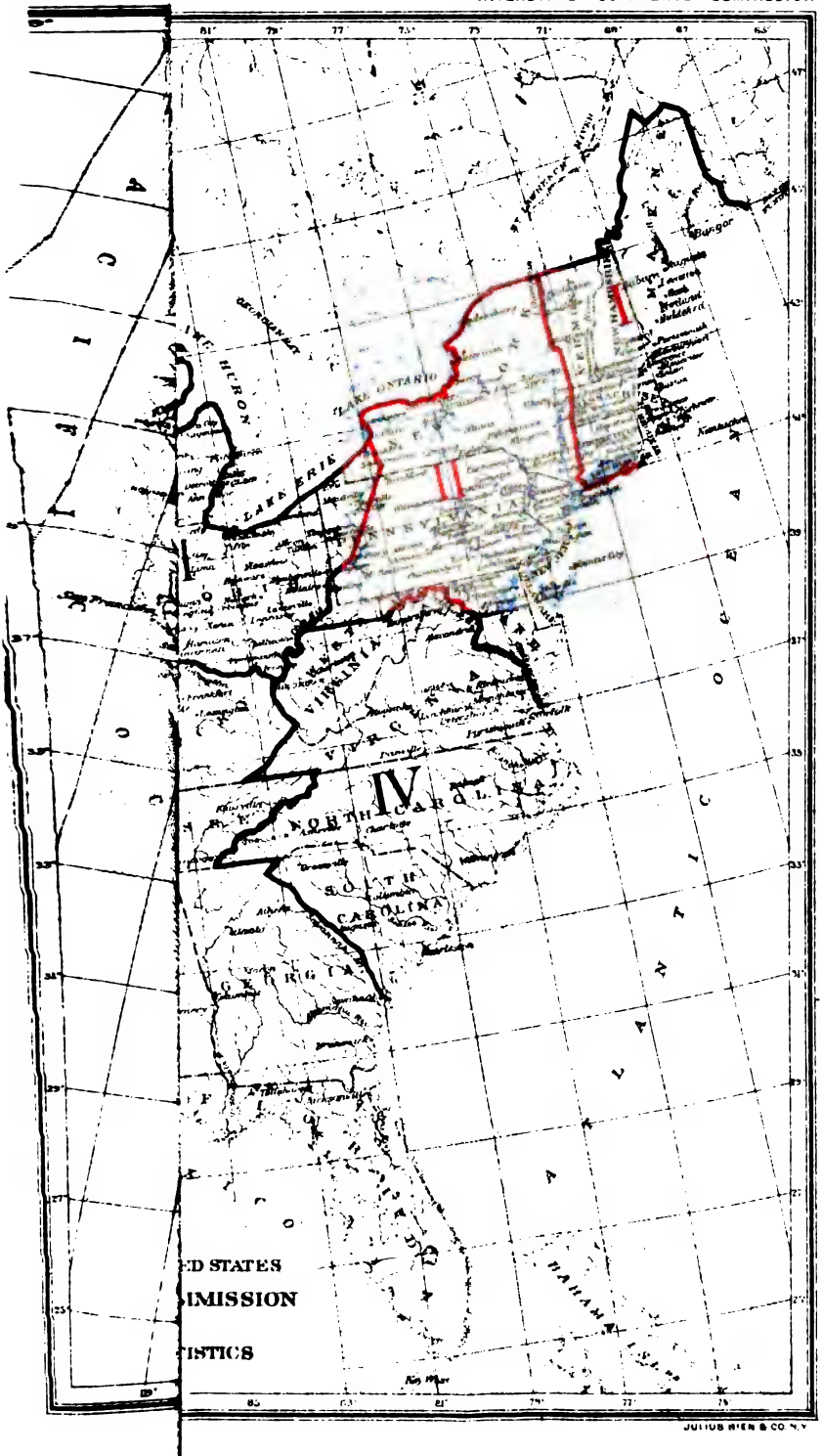
WAGES OF RAILWAY EMPLOYEES.

Comparative summary of average daily compensation of railway employees for the years ending June 30, 1892, to 1900, by groups, and map showing territorial areas of the groups. From the advance sheets of the Thirteenth Annual Report of the Statistician of Railways, Interstate Commerce Commission, Washington, 1901.

[Average daily compensation in dollars.]

Class.	Group I.								
	1900.	1899.	1898.	1897.	1896.	1895.	1894.	1893.	1892.
General officers	10.70	10.53	9.75	9.42	8.99	8.52	7.89	8.27	[illegible]
Other officers	5.80	5.67	6.15	6.18	5.83	5.82	6.56		
General office clerks	2.08	2.08	2.11	2.12	2.15	2.12	2.11	2.14	[illegible]
Station agents	1.80	1.81	1.79	1.79	1.81	1.83	1.86	1.90	[illegible]
Other station men	1.79	1.76	1.77	1.76	1.75	1.72	1.72	1.68	[illegible]
Enginemen	3.48	3.45	3.48	3.45	3.39	3.40	3.38	3.44	[illegible]
Firemen	1.97	1.96	1.97	1.95	1.92	1.91	1.89	1.91	[illegible]
Conductors	2.97	2.94	2.93	2.89	2.85	2.83	2.82	2.78	[illegible]
Other trainmen	1.94	1.91	1.92	1.88	1.86	1.85	1.85	1.80	[illegible]
Machinists	2.29	2.26	2.26	2.17	2.17	2.15	2.11	2.18	[illegible]
Carpenters	2.06	2.04	2.03	2.00	1.99	1.95	1.91	1.98	[illegible]
Other shopmen	1.86	1.87	1.89	1.82	1.79	1.77	1.80	1.73	[illegible]
Section foremen	2.03	1.96	2.00	2.00	1.99	1.93	2.00	2.00	[illegible]
Other trackmen	1.44	1.43	1.43	1.40	1.38	1.39	1.41	1.40	[illegible]
Switchmen, flagmen, and watchmen	1.48	1.46	1.48	1.49	1.49	1.44	1.45	1.49	[illegible]
Telegraph operators and dispatchers	1.84	1.76	1.75	1.78	1.79	1.76	1.79	1.78	[illegible]
Employees—account floating equipment	1.71	1.65	1.64	1.63	1.75	1.73	1.75	1.82	[illegible]
All other employees and laborers	1.66	1.63	1.70	1.65	1.63	1.59	1.63	1.60	[illegible]

Class.	Group II.								
	1900.	1899.	1898.	1897.	1896.	1895.	1894.	1893.	1892.
General officers	11.25	11.11	10.36	9.91	9.71	9.88	10.20	8.58	[illegible]
Other officers	6.66	6.50	6.33	6.06	6.02	5.98	5.76		
General office clerks	2.30	2.30	2.28	2.27	2.32	2.34	2.30	2.40	[illegible]
Station agents	1.68	1.69	1.69	1.66	1.66	1.69	1.71	1.75	[illegible]
Other station men	1.64	1.65	1.65	1.64	1.64	1.64	1.63	1.68	[illegible]
Enginemen	3.62	3.60	3.61	3.56	3.57	3.55	3.49	3.55	[illegible]
Firemen	2.05	2.02	2.03	1.97	2.02	2.01	1.96	2.00	[illegible]
Conductors	2.97	2.93	2.94	2.86	2.90	2.86	2.87	2.91	[illegible]
Other trainmen	1.90	1.87	1.87	1.84	1.86	1.84	1.84	1.86	[illegible]
Machinists	2.19	2.20	2.18	2.14	2.20	2.11	2.05	2.24	[illegible]
Carpenters	2.04	2.03	2.03	2.01	1.99	2.00	1.96	2.04	[illegible]
Other shopmen	1.64	1.59	1.57	1.58	1.59	1.57	1.57	1.60	[illegible]
Section foremen	1.66	1.68	1.69	1.69	1.71	1.71	1.73	1.77	[illegible]
Other trackmen	1.19	1.18	1.17	1.17	1.18	1.17	1.16	1.21	[illegible]
Switchmen, flagmen, and watchmen	1.59	1.56	1.55	1.53	1.54	1.54	1.54	1.58	[illegible]
Telegraph operators and dispatchers	2.01	1.97	1.94	1.90	1.88	1.90	1.87	1.89	[illegible]
Employees—account floating equipment	2.01	1.96	2.02	2.00	2.02	1.99	2.02	2.11	[illegible]
All other employees and laborers	1.56	1.54	1.51	1.54	1.50	1.51	1.51	1.58	[illegible]



INTERSTATE COMMERCE COMMISSION
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SOUTH CAROLINA
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Exhibit I.

...arative summary of average daily compensation of railway employees, etc.—Continued.

Class.	Group III.								
	1900.	1899.	1898.	1897.	1896.	1895.	1894.	1893.	1892.
ral officers	10.12	9.86	9.96	9.84	9.61	9.30	9.16	7.78	8.15
r officers	5.93	5.83	6.02	5.85	6.31	6.22	5.42		
ral office clerks	2.19	2.17	2.21	2.24	2.25	2.23	2.30	2.12	2.08
on agents	1.70	1.69	1.69	1.68	1.67	1.71	1.67	1.69	1.69
r station men	1.55	1.55	1.55	1.55	1.56	1.59	1.56	1.59	1.66
nemen	3.67	3.57	3.57	3.52	3.50	3.49	3.47	3.50	3.57
men	2.09	2.00	2.01	1.98	1.96	1.95	1.94	1.94	1.98
luctors	3.14	3.07	3.10	3.03	3.01	3.01	2.97	3.01	3.01
er trainmen	2.04	1.99	2.00	1.96	1.96	1.96	1.92	1.97	1.93
hinists	2.22	2.17	2.13	2.09	2.14	2.09	2.13	2.23	2.18
enters	1.95	1.93	1.91	1.86	1.89	1.88	1.89	1.99	1.96
er shopmen	1.68	1.69	1.69	1.64	1.66	1.66	1.65	1.62	1.63
ion foremen	1.60	1.59	1.59	1.61	1.60	1.62	1.58	1.61	1.63
er trackmen	1.22	1.18	1.17	1.16	1.16	1.19	1.17	1.25	1.24
tchmen, flagmen, and atchmen	1.75	1.71	1.70	1.71	1.73	1.80	1.80	1.81	1.80
egraph operators and dis-atchers	1.78	1.78	1.78	1.79	1.79	1.78	1.76	1.80	1.74
ployees—account floating quipment	1.38	1.46	1.48	1.51	1.53	1.46	1.47	1.52	1.59
other employees and labor-rs	1.58	1.55	1.54	1.59	1.55	1.51	1.55	1.53	1.57

Class.	Group IV.								
	1900.	1899.	1898.	1897.	1896.	1895.	1894.	1893.	1892.
neral officers	6.92	7.06	7.31	7.96	7.33	8.02	11.11	9.52	8.26
her officers	3.25	3.01	2.87	2.93	4.39	4.53	4.47		
eneral office clerks	1.64	1.68	1.94	1.95	1.59	1.67	2.25	1.98	1.91
ation agents	1.39	1.39	1.35	1.36	1.39	1.40	1.44	1.51	1.48
ther station men	1.12	1.16	1.14	1.12	1.22	1.15	1.21	1.15	1.16
nginemen	3.76	3.76	3.66	3.56	3.56	3.55	3.45	3.71	3.47
iremen	1.75	1.76	1.67	1.61	1.61	1.63	1.54	1.61	1.51
onductors	2.97	2.92	2.80	2.66	2.62	2.63	2.55	2.73	2.75
ther trainmen	1.51	1.45	1.54	1.39	1.35	1.36	1.28	1.36	1.34
lachinists	2.25	2.22	2.29	2.13	2.18	2.19	2.14	2.23	2.23
arpenters	1.52	1.57	1.60	1.61	1.69	1.64	1.64	1.78	1.85
ther shopmen	1.45	1.45	1.45	1.87	1.35	1.43	1.39	1.44	1.44
lection foremen	1.35	1.37	1.35	1.39	1.38	1.42	1.44	1.49	1.47
ther trackmen	.90	.88	.87	.88	.89	.82	.82	.86	.84
witchmen, flagmen, and watchmen	1.21	1.20	1.23	1.21	1.21	1.13	1.12	1.09	1.11
Telegraph operators and dis-patchers	1.54	1.59	1.57	1.58	1.64	1.67	1.71	1.74	1.66
Employees—account floating equipment	1.55	1.38	1.55	1.31	1.58	1.46	1.59	1.47	1.56
All other employees and laborers	1.38	1.28	1.31	1.33	1.35	1.32	1.29	1.37	1.22

Class.	Group V.								
	1900.	1899.	1898.	1897.	1896.	1895.	1894.	1893.	1892.
General officers	9.49	9.01	8.86	8.19	7.70	6.64	8.14	6.73	5.96
Other officers	3.66	3.67	3.63	3.40	4.76	4.66	4.41		
General office clerks	2.13	2.19	2.26	1.61	1.96	1.73	2.26	2.02	1.85
Station agents	1.45	1.45	1.41	1.44	1.42	1.42	1.50	1.64	1.73
Other station men	1.39	1.40	1.38	1.46	1.41	1.41	1.46	1.46	1.51
Enginemen	3.88	3.96	3.83	3.69	3.69	3.63	3.59	3.87	4.46
Firemen	1.96	2.01	1.92	1.85	1.86	1.80	1.77	1.86	2.17
Conductors	3.12	3.13	3.04	3.07	3.04	3.01	2.96	3.25	3.56
Other trainmen	1.71	1.76	1.73	1.71	1.66	1.68	1.67	1.73	1.98
Machinists	2.34	2.34	2.26	2.20	2.24	2.23	2.16	2.38	2.36
Carpenters	1.81	1.83	1.74	1.78	1.84	1.81	1.80	2.02	1.96
Other shopmen	1.49	1.50	1.45	1.50	1.44	1.47	1.44	1.50	1.48
Section foremen	1.52	1.56	1.57	1.53	1.53	1.55	1.59	1.67	1.72
Other trackmen	.95	.93	.88	.88	.88	.87	.90	.97	.96
Switchmen, flagmen, and watchmen	1.77	1.81	1.75	1.73	1.70	1.72	1.67	1.89	1.87
Telegraph operators and dispatchers	1.77	1.81	1.67	1.64	1.71	1.84	1.76	1.93	1.93
Employees—account floating equipment	1.40	1.37	1.14	1.21	1.10	1.06	1.19	.87	1.03
All other employees and laborers	1.54	1.50	1.52	1.40	1.56	1.55	1.64	1.70	1.85

Comparative summary of average daily compensation of railway employees, etc.—Cont'd.

Class.	Group VI.							
	1900.	1899.	1898.	1897.	1896.	1895.	1894.	1893.
General officers	12.59	11.46	10.92	10.89	10.15	10.36	11.19	9.3
Other officers	6.71	6.57	7.16	7.01	7.01	6.94	6.76	
General office clerks	2.16	2.16	2.22	2.14	2.16	2.23	2.25	2.4
Station agents	1.77	1.74	1.76	1.78	1.78	1.76	1.76	1.8
Other station men	1.57	1.55	1.56	1.63	1.57	1.59	1.61	1.6
Enginemen	3.68	3.67	3.70	3.68	3.65	3.66	3.59	3.5
Firemen	2.23	2.17	2.16	2.16	2.12	2.12	2.11	2.1
Conductors	3.29	3.25	3.31	3.24	3.22	3.18	3.21	3.1
Other trainmen	1.97	1.96	1.97	1.96	1.93	1.94	1.95	1.9
Machinists	2.18	2.13	2.15	2.12	2.14	2.12	2.13	2.1
Carpenters	2.03	1.99	1.97	1.98	2.01	2.00	2.03	2.0
Other shopmen	1.73	1.73	1.71	1.77	1.73	1.73	1.67	1.7
Section foremen	1.63	1.63	1.64	1.66	1.65	1.65	1.66	1.6
Other trackmen	1.30	1.23	1.20	1.19	1.20	1.21	1.23	1.2
Switchmen, flagmen, and watchmen	2.07	1.97	1.95	1.91	1.97	1.97	1.96	1.9
Telegraph operators and dispatchers	1.92	1.90	1.92	1.91	2.01	2.17	1.93	1.9
Employees—account floating equipment	1.63	1.81	1.62	1.68	1.76	1.81	1.47	1.4
All other employees and laborers	1.90	1.89	1.90	1.71	1.82	1.81	1.79	1.7

Class.	Group VII.							
	1900.	1899.	1898.	1897.	1896.	1895.	1894.	1893.
General officers	9.61	9.59	8.75	8.75	9.65	7.91	7.21	5.0
Other officers	7.01	7.52	7.29	8.16	7.58	6.77	6.00	
General office clerks	2.22	2.18	2.24	2.29	2.22	2.11	2.60	2.4
Station agents	2.00	1.97	1.94	1.96	1.98	2.01	1.99	2.0
Other station men	1.81	1.81	1.82	1.85	1.86	1.94	1.93	1.9
Enginemen	3.90	3.87	3.94	3.82	3.79	3.86	3.79	3.8
Firemen	2.32	2.31	2.34	2.28	2.26	2.26	2.25	2.1
Conductors	3.38	3.35	3.38	3.26	3.31	3.29	3.39	3.4
Other trainmen	2.20	2.16	2.18	2.11	2.11	2.11	2.13	2.1
Machinists	2.96	2.87	2.86	2.86	2.88	2.90	2.90	3.0
Carpenters	2.38	2.31	2.37	2.36	2.36	2.42	2.33	2.2
Other shopmen	1.96	1.96	2.05	2.02	1.99	2.03	2.00	2.0
Section foremen	1.78	1.72	1.70	1.71	1.72	1.72	1.74	1.8
Other trackmen	1.44	1.37	1.33	1.35	1.37	1.40	1.35	1.4
Switchmen, flagmen, and watchmen	2.28	2.38	2.36	2.32	2.31	2.37	2.32	2.3
Telegraph operators and dispatchers	2.14	2.12	2.13	2.15	2.20	2.26	2.19	2.3
Employees—account floating equipment	1.70	1.93	2.08	2.16	2.28	2.35	2.21	2.0
All other employees and laborers	2.07	2.00	1.95	2.04	2.12	2.10	2.10	2.2

Class.	Group VIII.							
	1900.	1899.	1898.	1897.	1896.	1895.	1894.	1893.
General officers	10.85	10.42	10.55	10.35	9.51	8.91	10.56	5.2
Other officers	5.43	5.46	5.24	5.29	5.84	5.73	5.64	
General office clerks	2.20	2.24	2.25	2.29	2.18	2.19	2.34	2.2
Station agents	1.87	1.84	1.83	1.75	1.77	1.78	1.80	1.9
Other station men	1.57	1.60	1.62	1.58	1.66	1.67	1.65	1.7
Enginemen	3.91	3.88	3.93	3.89	3.99	4.05	4.10	3.9
Firemen	2.38	2.34	2.35	2.34	2.39	2.42	2.46	2.3
Conductors	3.42	3.33	3.32	3.33	3.25	3.30	3.36	3.3
Other trainmen	2.12	2.12	2.13	2.12	2.10	2.08	2.10	2.1
Machinists	2.57	2.53	2.57	2.49	2.50	2.38	2.53	2.5
Carpenters	2.27	2.22	2.27	2.31	2.32	2.30	2.29	2.3
Other shopmen	1.89	1.88	1.87	1.90	1.91	1.89	1.89	1.8
Section foremen	1.68	1.68	1.68	1.67	1.67	1.67	1.74	1.7
Other trackmen	1.26	1.22	1.21	1.21	1.22	1.22	1.22	1.2
Switchmen, flagmen, and watchmen	2.31	2.27	2.21	2.21	2.29	2.27	2.26	2.3
Telegraph operators and dispatchers	2.26	2.26	2.27	2.27	2.25	2.29	2.35	2.3
Employees—account floating equipment	2.04	2.05	2.06	2.12	2.15	2.11	2.28	2.2
All other employees and laborers	1.82	1.80	1.81	1.86	1.85	1.86	1.87	1.9

mparative summary of average daily compensation of railway employees, etc.—Continued.

Class.	Group IX.								
	1900.	1899.	1898.	1897.	1896.	1895.	1894.	1893.	1892.
neral officers	6.93	6.47	6.55	6.48	6.72	6.87	7.45	7.73	7.47
her officers	4.87	4.70	4.76	4.88	5.04	5.07	5.82		
neral office clerks	2.30	2.16	2.39	2.44	2.38	2.40	2.53	2.53	2.48
ation agents	2.34	2.28	2.27	2.29	2.33	2.37	2.36	2.52	2.41
her station men	1.58	1.71	1.86	1.78	1.71	1.69	1.79	1.82	1.90
iginemen	4.10	4.06	4.08	3.99	4.01	3.90	3.94	3.91	3.86
remen	2.40	2.36	2.34	2.32	2.31	2.24	2.24	2.20	2.25
onductors	3.62	3.65	3.62	3.54	3.37	3.41	3.48	3.49	3.37
her trainmen	2.26	2.25	2.23	2.21	2.05	2.11	2.16	2.14	2.17
achinists	2.63	2.86	2.85	2.77	2.80	2.80	2.88	2.62	2.75
arpenters	2.32	2.31	2.34	2.32	2.29	2.26	2.31	2.28	2.39
ther shopmen	1.83	1.82	1.83	1.81	1.79	1.83	1.87	1.84	1.87
ction foremen	1.86	1.87	1.86	1.87	1.87	1.87	1.89	1.91	1.87
ther trackmen	1.15	1.15	1.15	1.17	1.17	1.16	1.17	1.18	1.29
witchmen, flagmen, and watchmen	2.27	2.22	2.22	2.24	2.29	2.32	2.27	2.29	2.33
elegraph operators and dispatchers	2.42	2.23	2.22	2.23	2.29	2.34	2.35	2.35	2.15
mployees—account floating equipment	1.78	1.77	1.86	1.84	1.74	1.77	1.72	1.67	2.12
ll other employees and laborers	1.65	1.70	1.70	1.75	1.70	1.79	1.70	1.72	1.78

Class.	Group X.								
	1900.	1899.	1898.	1897.	1896.	1895.	1894.	1893.	1892.
General officers	11.05	11.05	10.98	9.94	9.85	10.31	11.09	7.93	7.35
Other officers	7.62	7.38	7.54	6.81	7.06	7.27	7.05		
General office clerks	2.61	2.63	2.70	2.76	2.82	2.83	3.49	2.98	2.79
Station agents	2.46	2.43	2.42	2.42	2.41	2.37	2.40	2.49	2.54
Other station men	2.20	2.20	2.18	2.26	2.24	2.31	2.36	2.33	2.36
Enginemen	4.53	4.45	4.47	4.23	4.36	4.43	4.42	4.52	4.66
Firemen	2.68	2.53	2.51	2.39	2.45	2.45	2.52	2.58	2.61
Conductors	3.70	3.65	3.67	3.68	3.65	3.64	3.62	3.87	3.81
Other trainmen	2.64	2.64	2.65	2.61	2.65	2.64	2.64	2.73	2.58
Machinists	2.87	2.96	2.91	3.06	3.02	3.11	3.13	3.17	3.15
Carpenters	2.76	2.82	2.77	2.75	2.81	2.97	2.89	2.96	2.86
Other shopmen	2.35	2.33	2.34	2.38	2.35	2.33	2.45	2.49	2.44
Section foremen	2.24	2.22	2.22	2.28	2.24	2.26	2.29	2.46	2.41
Other trackmen	1.39	1.38	1.39	1.37	1.39	1.47	1.55	1.55	1.56
Switchmen, flagmen, and watchmen	2.51	2.54	2.57	2.52	2.50	2.52	2.72	2.77	2.65
Telegraph operators and dispatchers	2.81	2.67	2.76	2.77	2.72	2.71	2.87	3.04	2.97
Employees—account floating equipment	2.24	2.22	2.21	2.21	2.35	2.38	2.51	2.64	2.82
All other employees and laborers	2.29	2.31	2.29	2.30	2.28	2.50	2.53	2.81	2.78

EXHIBIT 2.

RULES, REGULATIONS, AND RATES OF PAY FOR EMPLOYEES IN TRAIN AND YARD SERVICE ON FOUR SELECTED RAILWAY SYSTEMS.

UNION PACIFIC RAILROAD COMPANY.

Schedule of pay for yardmen, in effect November 1, 1898.

1. RATES.—Day work: Foremen, $70 per month (not including Sundays); overtime, 27 cents per hour.

Helpers, $65 per month (not including Sundays); overtime, 25 cents per hour.

Night work: Foremen, $75 per month (not including Sundays); overtime, 28 cents per hour.

Helpers, $70 per month (not including Sundays); overtime, 27 cents per hour.

Crews working part day and part night will be allowed night rates. In computing overtime, less than 30 minutes will not be counted; 30 minutes or over will be called an hour. When time is not allowed, time slips will be returned promptly, giving reason therefor.

2. HOURS OF WORK.—Ten hours will constitute a day in the following named yards: Council Bluffs, Omaha, Grand Island, North Platte, Cheyenne, Laramie, Hanna, Rawlins, Rock Springs, Green River, Evanston, Ogden, Kansas City, Leavenworth, and Denver.

In other yards rates above named will apply for calendar month, 12 hours to constitute a day.

Hours to be arranged by yardmaster or superintendent. One hour for meals will be allowed, ordinarily between 11.30 a. m. and 1 p. m. and 11.30 p. m. and 1 a. m. If required to work later than 12.30 p. m. or 12.30 a. m., 30 minutes for meals will be allowed and compensation for the full hour.

3. IRREGULAR SERVICE.—For extra or irregular service yardmen will be allowed one-half day for 5 hours or less; over 5 hours and less than 10 hours, 1 day.

4. PROMOTION AND RIGHTS.—Promotion and rights, everything else being equal, will be governed by seniority. The company reserves the right, however, to hire engine foremen outside the ranks of employees should the service, in the judgment of the company, demand it.

Yardmen's rights will date from the time of entering service. They will have the choice of work to which their age in service entitles them.

5. SUSPENSION AND DISCHARGE.—When a yardman is suspended for an alleged fault, no punishment will be fixed without a thorough investigation, at which accused, with an employee of his choice to assist him, may be present. Ordinarily such investigation will be held within 3 days from day of suspension. If found innocent, he will be reinstated and paid for the time lost.

6. SERVICE LETTER.—Yardmen leaving the service will be promptly furnished with a service letter.

E. DICKINSON,
General Manager.

E. BUCKINGHAM,
Superintendent of Transportation.

Schedule of pay for trainmen, in effect November 1, 1898.

RATES OF PAY.—Assigned runs, monthly rates as per schedule. Unassigned first in, first out; conductors 3 cents, brakemen 2 cents per mile, under ance herein specified.

TIME AND MILEAGE BEGINS AND ENDS.—Time and mileage will commence the hour designated to start on run, and will continue to time of arrival at of run, as shown in train register. When time is not allowed, time slips will turned promptly, giving reason therefor.

ainmen required to do switching, load stock, etc., at main-line district terals before starting, or when held on duty after arrival, will be allowed over- in addition to time on the road.

ews "run around" will be allowed 50 miles, and if not called on duty within ours 100 miles will be allowed.

OVERTIME.—When the time of a train averages less than 10 miles per hour, time will be paid for on that basis at rate of 30 cents per hour for conductors 20 cents per hour for brakemen.

computing overtime, less than 30 minutes will not be counted; 30 minutes ver will be called an hour.

SHORT RUNS NOT OTHERWISE PROVIDED FOR IN SCHEDULE.—Runs of 50 miles ess, 5 hours or less, 50 miles will be allowed; over 5 hours, 100 miles will be wed.

uns of over 50 miles and less than 100 miles, 100 miles will be allowed; over- e after 10 hours.

. WORK TRAINS.—In regular work-train service conductors will be paid $90 and akemen $65 per month (not including Sundays). Twelve hours or less will nstitute a day's work; overtime after 12 hours. Runs before or after regular rking hours will be computed on mileage basis; working hours 7 a. m. to 7 p. m. Trainmen employed in temporary work-train service will be allowed mileage d overtime as per article 4.

6. CALLING.—Trainmen will be called within 1¼ miles at main-line district terinals, not to exceed 1 hour and 30 minutes before required. The caller will be ovided with book showing time and for what trains wanted, in which train- en will sign their names and time called.

When not used, trainmen will be allowed 50 miles for 5 hours or less and stand st out; for more than 5 hours they will be allowed 100 miles and stand last out.

7. DEADHEADING.—Freight crews deadheading will accompany their cabooses. he first crew will deadhead and stand out ahead of crew handling train. When n freight trains they will be allowed mileage rates; on passenger trains, one-half ileage rates.

When a conductor is deadheaded without caboose one-half the mileage rates ill be allowed.

8. LIGHT RUNS.—Light runs with caboose will be paid for at mileage rates.

9. FREIGHT CREWS HANDLING PASSENGER TRAINS.—Freight crews handling passenger trains will be allowed mileage rates.

10. EXTRA SERVICE.—Assigned crews will be paid for extra service at regular rates for class of service performed, except as specified in schedule of runs.

11. DOUBLING HILLS.—When trains are made up with the intention of doubling hills, trainmen will be allowed 10 miles for each double, unless the mileage is more than 10 miles, in which case actual mileage will be allowed. If overtime is made by such double, it will be deducted from the amount allowed for doubling.

12. ATTENDING COURT.—Trainmen for attending court or other business in behalf of the company will be allowed full time and necessary expenses.

13. TIE-UP.—Trainmen will be considered on duty until they reach end of a run or return to starting point, the idea being not to tie crews up between ends of run to avoid overtime.

14. RIGHTS.—Promotion and rights to runs, everything else being equal, will be governed by seniority. Conductors' rights will date from time they are given their own regular crew.

When additional passenger conductors are required, promotion will be made from the ranks of freight conductors. The company reserves the right, however, to hire both freight and passenger conductors outside of the ranks of employees should the service, in the judgment of the company, demand it.

Rights of trainmen will be confined to their respective districts, and on trains running over more than one district each will furnish its proportion of men. The transfer of rights will not be permitted.

Yard employees and passenger brakemen will have no rights in freight service. This rule shall not operate to reduce the rights any trainman now holds.

Crews will be confined to their respective districts, except in case of emergency.

No more trainmen will be retained in service than necessary to move the traffic with promptness.

15. REST.—After continuous service of 16 hours, trainmen will be allowed 8 hours for rest before being called to go out, provided they so desire.

16. SUSPENSION.—When a trainman is suspended for an alleged fault, no punishment will be fixed without a thorough investigation, at which the accused, with an employee of his choice to assist him, may be present. Ordinarily such investigation will be held within 3 days from date of suspension. If found innocent, he will be reinstated and paid for the time lost.

17. REDUCING CREWS.—In reducing the number of crews the youngest crew in service will be suspended. Conductors temporarily suspended will retain their rights as conductors, but will not hold rights as a brakeman over those older in the service.

18. SERVICE LETTER.—Trainmen leaving the service will be promptly furnished with service letter.

Schedule of runs, Nebraska division.[1]

No.	District.	Between—	And—	Class.	Trips.	Mileage.		Conductors.		Brakemen.	
						Time card.	Allowed.	Per mile.	Per month.	Per mile.	Per month.
								Cts.		Cts	
1	First, second, and third.	Council Bluffs.	Julesburg	Passenger.	.....	374-7	.....	.....	$125	.....	$75
2	First and second.	Council Bluffs.	North Platte..	...do	.....	293-7	.....	.....	125	.....	75
3	Third and fourth.	North Platte...	Cheyenne	...do	.....	225-4	.....	.....	125	.....	75
4	First, O. & R. V.	Council Bluffs.	Beatrice.....	...do	Double .	134-4	.....	.....	120	.....	72
5	O. & R. V	Valley.....	Beatrice.....	...do	...do	96-8	.....	.....	100	.....	60
6	O. & R. V	Lincoln	Stromsburg...	...do	...do	72-7	.....	.....	100	.....	60
7	O. & R. V	Columbus	Norfolk.....	...do	...do	50-4	.....	.....	100	.....	60
8	O. & R. V	Grand Island..	Ord.....	...do	...do	63-2	.....	.....	100	.....	60
9	O. & R. V	Columbus	Norfolk.....	Mixed	...do	50-4	.....	.....	95	.....	57
10	O. & R. V	Columbus	Albion	...do	2 double	43-1	.....	.....	95	.....	70
11	O. & R. V	Genoa	Cedar Rapids.	...do	...do	30-3	.....	.....	95	.....	70
12	O. & R. V	Grand Island..	Ord.....	...do	Double .	39-2	.....	.....	95	.....	70
13	O. & R. V	St. Paul.....	Loup City and Pleasanton.	...do	.....	22-1	.....	.....	95	.....	70
14	K. & B. H	Kearney.....	Callaway.....	...do	Double .	65-5	.....	.....	95	.....	70
15	First.....	Council Bluffs.	Grand Island.	Freight.	.....	156-4	156	3	.....	2	.....
16	First.....	Omaha	Grand Island.	...do	.....	153-6	154	3	.....	2	.....
17	First.....	Omaha	Columbus	Local	.....	91-3	.....	.....	95	.....	70
18	First.....	Columbus	Grand Island.	...do	.....	62-3	.....	.....	95	.....	70
19	Second	Grand Island..	North Platte..	Freight.	.....	137-3	137	3	.....	2	.....
20	Second	Grand Island..	North Platte..	Local	.....	137-3	.....	.....	95	.....	70
21	Third.....	North Platte...	Sidney	Freight.	.....	123-3	123	3	.....	2	.....
22	Third.....	North Platte...	Julesburg	...do	Double .	162	162	3	.....	2	.....
23	Fourth	Sidney.....	Cheyenne	...do	.....	102-1	102	3	.....	2	.....
24	O. & R. V	Valley.....	Beatrice.....	Local	.....	96-8	.....	.....	95	.....	70
25	O. & R. V	Valley.....	Lincoln	...do	Double .	57-1	.....	.....	95	.....	70
26	O. & R. V	Valparaiso.....	Stromsburg...	...do	.....	52-9	.....	.....	95	.....	70

[1] Similar schedules of runs are given for Wyoming, Kansas, and Colorado divisions.

SOUTHERN RAILWAY COMPANY.

RULES AND REGULATIONS.

1. These rates cover all services incidental to the trip. Rates for new runs will be made when necessary, based on rates for similar runs now in effect.

Trips made, including deadheading, to a point for which rate is not named will be allowed rate to first point beyond.

When men are assigned to runs, except where minimum day rates are fixed, and are unable to make the minimum given below within 12 hours after reporting for duty, they will be paid the following for a day's work: Passenger conductor, $3; flagman, $1.50; baggageman, $1.50; porter, $1. Freight conductor, $2.80; flagman, $1.40; white brakeman, $1.40; colored brakeman, $1.10.

2. Regular work-train conductors will be paid $3 per day; flagmen and white brakemen, $1.50; colored brakemen, $1.20, 12 hours or less constituting a day's work.

Regular work trains are those provided with camp cars or assigned to specified limits for a longer period than 6 consecutive days.

ra or temporary work-train service will be paid as follows: Conductor, $3.25; an, $1.65; white brakeman, $1.65; colored brakeman, $1.30 per day, 12 hours s constituting a day's work. Wood trains will be classed as temporary work s.

nductors, flagmen, and brakemen of work trains will be considered on duty r week day, regardless of the weather, except when relieved at terminals. me will be allowed for Sundays, except when on duty by competent authority.

Overtime will be computed and paid on following basis: When trains have delayed or detoured between terminals more than the time that should be , at 20 miles per hour in case of passenger trains, 10 miles per hour on through hts, and 8 miles per hour on local freights, conductors will be paid 30 cents; nen, baggagemen, and white brakemen 15 cents; and colored brakemen and ers 12½ cents per hour. Provided, that runs over 50 miles and under 100 miles l not be paid overtime until passenger trains have been on the road 6 hours, ugh freights 10 hours, and local freights 12 hours. Runs of 50 miles or under l be paid on the same basis, viz: Passenger, 3 hours; through freights, 5 hours, local freights, 6 hours.

Work-trains and switch conductors will be paid 30 cents; flagmen and white kemen, 15 cents; colored brakemen, 10 cents per hour for time made in excess 12 hours.

When train crews are called to go to wrecks or washouts they will be paid pas- nger-trip rates, and overtime rate for all time actually engaged in working at ecks or washouts.

Overtime in all cases will begin when the excess time is over 30 minutes.

When overtime is not allowed men will be promptly notified.

4. When trains are held out of yard or detained after arriving at terminals, the ew will be paid overtime; and if they are called upon to make up their trains, do station switching at points at which switch engines are located, they will be aid overtime; but the term "switching" is not intended to cover the setting out f cars nor the taking on of cars at terminals in case of emergency.

5. Yard crews will be allowed 1 hour for meals.

6. For attending court as witnesses for this company, road conductors will be aid $4; work-train and yard conductors, $3; flagmen, baggagemen, and white rakemen, $1.60, and colored brakemen and porters, $1.10 for each day lost on the oad on account of court. The company will also furnish necessary transporta- tion and allow $1 per day each for living expenses when away from home. The company will be entitled to the certificates for witness fees in all cases.

7. Where callers are employed, crews will be called, provided they reside within 1 mile of yard office. The caller will have a book, in which the men shall register their names and record the time when called. Time will commence 1 hour after they sign caller's book. If trains are annulled after crews are called or notified to be in place, they will be paid overtime until relieved, computed from the time they are called or notified, provided they have reported for duty.

8. When conductors, flagmen, baggagemen, brakemen, and porters are required to deadhead they will be paid one-half of the rates paid on the train on which they travel, as per rule 1.

9. The rights of conductors, flagmen, baggagemen, brakemen, and porters to runs will be determined by their superintendent, record, qualifications, and senior- ity to govern. No more men will be retained than may be necessary to move the traffic of the road promptly.

Seniority in yard service shall rule in making assignments to yard runs.

10. Conductors, flagmen, baggagemen, brakemen, and porters may claim 8 hours' rest after they have been on duty 12 hours and completed their runs.

Conductors, flagmen, baggagemen, brakemen, and porters shall not be required to go out with a train after they have been on the road 18 hours or more until they have had 10 hours' rest.

11. Conductors, flagmen, baggagemen, brakemen, and porters will not be dis- charged without an investigation, which will be made, if possible, within 5 days, and in their presence. They will have the privilege of bringing to the investiga- tion to assist them a conductor, flagman, baggageman, brakeman, or porter, as the case may be, of their own selection, provided such person is employed and in good standing on the division. If found blameless, they will be paid for time lost. If discharged, they will be furnished with a written statement showing the cause.

12. No grievance will be entertained unless presented in writing to the super- intendent within 30 days after its occurrence. They shall have the right to appeal, provided such appeal is made in writing within 30 days after the super- intendent has rendered his decision.

13. Conductors, flagmen, baggagemen, brakemen, and porters who have been discharged, or have voluntarily left the service of the company, and are after- wards re-employed, will rank as new men.

14. When called upon for emergency service, conductors, flagmen, baggagemen and brakemen will be paid overtime rates, as per rule 4, for such time as they return to and for their regular trains.

15. If, on account of extra business, any division shall require additional men, the yardmen, conductors, flagmen, baggagemen, brakemen or engineers of other divisions may be transferred to that division. Men so transferred will not lose their rights on their home division, and will be returned to the division when the conditions justify.

16. When the engines are run light, with or without cabooses, over any part of the road, a conductor will be furnished when practicable. If a conductor can not be furnished, a flagman will be provided. Whistles will always be used as plows.

17. Passenger-train conductors will be selected from the ranks of freight conductors, record, qualifications, and seniority to govern.

Vacancies in the position of freight conductor will be filled by promotion of freight flagmen, when practicable, record, qualifications, and seniority to govern.

18. It is the rule of the company to employ a permanent force of baggagemen, and such men will not be in line of promotion. Baggagemen will be selected from the ranks of road conductors and trainmen.

19. Sixty days' notice will be given of any contemplated reduction in the rates of pay under this schedule.

FRANK S. GANNON,
Third Vice-President and General Manager.

Schedule of wages and rules and regulations for conductors and trainmen.

[Effective July 1, 1900.]

RATES OF PAY PER TRIP—WASHINGTON DIVISION.

Between—	And—	Class of service.	Conductor.	Flagmen.	Baggagemen.	Brakemen	
						White.	Colored.
Washington	Monroe	Passenger	$3.10	$1.55	$1.55		
Washington	Manassas	do	.45	.25	.25		
Washington	Orange	do	1.60	.80	.80		
Washington	Charlotte	do	5.40	2.50	2.90		
Washington	Rockfish	do	2.80	1.40	1.40		
Washington	Danville	do	4.75	2.30	2.40		
Washington	Charlottesville	do	2.35	1.10	1.15		
Charlottesville	Monroe	do	1.05	.55	.55		
Washington	Harrisonburg	do	2.05	.95	1.05		
Manassas	Harrisonburg	do	1.75	.80	.90		
Manassas	Strasburg	do	1.15	.60	.60		
Washington	Bluemont	do	1.60	.80	.80		
Washington	Leesburg	do	1.20	.60	.65		
Washington	Herndon	do	.80	.30	.45		
Washington	Round Hill	do	1.55	.75	.75		
Harrisonburg	Riverton	do	1.20	.60	.60		
Washington	Calverton	do	1.25	.65	.65		
Alexandria	Bluemont	All runs	1.55	.80	.80	$0.80	$0.60
Alexandria	Round Hill	do	1.50	.75	.75	.75	.60
Calverton	Warrenton	do	a .25	a .15	a .15		
Alexandria	Monroe	Through freight	4.45	2.25		2.25	1.80
Alexandria	Charlottesville	do	2.95	1.50		1.50	1.20
Alexandria	Calverton	do	1.30	.65		.65	.50
Alexandria	Manassas	do	1.00	.50		.50	.40
Alexandria	Orange	do	2.20	1.10		1.10	.90
Manassas	Monroe	do	3.70	1.85		1.85	1.50
Washington	Lynchburg	Passenger	3.25	1.65	1.65		
Charlottesville	Monroe	Through freight	1.50	.75		.75	.60
Alexandria	Leesburg	do	1.30	.65		.65	.50
Manassas	Harrisonburg	do	3.00	1.50		1.50	1.20
Manassas	Riverton	do	1.40	.70		.70	.55
Manassas	Strasburg Yard	do	1.70	.85		.85	.70
Strasburg Yard	Harrisonburg	do	1.40	.70		.70	.55
Harrisonburg	Riverton	do	1.60	.80		.80	.65
Alexandria	Mitchells	Local freight	3.20	1.60		1.60	1.30
Charlottesville	Mitchells	do	1.60	.80		.80	.65
Charlottesville	Monroe	do	1.60	.80		.80	.65
Harrisonburg	Manassas	do	4.70	2.35		2.35	1.90
Strasburg	Yard and junction switching to Harrisonburg.	do	b 2.60	b 1.30		b 1.30	b 1.05
Manassas	Strasburg	do	b 2.20	b 1.10		b 1.10	b .90
Alexandria	Washington	All service	b .75	b .35	.35		

a Minimum rates per day: Conductor, $2; baggagemen, $1.50; flagmen, $1.35.
b One trip at these rates will constitute a minimum day's pay.

chedule of wages and rules and regulations for conductors and trainmen—Cont'd.

YARD FORCES.

Location.	Foremen.	Assistant foremen.	Conductors.		Switchmen.		Brakemen.	
			Day.	Night.	White.	Colored.	White.	Colored.
Washington			a $75		a $50	a $40	a $45	a $40
Alexandria	$100	$85	a b 65	a $60	a 50	a b 40	a b 45	a 40
Charlottesville			a c 60	a c 60			a c 45	a c 40
Monroe	a 70	a 60					a 40	
Harrisonburg			a 55	a 55			a 45	a 40

a Twelve hours or less, day's work. b Includes service on W. & O. junction trains.
c Includes service on trains 11 and 12 between Charlottesville and Rockfish.

ATLANTA DIVISION.[1]

Between—	And—	Class of service.	Conductor.	Flagmen.	Baggagemen.	Brakemen.		Porters.
						White.	Colored.	
Atlanta	Greenville	Passenger	$3.10	$1.55	$1.55			$1.00
Atlanta	Charlotte	do	4.50	2.00	2.35			1.30
Atlanta	Charlotte	Passenger, vestibule limited.	3.60	1.60	1.90			1.05
Atlanta	Lula	Passenger	1.30	.65	.65			
Atlanta	Mount Airy	do	1.60	.80	.80			.60
Atlanta	Norcross	do	.25	.10	.10			.10
Atlanta	Toccoa	do	1.65	.90	.90			.60
Atlanta	Rome	do	1.55	.80	.80			.50
Atlanta	Fort Valley	do	1.50	.75	.75			.50
Atlanta	Cleveland	do	2.90	1.45	1.45			1.00
Greenville	Lula	do	1.55	.80	.80			.50
Greenville	Toccoa	do	1.55	.80	.80			.50
Toccoa	Elberton	do	b 1.30	.75				.50
Chattanooga	Varnell	do	1.50	.75	.75			.50
Chattanooga	Rome	do	1.55	.80	.80			.50
Rome	Attalla	do	1.50	.75	.75			.50
Rome	Cleveland	do	1.50	.75	.75			
Atlanta	Chattanooga	Passenger and mixed	3.00	a 1.35	1.50			a .85
Atlanta	Columbus	Passenger via McDonough or Williamson.	1.60	.80	b .45			.55
Fort Valley	McDonough	Passenger via Williamson.	1.50	b .65	b .40			.50
Toccoa	Elberton	Local	b 1.25	b .65		b $0.65	b $0.50	
Chamblee	Roswell	Mixed, all service	.80	.40				
Lula	Athens	Passenger	c .75	c .40	c .40			c .30
Atlanta	Greenville	Through freight	4.50	2.25		2.25	1.80	
Atlanta	Yatesville	do	1.55	.80		.80	.70	
Fort Valley	Yatesville	do	.95	.50		.50	.40	
Atlanta	Lula	do	1.80	.90		.90	.70	
Atlanta	Chattanooga	do	4.25	2.15		2.15	1.70	
Atlanta	Rome	do	2.25	1.15		1.15	.90	
Cleveland	Varnell	do	.55	.30		.30	.20	
Atlanta	Cohutta	do	3.50	1.75		1.75	1.40	
Atlanta	Cleveland	do	4.10	2.05		2.05	1.65	
Atlanta	Toccoa	do	2.65	1.35		1.35	1.05	
Greenville	Lula	do	2.65	1.35		1.35	1.05	
Toccoa d	Bowersville	do	1.25	.65		.65	.50	
Chattanooga	Varnell	do	1.15	.60		.60	.45	
Chattanooga	Cohutta	do	1.10	.55		.55	.45	
Greenville	Toccoa	do	1.85	.95		.95	.75	
Rome	Chattanooga	do	2.25	1.15		1.15	.90	
Rome	Cleveland	do	2.00	1.00		1.00	.80	
Cleveland	Cohutta	All runs	.70	.35		.35	.30	
Atlanta	Toccoa	Local freight	3.40	1.70		1.70	1.35	
Greenville	Toccoa	do	1.70	.85		.85	.70	
Atlanta e	Dalton	do	3.70	1.85		1.85	1.50	
Rome	Attalla	do	1.50	.75		.75	.60	
Dalton	Cleveland	do **	1.65	.85		.85	.65	
Atlanta	Fort Valley	do	2.90	1.45		1.45	1.15	
Lula	Athens	do	f 1.50	f .75		f .75	.60	

[1] Similar schedules are published for all the other divisions.
a One trip at these rates will constitute a minimum day's pay.
b Two trips at these rates will constitute a minimum day's pay.
c Two trips at these rates will constitute a minimum day's pay on Sundays.
d Rate includes switching at Toccoa.
e Rate includes switching at Dalton.
f Rate includes switching at Athens.
** Extra time at overtime rates will be paid for work on Ooltewah "cut-off."

Schedule of wages and rules and regulations, etc.—Continued.

YARD FORCES.

Location.	Foremen.	Assistant foremen.	Conductors.		Switchmen.		Brakemen.	
			Day.	Night.	White.	Colored.	White.	Colored.
Atlanta	$125.00	$100.00 90.00 85.00	*a b* $70.00	*a b* $70.00			*c b d* $1.70	*e b d* $1.[illegible]
Rome	95.00	80.00	*b* 60.00	*b* 60.00	*b* $50.00	$45.00	*b* 50.00	*b* [illegible]

a After 1 year's service, $75. *b* Twelve hours or less, day's work. *c* After 1 year's service, $[illegible]. *d* Day.

Atlanta: Passenger foremen, day, $80; night, $70. Pilots, $1.75; 12 hours or less day's work.

LOUISVILLE AND NASHVILLE RAILROAD.

Agreement between the Louisville and Nashville Railroad Company and its trainmen, taking effect November 1, 1891, with revised rates in effect May 1, 1900.

1. There shall be established on each division a board of inquiry, to consist of the superintendent or assistant superintendent (or both), the master of trains and the master mechanic, or his representative (or both), whose duty it shall be to investigate accidents.

In case employees are suspended to appear before this board they will be given a hearing within 5 days, and will receive prompt notice of the result of the investigation. All punishment shall consist of suspension or discharge.

It shall not be necessary to convene the board except for the investigation of accidents.

If the parties punished by the board, or otherwise, desire it, they may appeal, first, through the master of trains to the superintendent, and then through the superintendent of transportation to the general manager.

All appeals must be presented to the superintendent or master of trains within 30 days after the decision of the board shall have been made known.

Should the employees suspended be found innocent, they will be paid for the time the suspension was in effect—conductors $2.85 per day, and brakemen, baggagemen, and yardmen $1.75 per day.

To enable the division officers to make investigation, reports must be made to the proper officer at the end of each trip.

2. Road delay time will be allowed conductors and brakemen after the schedule of the train shall have been exceeded 2 hours, at the rate of 30 and 18 cents, respectively, per hour, for every hour and fractional part thereof. When a train has been delayed to exceed 2 hours, the first 2 hours will be counted.

In case schedules are changed on the road, road delay time will be computed from schedule departed on.

Wages shall be computed from 1 hour after the men are called, or the time that the train departs, if earlier.

Road delay time for extra trains shall be arrived at by taking the average time of the schedule trains on the division, passenger or freight, as the case may be, except that on the Pensacola and Atlantic road the schedule of extra freight trains running between terminals shall be computed at the rate of 12½ miles per hour.

3. Yard delay time at terminals shall be allowed at the rate of 30 and 18 cents, respectively, per hour, for each hour or fractional part thereof, after a train shall have been delayed within the yard limits beyond 30 minutes. Running time of the train within yard limits shall not be considered.

When delayed immediately outside of the yard limit board, trainmen shall be allowed yard delay time at same rate, when delay exceeds 30 minutes.

(Colored brakemen will be paid for delay time 10 per cent less than white men.)

4. Trainmen will be called not to exceed 1 hour before leaving time of their trains, as at present. The caller shall be furnished with a book, which must be signed by the men, showing the time that they are called, and the time the train is to depart. Failing to respond promptly, whether it is his turn out or not, the party at fault shall be suspended or discharged at the discretion of the master of trains.

When trainmen come in on their runs, and are not able for duty, they must so notify the master of trains or his representative. If, afterwards, on account of sickness they can not go out, they must send a written notice to the master of trains or his representative at least 2 hours before they are needed.

They must not lay off except by permission of an authorized officer, unless they, a member of their immediate family, are suddenly taken sick, in which event ey must give at least 2 hours' notice.

5. When trainmen are called to go out between the hours of 7 p. m. and 7 a. m., id the train is afterwards annulled, they shall be allowed 3 hours, at the rate of and 18 cents per hour, respectively: Provided, they are not notified they will required for another schedule train within 1 hour. When called to go out at her hours, in case train is annulled, they shall be paid at the same rates per hour; at time shall be computed from 1 hour after they are called until they are notied that train is annulled. Trainmen thus called will stand first out: Provided, it oes not interfere with men who have regular runs.

6. For attending court or appearing before proper persons to give evidence, conuctors, baggagemen, and brakemen, having regular crews, and yardmen having egular work, shall be paid the amount that they would have made had they erformed their usual duties.

This shall not prevent the company from using these men on any run after they re through attending court, and before their regular crews are due to leave.

Other conductors and brakemen shall be paid $3 and $2 per day, respectively, omputed from the time they leave their homes, or the time they are marked to go out, until they return.

They will be furnished with transportation to and from court. No pay shall be allowed in cases where the time so consumed does not interfere with the men making their regular trips and having 8 hours' rest, if they require it.

7. Conductors and brakemen of wrecking trains shall be paid, respectively, 35 and 20 cents per hour, or fractional part thereof, time to be computed from time train starts, or 1 hour after the men are called, until return to starting point.

In case the train is laid up before returning, for the purpose of affording the men necessary time for rest and sleep, such proportion of the time shall be deducted from the whole, and only the actual time on duty will be paid for. A minimum of 6 hours will be allowed, but no mileage will be paid.

8. Conductors and brakemen when deadheading on a freight train will be allowed the rate of pay given the same class of men that are in charge of the train. When deadheading on passenger train they will be paid 1¼ and eighteenths of a cent, respectively, per mile for the distance traveled.

When a man is traveling over the road for the purpose of relieving a man who has asked for leave of absence, he will not receive any compensation for the distance traveled.

9. After a continuous service of 16 hours, or more, conductors and trainmen shall be entitled to, and allowed 8 hours for rest at terminals, if they give proper notice of such desire, except in case of wrecks or similar emergencies.

10. Conductors will be notified when time is not allowed as per their trip reports.

11. Any trainman drinking intoxicants on duty, or being under their influence on or off duty, will be dismissed from the service of the company.

12. All crews assigned to regular runs at a monthly rate, that are not provided for in the accompanying rate sheets, will be paid extra for all service performed in addition to their regular duties at established rates for class of service performed except regular crews now performing extra duty without compensation.

13. Local grievances and differences of opinion as to construction of this agreement shall be taken up with division officers; failing to be adjusted, they will be referred to the general officers, as per article 1.

G. E. EVANS,
Superintendent Transportation.

Approved:

J. G. METCALFE,
General Manager.

BALTIMORE AND OHIO RAILROAD COMPANY.

The following rates of pay and rules for conductors will be effective March 1, 1900.

TRANS-OHIO DIVISION.

1. Passenger conductors on runs whose monthly mileage is 5,000 miles or over, $2.20 per 100 miles. On runs of less than 5,000 miles and over 4,000 miles per month, $100 per month.

2. Local freight and pick-up runs, 3¼ cents per mile run. Runs of less than 100 miles will be computed as 100 miles.

3. Through freight, 3 cents per mile run. Runs of less than 100 miles will be computed as 100 miles.
4. Work and wreck trains, $3 per day of 12 hours or less; all over 12 hours will be paid for as overtime; all over 100 miles to be paid 3 cents per mile.

PHILADELPHIA, MAIN LINE AND PITTSBURG DIVISIONS, AND BRANCHES.

1. Except as hereinafter specified, conductors of passenger trains will be paid $100 per month, and for all mileage made in any month in excess of 5,000 miles they will be paid extra at the rate of 2½ cents per mile.
2. South Branch Railroad, $75 per month; Grafton and Belington district, $100 per month; Washington County branch, $95 per month; Washington Junction and Frederick, $75 per month, with extra time as at present; Frederick and Washington, $100 per month; Landenburg branch and Philadelphia, $100 per month; mixed train, Baltimore and Curtis Bay, including yard work, overtime as per rule 19, $3 per day; Mount Pleasant accommodation, $90 per month; Confluence and Oakland run, $85 per month; Berlin branch, $2.25 per day; Berkeley Springs and Potomac branch, $77.50 per month; conductors on Mount Pleasant, Versailles, Uniontown, and Pittsburg runs, $100 per month; Versailles and Pittsburg to remain as at present, $95 and $100 per month.
3. Conductors in local freight and pick-up service will be paid $90 per month, and 3½ cents per mile for mileage in excess of 100 miles per day.
4. Unless otherwise specified, conductors in through freight service will be paid 3 cents per mile, 100 miles or less to constitute a day's work; all over 100 miles to be paid for pro rata. Grafton and Clarksburg, round trip $2.65, overtime after 10 hours; Grafton and Fairmont, round trip $2.65, overtime after 10 hours; Wheeling to Glover Gap and return, $3; Grafton to Belington and return, $2.85; between Glenwood and Wheeling, per trip, $2.75, overtime after 10 hours; between Glenwood and Benwood, per trip, $2.85, overtime after 10 hours; Wheeling and Pittsburg division, short coal runs, per hour, 30 cents; Pittsburg, Willow Grove, or Glenwood and Cumberland, per trip, $4.50, overtime after 15 hours (corrected to 12 hours by order of general manager, July 1, 1900); coal train between Grafton and Flemington, round trip, $3, overtime after 12 hours; Connellsville to Glenwood and return, $3.50; coal runs between Glenwood, West Newton, and Smithton, per day, $3.50; Baltimore and Brunswick, per trip, $3.50, overtime after 9 hours; Cumberland to Cherry Run and return, including switching, 1½ days; between Brunswick and Strasburg Junction—freight one direction, passenger the other—per round trip, $2.90, overtime as per rule 19; assigned crews between Staunton and Lexington, including necessary switching at terminals, per month, $90; Harrisonburg and Staunton, including necessary switching at terminals, per month, $85; Baltimore to Washington and return, $3, overtime as per rule 19; Brunswick to Washington and return, $3.56, overtime after 15 hours. Between Martinsburg and Brunswick conductors will be allowed 50 miles, and overtime after 6 hours, per round trip; Brunswick to Mount Airy and return, $2.35, overtime after 9 hours; Wilmington and Childs, round trip, $3. If run is extended over L. C. & S. branch, same rate will apply. Short coal runs between Connellsville, Scott Haven, Shaner, or Emblem will be paid mileage as per article 4 and general rule 19. Trains 90 and 91 on Valley division will be paid local rates.
5. Through freights, F. M. & P. district, per day, $2.85; overtime after 10 hours.
6. Connellsville and Point Marion, or between Connellsville and Cheat Haven, will be paid mileage, as per article 4, and overtime as per rule 19. Coal runs, Fairmont and Beechwood, per day, $3; overtime after 12 hours.
7. Work and wreck trains, $3 per day of 12 hours or less; all over 100 miles to be paid 3 cents per mile; 6 hours or less one-half day; more than 6 hours and not more than 12 hours, 1 day.
8. Conductors making a double to either Mount Airy or Washington will stand first out of Brunswick, after crews that are called when they arrive. When it becomes necessary to deadhead cabooses from Cumberland to Brunswick, the last caboose in will be sent and will take the turn they arrive in at Brunswick. From Brunswick to Cumberland the head caboose will be taken and take head turn at Cumberland.
9. Conductors on the following freight runs will continue to do switching as at present, without claim for extra pay, under general rule No. 4:
Grafton and Clarksburg, Grafton and Fairmont, Glenwood and West Newton and Smithton, Fayette County; Mount Pleasant, Hickman Run, Washington County; Berlin Branch, Landenberg Branch, L. C. & S. Branch.
10. Extra runs between Riverside or Mount Clare Junction and Bay View, 30 cents per hour with minimum allowance of 3 hours.

GENERAL RULES.

ne following general rules will apply alike to all territory covered in this dule:

Conductors assigned, under monthly rate of pay, to runs that do not run larly on Sundays will be paid extra for all Sunday or other extra work out- of their assigned run, and when assigned to extra or special service will be l the regular rate of pay.

Unless specially arranged between conductors and their superintendent, con- tors in through freight service will run first in first out, except that conductors ing in, and not having made a full day, will stand first out ahead of all con- tors not called.

. When conductors are called and not sent out, they will be paid one-quarter r if not held more than 3 hours; if held more than 3 hours, 30 cents per hour time held.

. At all terminal and intermediate points through freight conductors will not required to make up trains and do switching; when used to do this work they ll be paid 30 cents per hour therefor; 35 minutes to be computed as 1 hour; less an 35 minutes will not be counted.

Where time is earned under this rule and overtime is made on same trip the ount of switching time gained will be deducted from the amount of overtime.

5. Conductors attending court or investigations as witnesses (by request of the mpany) will be paid for all time lost. Those not on regular run will be paid r each calendar day, and when away from home their necessary expenses will paid.

6. If a conductor is required to change his run and the change necessitates his oving, his family and household goods will be moved free.

7. Conductors reaching terminal stations after 16 hours' continuous service ill be allowed 10 hours' rest before being required to go out, except in cases of mergency.

8. So far as business will permit, conductors will be run so as to give them heir lay-over at the terminal at which they reside.

9. Whenever practicable trains 546 and 547, 46 and 47, will be given a coach or ombination car.

10. The company will not require conductors to retain brakemen who are ncompetent or insubordinate.

So far as possible, each conductor will, at all times, be provided with at least ne experienced brakeman, and on divisions where there are three brakemen assigned to each crew, at least two of them will be experienced men.

11. Conductors will be eligible to any official position. Conductors accepting ne of these positions can hold their rights on the road as conductors, this rule applying only to conductors accepting positions after March 1, 1900.

12. All instructions given to conductors by trainmasters or yard dispatchers relative to the movement or disposition of cars between terminals will be given in writing.

13. No conductor will be dismissed or suspended from the service without a fair trial, and all parties must be present at the investigation. Witnesses may be examined separately, but in the event of conflicting testimony those whose evidence conflicts will be brought together. This trial will be held within 7 days of date of occurrence and conductors notified promptly of the result. Conductors will not be suspended pending trial for minor offenses which do not result in serious loss or danger to persons or property. If exonerated from blame, they will be paid for all time lost.

14. Conductors discharged from the service of the company will forfeit all rights previously held unless reinstated within 6 months. If a conductor leaves the service of his own accord, he will, if re-employed, rank as a new man.

15. When the freight traffic on any portion of the road is so light that the conductors in the service are not able to make reasonable wages, and it is necessary to reduce the force, suspensions will be made beginning with the youngest in the service. Conductors suspended from the service under this rule will be given preference over younger men as brakemen and retain their rights as conductors, and will be placed on their train when freight traffic requires an increased force. This rule will also apply to extra passenger conductors. When there is not enough extra passenger running to enable the extra conductors to make reasonable wages, the youngest conductor may run his caboose on freight or take his baggage car and not lose his rights as a passenger conductor.

16. Any conductor called upon to give up his caboose, and take the extra passenger running, who declines to do so, will permanently lose his rights over any conductor who accepts the extra running.

17. Conductors will be in line of promotion. The rights to regular runs and promotion will be governed by merit, ability, and seniority. Freight conductors deprived of their turn as passenger conductors will, upon request, be furnished with a written statement from the superintendent showing the cause of the rejection. All vacancies to be bulletined for 10 days.

18. The company will employ experienced conductors when the good of the service requires it.

19. On all passenger and freight runs occupying more than 12 hours, except as otherwise provided for, overtime shall be paid to conductors at the rate of 30 cents per hour, time to commence 1 hour after being called. Overtime shall not begin until after the expiration of 35 minutes in addition thereto, said 35 minutes to be reckoned as 1 hour.

Conductors living within 1 mile of terminals will be called, as nearly as practicable, 1 hour before the time the train is due to leave, by the train caller, who will be provided with a book, in which the men called will enter their names. This will not apply to conductors on regular runs leaving between 6 a. m. and 10 p. m.

20. Conductors will be notified in writing when time is not allowed as per their time slip, and the reasons for nonallowance given.

21. Conductors deadheading, under orders, on freight trains, will receive full freight rates, and on passenger trains one-half regular rate.

22. Conductors will not be relieved between terminals.

23. The rights of conductors will commence on the day of their promotion, provided they have passed proper examination.

Extra trips in emergencies made by men who have not been examined, will not be considered. Rights of conductors will be confined to their respective districts, and on trains running over two or more districts each district will furnish its proportion of conductors; they will have choice of runs to which their age entitles them, provided they are competent.

When additional passenger conductors are required, promotions will be made from the ranks of freight conductors, as above. This rule will not be construed to reduce the rights any conductor now holds.

24. When a conductor's caboose goes into the shop, or is sent away, for 10 days or more, he will be furnished with another.

25. On main stem, in freight service, conductors promoted, will serve as second-class conductors for a term of 6 months and will receive 35 cents per day less than first-class conductors.

For the B. & O. R. R. Co.:

FREDERICK D. UNDERWOOD,
Its Second Vice-President and General Manager.

For the O. R. C.:

E. E. CLARK, *G. C. C.*
S. M. TAYLOR, *Chairman.*

BALTIMORE, *February 9, 1900.*

General rules applying alike to all territory covered in this schedule, except where otherwise specially mentioned, to take effect November 1, 1899.

The term "trainmen," used in this agreement, applies to conductors, flagmen, baggagemen, brakemen, and yardmen.

1. Trainmen assigned under monthly rate of pay to runs that do not run daily—and hereafter scheduled to run daily—will be paid at same rate as other runs of the same class that run daily. For extra work done outside of their regular runs they will be paid extra at their regular rate of pay.

2. Unless specially arranged between trainmen and superintendent, trainmen will run first in first out, except that crews coming in and not having made full day will stand first out ahead of all crews not called. Extra trainmen making less than 1 day will remain first out instead of going to the foot of the list. (This rule will not apply to freight service on the Philadelphia division.)

3. When trainmen or yardmen are called and not needed, they shall receive their regular rate per hour at a minimum of one-fourth of a day and stand first out. This shall apply to extra as well as regular men.

4. When through freight crews are required to switch at terminal or other points, they will receive pay at the regular rate per hour, 35 minutes to be considered an hour. When the time used is under 35 minutes, no compensation is to be given.

5. For attending court or when summoned by the proper officer of the company to give evidence, train or yardmen having regular runs will be paid day for day

the time lost. Extra men will be paid at their regular rates for each calendar and when away from home their necessary expenses. When investigations held on lay-over time, regular men attending them will not receive pay. This s not apply to extra men who have no lay-over time.

. If a train or yardman is required to change his run, and by the change is iged to move his family and household goods, they will be moved free of charge on application to his superintendent.

. Trainmen after a continuous service of 16 hours or more will be entitled to 8 irs' rest, and not be required to go out except in cases of emergency.

. So far as practicable, crews will be run so as to give them their lay-over at terminal at which they reside.

. All train crews shall be provided with a coach, caboose, or combination car ached to rear end of train, except in emergencies.

10. So far as possible, each crew will be provided with 1 experienced brakeman, d on trains where there are 3 brakemen, when possible, 2 of them will be expe-enced men.

11. Train or yardmen will be eligible to official positions and retain their niority rights while in the service of the company, the ruling as to the suffi-ency of the cause for a change to be vested in the division superintendent.

12. All instructions given to a train or yardman by a trainmaster or yard dis-atcher relative to the movement of trains or the disposition of cars between rminals will be given in writing.

13. Train or yardmen will not be suspended or dismissed for accidents or other auses pending trial or decision by the proper officer of the company, at which nvestigation the parties interested will be notified to appear, and all parties nterested may be present at the investigation. Witnesses may be summoned eparately, and, in the event of conflicting testimony, those whose evidence con-icts will be heard together.

14. Train or yardmen discharged from the service of the company will forfeit heir seniority unless reinstated within 6 months. A train or yardman leaving he service of his own accord forfeits his seniority. A trainman may be given a urlough for 6 months, and at the end of that time may, upon making application o his proper officer, resume his employment without prejudice and without losing iis seniority.

15. When the freight traffic is such that the regular train crews do not make 24 days each month for a period of 3 months, crews shall be suspended, beginning with the youngest man in the service. Any conductor suspended under this rule will assume his seniority as brakeman and still retain his seniority as conductor and be placed on his run as additional crews are required. This rule will also apply to extra passenger crews, train and yardmen. When there is not enough extra running to enable the extra crews to make reasonable wages, the youngest conductor may run his caboose on freight or take his baggage car and not lose his right as a passenger conductor, the division superintendent to be the judge of what constitutes reasonable wages for extra crews.

16. When freight districts are consolidated into one passenger district, the men assigned to the passenger runs will be taken from their respective freight districts in accordance with their seniority. The rights of conductors will commence on the day of their promotion. Extra trips made by men who have not passed examination will not count. Rights of trainmen are confined to their respective divisions, and on trains running over two or more divisions each division will furnish its proportion of the crews. Runs will be assigned on the seniority basis, provided senior men are competent. All those entering the service hereafter will gain their rights of seniority as stated above.

17. All train and yardmen will be in line of promotion. The rights to regular runs will be determined by capacity and seniority.

18. When additional conductors are required in the passenger service, promotion will be made from the freight conductors, except as hereinafter provided. When a passenger-train baggageman on lines east of the Ohio River, who has been in such service for a period of 7 years, desires to become a conductor, he can do so upon the following conditions: He is to take service as a brakeman on a local freight train and serve as such 1 year (or 12 full months), at the end of which time he is to be examined, and, if found competent, will be given such a place as conductor to which his seniority entitles him, dating from the whole term of his service as baggageman. When additional baggagemen or passenger brakemen are required, promotion will be made from the freight service. Baggagemen and passenger brakemen will be eligible as freight conductors whenever they are competent.

19. When possible, on all through freight trains, there shall be 7 uniform cars on front and 7 on rear of train.

20. All pilots shall receive conductor's pay.

21. When any train or yardmen are required to attend switches, watch crossings, or do any other work outside of their assigned work, they shall receive their regular road or yard pay.

22. Senior night yard brakemen will be promoted to day yard brakemen; senior day yard brakemen to night yard conductors; senior night yard conductors to day yard conductors.

23. Freight crews running over one or more divisions on passenger schedule will receive their regular pay for same. Passenger crews running on freight over one or more divisions will receive regular freight pay for it. Freight crews deadheading under orders on freight will receive their full pay; deadheading on passenger trains will receive one-half their freight rates. Passenger crews deadheading on company's business will be allowed one-half their rates for mileage made.

24. When a vacancy occurs, or when a regular run is established, it shall be advertised by bulletin for 10 days, and then given to the oldest man making application for it in writing to the trainmaster or superintendent. Declining a position will not affect seniority. When a run is discontinued, the crew which has been engaged thereon shall be entitled to any other run that is theirs by seniority.

25. Train or yardmen will not be required to turn sand or coal engines at terminals or intermediate points where hostlers are employed, except in emergencies.

26. When additional freight conductors are required, except as herein provided, a list of the oldest flag or brakemen will be posted for 10 days; objections as to seniority to be heard during that time. At the expiration of 10 days the seniormen shall be examined, and, when competent, promoted and provided with a certificate within 10 days thereafter. Should any fail to pass, they shall be first on the list for the next examination; three examinations to be final. In case a conductor is relieved, a flag or brakeman may be used as a conductor. Such cases are emergency cases, and the men so used will hold no permanent rights as conductors.

27. Baggagemen handling express matters are not required by the railroad company to transact any business at the city express offices.

28. All passenger crews, except on the Frederick, South Branch, and similar runs, as at present constituted, will consist of conductor, baggageman, and 1 brakeman. Baggagemen will not be required to leave baggage cars to act as brakemen, except in an emergency.

29. When train baggagemen require assistance in handling baggage, station or train porters will be required to assist them.

30. Passenger crews at terminal stations where shifting crews, hostlers, or car inspectors are located, will not be required to cut or couple hose, shift trains, or turn engines.

31. All arrangements and rules for the manning of trains on each division will be in the hands of the several division superintendents or their representatives, and in case of a failure between the men and them to agree, the matter will be brought to the general superintendent or other managing officer for final adjustment.

32. Members of the Brotherhood of Railroad Trainmen will be furnished with transportation over the Baltimore and Ohio system when properly vouched for in writing.

33. A train or yardman transferred from one division or from one yard to another shall rank as a new man.

34. Train or yardmen who have been suspended or dismissed from the company's service and are reinstated within 6 months will not be compelled to stand a physical examination by the relief department.

35. Trainmen being dispatched from a terminal will not be relieved until they have reached a terminal or returned to the terminal from which they were dispatched.

36. In employing train or yardmen, preference will be given to experienced men.

37. Train or yardmen will not be required to pay damages for accidents done in line of duty.

38. The company will launder white cap covers.

39. Regular crews will be at Camden Station 40 minutes before their departing time. If not there 30 minutes before the time, an extra man will be called to take the run. If between the 30 minutes and the departing time of the train the regular man arrives and the extra man elects to give him the run, there is no objection. Should the extra man decline to give him the run, the regular man misses the trip. This rule will also apply to Philadelphia, except that the time limit there will be 30 and 20 minutes. Trainmen living within a distance of 1

of a terminal will be called, as near as practicable, 1 hour before the leaving of the train by the train caller, who will be provided with a book in which men will record their names. The men shall designate where they are to be l. Trainmen on regular runs leaving between the hours of 8 a. m. and 11 will not be called.

When train or yardmen are suspended, and they are located away from the al headquarters, they will be provided with transportation to and from said s for the purpose of interviewing the proper official regarding their sus- ion.

Passenger crews running extra trains will not be held longer than 16 hours ny terminal. Crews held longer than the above time will be paid at the lar rates per hour for all over 16 hours held.

Passenger crews making short trips on excursions, or special trains outside eir assigned runs, making less than 8 hours will be allowed one-half day; 8 hours to be called a full day at regular rates.

. When train or yardmen have been in company's service for 6 consecutive ths and leave of their own accord, or are dismissed, they will be given a ice record by the division superintendent, stating the nature and term of ice and the reason for leaving the same.

. Efforts will be made to furnish employment, suitable to their capacity, to who are injured in the discharge of their duties.

5. All local cars shall be placed in one train when practicable.

6. A trainman who has been placed in an advanced position for which he ves incompetent may resume his former employment and seniority.

7. Roadmen have no rights in the yards, or yardmen no rights on the road; road rules to govern yard service where they will apply.

8. Trainmen will be notified in writing when time is not allowed as per their e slip and the reason for nonallowance given.

9. On all districts of the system, except where otherwise specified, 12 hours to stitute a day. Overtime will be paid thereafter pro rata.

50. All districts of 100 miles or less shall be considered as 100 miles, except ere otherwise specified. Districts over 100 miles in length shall be paid for at tual mileage.

51. The motors at Baltimore to be classed as yard engines, and when conductors e furnished them they are to be furnished from yard conductors, provided the rd conductor has the capacity to become a motoneer.

52. All runs that are now being paid at a higher scale than that expressed in e schedule of 1893 will remain as now.

This schedule is in effect from its adoption, subject to notification of 30 days by ther party thereto of their desire for a change in it.

Rates of pay and rules for the trainmen, to be effective November 1, 1899.

PASSENGER.—Philadelphia to Washington: Baggagemen, round trip, $3; brake- nen, $2.50.

Philadelphia to Baltimore, local runs: Baggagemen, per month, $67.50; brake- nen, $55.

Philadelphia to Baltimore, through runs: Baggagemen, per month, $65; brake- nen, $55.

Philadelphia, Chester, Wilmington, and Singerly runs: Baggagemen, per month, 55; brakemen, $50.

Philadelphia division, trains 546 and 547: Baggagemen, per month, $52.50; brake- nen, $50.

Wilmington to Baltimore and return: Baggagemen, per month, $52.50; brake- men, $52.

Washington branch: Baggagemen, per month, $52; brakemen, $50.

Metropolitan branch: Baggagemen, per month, $52; brakemen, $50.

Washington to Frederick: Baggagemen, per month, $55; brakemen, $50.

Baltimore to Frederick and return, Baltimore to Mount Airy and return, Baltimore to Washington and return: Baggagemen, per month, $50; brakemen, $50.

Frederick to Frederick Junction and return, Frederick to Washington Junction and return: Brakemen, per day, $1.75.

Baltimore to Brunswick, trains 19 and 20: Baggagemen, per month, $50; brake- men, $50.

Trains 41 and 42: Baggagemen, per month, $50; brakemen, $50.

Trains 16 and 17: Baggagemen, per month, $52.50; brakemen, $5-.

Trains 15 and 17, Martinsburg to Berkeley Springs and to Cumberland: Bag- gagemen, per month, $52.50; brakemen, $54.

Trains 13 and 14: Baggagemen, per month, $52.50; brakemen, $55.
Curtis Bay branch: Brakemen, per month, $50.
Washington County branch: Baggagemen, per month, $50; brakemen, $47.
Cumberland to Wheeling or Parkersburg: Baggagemen, per month, $66.50; brakemen, $59.
Baltimore to Cumberland: Baggagemen, per month, $66.50; brakemen, $57.
Trains 12 and 55, between Cumberland and Parkersburg: Baggagemen, per month, $66.50; brakemen, $59.
Cumberland to Grafton, trains 5 and 6: Baggagemen, per month, $55; brakemen, $52.50.
Trains 71 and 72, Cumberland and Wheeling: Baggagemen, per month, $53; brakemen, $50.
Trains 4 and 5 on fourth division: Baggagemen, per month, $55; brakemen, $55.
Trains 56 and 47, Grafton and Parkersburg: Baggagemen, per month, $57.50; brakemen, $55.
Trains 71 and 72, Grafton and Parkersburg: Baggagemen, per month, $57.50; brakemen, $55.
Grafton and Belington: Baggagemen, per month, $50; brakemen, $50.
Pittsburg division: Trains 5, 6, 9, 10, 11, 12, 14, 46, 47, and 49: Baggagemen, per month, $63; brakemen, $52.
Mount Pleasant accommodations: Baggagemen, per month, $55; brakemen, $50.
Confluence and Oakland: Brakemen, per month, $45.
Berlin branch: Brakemen, per day, $1.65.
Salisbury branch: Brakemen, per day, $1.95.
Pittsburg, Versailles, Connellsville, Mount Pleasant and Uniontown: Pay to remain as at present.
West Newton, Pittsburg and Fairmont accommodation: Pay to remain as at present.
Trains between Rockwood and Johnstown: Baggagemen, per month, $63; brakemen, $52.
Versailles and Pittsburg accommodation: Baggagemen, per month, $57; brakemen, $53.
Wheeling and Pittsburg district: Baggagemen, per month, $63; brakemen, $52.
Trains 1 and 2, between Morgantown and Pittsburg: Baggagemen, per day, $2.53; brakemen, $2.19.

Rules applying to the Pittsburg division.

1. When regular baggagemen or passenger brakemen are off duty temporarily for 15 days or longer, the oldest extra baggageman or brakeman will be entitled to said run.
2. Trainmen on Wheeling and Pittsburg district will have no right on Pittsburg division and vice versa.
3. Trainmen on F. M. & P. and Mount Pleasant branches will have no rights on Pittsburg division.
4. Between Pittsburg and Cumberland and branches will be considered as 1 passenger division.
5. Three trips between Pittsburg and Versailles to constitute a day's work. On the Chicago and Akron divisions baggageman will receive 1.2 cents per mile.

In addition they will be allowed 50 cents per trip as extra compensation for handling express matter on such trains, as they handle express matter.

Trains 7, 8, 14, 15, 46, and 47, on Central Ohio and Lake Erie divisions, and trains 103 and 104, on Central Ohio division, and trains 3, 4, 16, and 17, on Lake Erie division, will be paid 1.34 cents per mile. All other trains on Central Ohio, Lake Erie, and Midland divisions will receive 1.3 cents per mile. Rates on Straitsville division will remain as at present.

Passenger brakemen, west of the river, on runs whose monthly mileage is 5,000 miles or over, $1.10 per 100 miles.

On runs of less than 5,000 miles and over 4,000 miles per month, $50 per month.

Freight.

Local freight and pick-up runs on Philadelphia, main line and Pittsburg divisions: Brakemen will receive $60 per month, and 2½ cents per mile for mileage in excess of 100 miles per day.

On middle and northwestern divisions, local freight and pick-up brakemen will receive 2½ cents per mile run; runs of less than 100 miles will be computed as 100 miles.

Through freight brakemen 2 cents per mile run; runs of less than 100 miles to be computed as 100 miles.

Following runs to remain as at present: Salisbury branch, Grafton and Belington, Washington County branch, Frederick branch, Landenberg branch, Valley Division, Cumberland and Cherry Run, Brunswick and Washington, and South Branch.

Work and wreck trains: Brakemen, $2 per day. Twelve hours or less to constitute a day's work; all over 12 hours will be paid for as overtime.

Baltimore and Philadelphia: Brakemen, per trip, $2.

Wilmington and Childs, round trip: Brakemen, per day, $2; if run is extended over Lancaster and Cecil branch, same rate will apply.

Baltimore to Brunswick via main line: Brakemen, per trip, $1.60; overtime after 9 hours.

Baltimore to Washington and return: Brakemen, per trip, $2.

Baltimore to Shepherd and return: Brakemen, per trip, $2.

Brunswick to Mount Airy and return: Brakemen, per trip, $1.55.

Cumberland to Brunswick: Brakemen, per day, $2.

Grafton to Fairmont and return: Brakemen, $1.80; overtime after 10 hours.

Wheeling to Glover Gap and return: Brakemen, per day, $2.

Grafton to Belington and return: Brakemen, per trip, $1.90.

Between Parkersburg and Grafton: Brakemen, per day, $2.

Grafton to Clarksburg and return: Brakemen, per trip, $1.80; overtime after 10 hours.

Pittsburg to Cumberland: Brakemen, per trip, $3.

F. M. & P. local: Brakemen, per day, $2.

Keystone shift and coal trains: Brakemen, per month, $50 for working days.

Shifting coal, Cumberland to Sand Patch: Brakemen, per day, $2.

Connellsville to Rockwood and return: Brakemen, per trip, $2.

Short coal runs, Wheeling and Pittsburg district: Brakemen, per hour, 20 cents.

Coal runs between Glenwood, West Newton, and Smithton: Brakemen, per day, $2.30.

Between Glenwood, and Wheeling, and Benwood, pay to remain as at present; overtime after 10 hours.

Connellsville to Glenwood and return: Brakemen, per trip, $2.30.

Crews on work and wrecking trains will be paid half day for 6 hours or less and 1 day for more than 6 and not more than 12 hours overtime in excess of 12 hours.

On main line in freight service, trainmen promoted or hired will serve as second-class men for a term of 6 months, and will receive 20 cents per day less than first-class men.

Brakemen and flagmen will receive overtime for all time on duty in excess of 13 hours from the time they are called, at the rate of 20 cents per hour; 35 minutes or over will be called a full hour; less than 35 minutes will not be counted.

Crews making a double from either Mount Airy or Washington will stand first out of Brunswick, after crews that are called when they arrive.

Crews on the following freight runs will continue to do switching as at present without claim for extra pay under general rule No. 4: Grafton and Clarksburg, Grafton and Fairmont, Fairmont and Morgantown, Glenwood and West Newton and Smithton, Cumberland and Cherry Run, Fayette County branch, Mount Pleasant branch, Hickman Run branch, O. & B. branch, Washington County branch, Berlin and Landenberg branches.

Yard service—yard rates from March 1, 1900.

Philadelphia and Wilmington: Conductors, per day, $2.64; brakemen, per day, $2.04; conductors, per night, $2.76; brakemen, per night, $2.16.

Bay View, Canton, Locust Point, Camden, Mount Clare, and Washington: Conductors, per day, $2.64; brakemen, per day, $2.04: conductors, per night, $2.76; brakemen, per night, $2.16.

Brunswick, Martinsburg, Cumberland, Keyser, Piedmont, Grafton, Fairmont (road rates), and Clarksburg: Conductors, per day, $2.64; brakemen, per day, $2.04; conductors, per night, $2.76; brakemen, per night, $2.16.

Parkersburg: Conductors, per day, $2.50; brakemen, per day, $1.90; conductors, per night, $2.50; brakemen, per night, $1.90.

Pittsburg, Wheeling, and Benwood: Conductors, per day, $3; brakemen, per day, $2.28; conductors, per night, $3.12; brakemen, per night, $2.40.

Connellsville, Hickman Run, O. & B. S. L., Fayette County and Mount Pleasant branch: Conductors, per day, $2.82; brakemen, per day, $2.04; conductors, per night, $2.94; brakemen, per night, $2.16.

Schedule of wages and rules and regulations, etc.—Continued.

YARD FORCES.

Location.	Foremen.	Assistant foremen.	Conductors.		Switchmen.		Brakemen.
			Day.	Night.	White.	Colored.	White.
Atlanta	$125.00	$100.00 90.00 85.00	a $70.00	a $70.00			c d $1.70
Rome	95.00	80.00	b 60.00	b 60.00	b $50.00	$45.00	b 50.00

a After 1 year's service, $75. b Twelve hours or less, day's work. c After 1 year's service, $1.75. d Day.

Atlanta: Passenger foremen, day, $80; night, $70. Pilots, $1.75; 12 hours or less day's work.

LOUISVILLE AND NASHVILLE RAILROAD.

Agreement between the Louisville and Nashville Railroad Company and its trainmen, taking effect November 1, 1891, with revised rates in effect May 1, 1900.

1. There shall be established on each division a board of inquiry, to consist of the superintendent or assistant superintendent (or both), the master of trains and the master mechanic, or his representative (or both), whose duty it shall be to investigate accidents.

In case employees are suspended to appear before this board they will be given a hearing within 5 days, and will receive prompt notice of the result of the investigation. All punishment shall consist of suspension or discharge.

It shall not be necessary to convene the board except for the investigation of accidents.

If the parties punished by the board, or otherwise, desire it, they may appeal first, through the master of trains to the superintendent, and then through the superintendent of transportation to the general manager.

All appeals must be presented to the superintendent or master of trains within 30 days after the decision of the board shall have been made known.

Should the employees suspended be found innocent, they will be paid for the time the suspension was in effect—conductors $2.85 per day, and brakemen, baggagemen, and yardmen $1.75 per day.

To enable the division officers to make investigation, reports must be made to the proper officer at the end of each trip.

2. Road delay time will be allowed conductors and brakemen after the schedule of the train shall have been exceeded 2 hours, at the rate of 30 and 18 cents, respectively, per hour, for every hour and fractional part thereof. When a train has been delayed to exceed 2 hours, the first 2 hours will be counted.

In case schedules are changed on the road, road delay time will be computed from schedule departed on.

Wages shall be computed from 1 hour after the men are called, or the time that the train departs, if earlier.

Road delay time for extra trains shall be arrived at by taking the average time of the schedule trains on the division, passenger or freight, as the case may be, except that on the Pensacola and Atlantic road the schedule of extra freight trains running between terminals shall be computed at the rate of 12½ miles per hour.

3. Yard delay time at terminals shall be allowed at the rate of 30 and 18 cents, respectively, per hour, for each hour or fractional part thereof, after a train shall have been delayed within the yard limits beyond 30 minutes. Running time of the train within yard limits shall not be considered.

When delayed immediately outside of the yard limit board, trainmen shall be allowed yard delay time at same rate, when delay exceeds 30 minutes.

(Colored brakemen will be paid for delay time 10 per cent less than white men.)

4. Trainmen will be called not to exceed 1 hour before leaving time of their trains, as at present. The caller shall be furnished with a book, which must be signed by the men, showing the time that they are called, and the time the train is to depart. Failing to respond promptly, whether it is his turn out or not, the party at fault shall be suspended or discharged at the discretion of the master of trains.

When trainmen come in on their runs, and are not able for duty, they must so notify the master of trains or his representative. If, afterwards, on account of sickness they can not go out, they must send a written notice to the master of trains or his representative at least 2 hours before they are needed.

. All crews in yard service will consist of one conductor and at least two perienced switchmen; the division superintendent or superintendent at minal, or general yard master, to be the judge of number of additional men uired to perform the work assigned.

. Any man taken from a crew to do piloting shall receive yard conductor's pay.

hen switchmen are required to attend switches, watch crossings, or do any other tside work, they shall receive regular switchmen's pay.

5. General yard masters will notify in writing all parties interested when time not allowed as per time slip and reasons assigned for same. No regular crews all receive less than 10 hours' pay for any fraction of the day worked. Extra ews called, working 5 hours or less shall receive one-half day; over 5 hours, a ll day. Extra crews not making a full day will stand first out. Crews waiting r engine to work with shall receive their regular time, while waiting for engine.

6. All yard and transfer crews starting to work before 7 o'clock a. m. shall be lled, when living within 1 mile of yard master's office, 1 hour before time set for such crew to go to work. When switchmen are called for duty and do ot work, they shall receive 27 and 25 cents per hour for the time held, with the inimum of one-quarter of a day.

7. All yard crews doing transfer work will have caboose on rear of train, when racticable.

8. Any crew starting to work at 7 a. m. or 7 p. m., and returning after 10 hours' ork, and required to take a train to connecting line, will be allowed 30 minutes or lunch and continuous time allowed.

9. Transfer or yard crews will not be required to double, except in cases of ecessity.

10. All yard men shall be governed by strict seniority in regard to preferred uns.

Accepted for the Baltimore & Ohio Railroad Company,

F. D. UNDERWOOD,
Second Vice-President and General Manager.

Accepted for the employees,

D. F. COTTMAN,
Chairman General Committee, Brotherhood of Railroad Trainmen.

EXHIBIT 3.

THE PENSION FEATURES OF FOREIGN RAILWAYS.

[Report prepared by and under the direction of Mr. M. Riebenack, assistant comptroller of the Pennsylvania Railroad Company, and secretary of the board of officers of the pension department.][1]

At no time since the inception of the propriety of creating a pension fund, as an auxiliary feature of the existing relief fund of our company, has the great importance of this matter been lost sight of; but, on the contrary, the work has been progressing almost without interruption. With a view to ascertaining, for the information of the members of your committee, and the officers of the company, the practice prevailing generally in relation to pensioning and superannuating railway employees, all available sources bearing upon the subject have been examined and data abstracted. A policy of far-reaching and close inquiry has been pursued relative to the subjects of superannuation, pension, relief, and loan funds, either contemplated, planned, or established, in the interest of employees of railway companies. These researches have been exhaustive, and from a geographical, historical, and descriptive standpoint they exhibit a comprehensiveness in this connection which is obviously essential for the adequate discussion of a scheme of such magnitude and importance. This work of compilation has resulted in the acquisition of authentic and invaluable information concerning the funds already designated, as conducted by or proposed for more than 60 railway companies in various parts of the world. These companies are for the most part representative. Some of them are branches of a main system, but as each line mentioned possesses one or more of the funds recited, it has been given recognition in the study of the question collectively and in detail. That the scope of the work on the line of investigation may be better understood, the different railway companies above referred to are here grouped under the States to which they are accredited, as follows:

Algeria.—Western Algeria Railroad.

Austria.—Austrian State Railroad; North Emperor Ferdinand Railroad; Northwestern Austria Railroad; Southern Austria Railroad; Western Bohemia Railroad.

Australia (*British colonies*).—South Australia Railroad.

Belgium.—Belgian State Railroad; Belgian Provincial Railroad; Grand Central Belgium Railroad; Grand-Eecloo Railroad; Hasselt-Maeseyck Railroad.

Canada (*America*).—Grand Trunk Railway of Canada.

Denmark.—Danish State Railroad.

England.—Great Northern Railway; London and Northwestern Railway; London and Southwestern Railway; London, Brighton and South Coast Railway; Midland Railway.

Egypt.—Egyptian State Railroad.

Finland.—Finland State Railroad.

France.—French State Railroad; Eastern French Railroad; Southern French Railroad; Western French Railroad; Paris-Lyons-Mediterranean Railroad; Paris to Orleans Railroad.

Germany.—German Imperial Insurance Plan.

Holland.—Holland State Railroad.

Hungary.—Hungarian State Railroad.

Italy.—Adriatic State Railroad; Chianti and Florentine Hills Railway; Meridional Railroad; Mediterranean Railroad; Piedmont Railroad; Sicilian Railroad; Sardinian Railroad.

Netherlands.—Netherlands Railroad.

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[1] This report was prepared upon the basis of years of investigation and study by Mr. Riebenack, who visited Europe several times for this purpose, and is in substance as originally presented to the advisory committee of the relief fund of the Pennsylvania Railroad Company at a meeting held February 12, 1896, when that committee was preparing a pension scheme to submit to the board of directors of the company. It is printed here for the first time through the courtesy of Mr. Riebenack, who has also kindly added a section (G) on the recent organization of the pension department of the Pennsylvania Railroad.

Norway.—Norwegian State Railroad.
Portugal.—Beira-Alta Railroad; Portuguese State Railroad.
Roumania.—Roumanian State Railroad.
Russia.—Catherine Railroad; Cural Railroad; Koslov-Varonege-Restov Railroad; Morschausk-Syzran Railroad; Moscow-Brest Railroad; Moscow-Jaroslov Railroad; Orel-Vitebsk Railroad; Orel-Griasi Railroad; Polessie Railroad; Riapsk-Siazma Railroad; Syzran-Viazma Railroad; Samara-Zlatooust Railroad; Transcaucasian Railroad; Tambov-Saratov Railroad; Vistula Railroad; Warsaw-Vienna Railroad.
Sweden.—Christiana to Eidsvold Railroad.
Switzerland.—Gothard Railroad; Jura-Simplon System.
Turkey.—Oriental Railroad.
United States.—Baltimore and Ohio Railroad; Chicago, Burlington and Quincy Railroad; Pennsylvania Railroad; Philadelphia and Reading Railroad.

A. FOREIGN RAILWAY PENSION FEATURES.

The most methodical and thorough exemplification of foreign practice with respect to pensioning was found in a report (printed in the French language, which it was deemed advisable to have translated into English) of the International Railway Congress held at St. Petersburg, Russia, in August and September, 1892. At this congress were present representatives of the leading railway companies of the world. Sixty-seven questions were propounded in this congress which bore exclusively and directly upon the question of pensions, and the replies which they elicited practically constitute an omnium gatherum on the subject. In the following pages these questions will be reproduced seriatim, with a consensus of expression appearing opposite each query, thus briefly and graphically presenting the entire situation for the information of the advisory committee:

EMBERSHIP OR PARTICIPATION IN THE SUPERANNUATION FUND

QUESTION.	ANSWER.
1. What servants or employees are called upon to subscribe to the funds to receive a pension upon superannuation or retirement?	All the regular or commissioned employees. The maximum admission age is from 35 to 45 years. Incurable disease, in some instances, is specified as a cause of ineligibility.
2. Are inactive (sedentary) employees and those of the active service affiliated in the same funds or in separate funds? In the latter case, what are the differences in the workings of the funds?	All belong to the same fund.
3. Are laborers, paid weekly or by the day, admitted to participation in the funds?	Some of the roads have a pension fund for workmen, to which they all belong. Upon being advanced to the commissioned staff they may participate in the fund. Generally speaking, laborers paid daily and weekly are not admitted.
4. Is participation obligatory for all the staff possessing the requisite conditions for admission to the benefits of the pension?	Yes; membership is generally obligatory.
5. Does a discharged employee lose all rights resulting from his affiliation? May he continue to participate in the funds by paying the assessments or subscriptions provided?	He ceases to form a part of the fund. In general, unless the dismissal or resignation was occasioned for crime or discipline, he receives a part or all of his payments into the fund. In one or two companies he may continue to contribute for the benefit of his family. The Paris-Lyons-Mediterranean and Western French railroads permit a continuance in the superannuation fund in such cases.
6. Are there any other remarks respecting membership in the superannuation fund?	Generally no observations were made. In two or three instances indefinite remarks were indulged.

BENEFITS OF THE FUND.

7. Does the principal benefit of the fund consist of a life income to continue during the life of the employee who is admitted to the retired list?	It consists, in the majority of cases, in the payment of an annuity during life to the retired beneficiary, as well as to his widow and minor children at his death.
8. What are the conditions of age and service required for obtaining a pension?	*Hungarian State Railroad.* Eight years' membership, except where total incapacitation results from wounds or bodily injuries resulting from discharge of duties, in which case the right is vested before 8 years' membership. Sixty years of age is the time for regular retirement.

Belgian State Railroad.

[Fund for widows and orphans.]

1. Husbands shall have been subjected to retentions for at least 5 years, unless the victim of accident in the discharge of his duties.
2. In case of such accident, the marriage must have lasted at least 1 year.

The first condition comprehends granting of pensions to minors under 18 years.

[Retirement and relief fund for workmen.]

1. Incapacitation from infirmities after 10 years' contribution at least.
2. Incapacitation from wounds or accidents. In this case the pension is allowed regardless of length of time of contribution.

Sixty years of age, with 10 years' membership, constitutes regular retiring period.

Belgian Provincial Railroad.

1. Sixty-five years of age.
2. Regardless of age when incapacitation results from wounds or accident consequent upon discharge of duties.
3. Ten years' membership, in case of incapacitation from sickness or infirmities, regardless of age.

Danish State Railroad.

Ten years is minimum service to entitle to pension, except in case of infirmities or sickness contracted in service.

French State Railroad.

Fifty-five years of age and 25 years' service.

Paris-Lyons-Mediterranean Railroad.

Regular retirement at 55 years of age, with 25 years' service.

Paris to Orleans Railroad.

Fifty-five years of age, with 25 years' service.

Western French Railroad.

1. Fifty-five years of age, with 25 years' service.
2. Anticipated retirement, granted by the company, at 50 years of age, with 20 years' service.
3. Retirements for wounds or premature infirmities, which entitle to the number of sixtieths of the mean salary which constitutes the total of the pension, and which is equal to the years of service.

Eastern French Railroad.

1. Ordinary retirement, at 55 years of age, with 25 years' service.
2. Anticipated retirement, granted by the company, at 50 years of age, with 20 years' service.
3. Discharge retirement, granted at option of the company, to servants of any age whom grave infirmities, duly contracted, place after 20 years' service out of condition for continuance of duties.
4. Annual aid, which the council of administration can, by decisions renewable after each occasion, grant in cases of insufficiency of resources to servants of any age discharged for reasons of health, after completing more than 15 and less than 20 years' service.

Southern French Railroad.

Fifty-five years of age, with 25 years' service.

Western Algerian Railroad.

Same as Southern French Railroad.

Great Northern Railway.

Sixty years of age, except in cases of insanity, sickness, and kindred infirmities, entitles to retirement.

Meridional Railroad.

[Sedentary force.]

Fifty-five years of age and 25 years' membership.

[Active force.]

1. Fifty years of age and 20 years' membership.
2. Ten years' membership, regardless of age, in case of disability for ordinary cause, or of discharge not inflicted as punishment.
3. Five years' membership, regardless of age, in case of disability contracted in malarious districts.
4. Regardless of age or membership in case of wounds received in service.

Mediterranean Railroad.

Same as for Meridional Railroad.

Sicilian Railroad.

Sedentary force, 55 years of age and 25 years' service.
Active force, 50 years of age and 20 years' membership only.

Netherland State Railroad.

Necessary to have attained in the service of the company the age of 60 years.

Holland Railroad.

Sixty years of age and 10 years' service.

Roumanian State Railroad.

Ordinarily at 60 years of age and 25 years' membership.
After 10 years' membership alone sundry conditions of disability entitle to pension.

Finland State Railroad.

Ordinarily at 55 years of age and 30 years' membership.

Moscow-Brest Railroad.

Pensions are granted in a ratio of the length of service—from 12 to 25 years—based on mean salary of the member's years of service: 12 years, 25 per cent; 15 years, 45 per cent; 18 years, 45 per cent; 21 years, 55 per cent; 23 years, 80 per cent; 25 years, 100 per cent.

Vistula Railroad.

Ordinary pension is obtainable only after 12 years' service.
Age of member does not influence pension.
Provision for disablement, provided first payment has been made to retirement fund.

Warsaw-Vienna Railroad.

Ten years' membership must be obtained in order to be entitled to a pension. Age is not considered.

Norwegian State Railroad.

Ordinarily, at 65 years of age, every servant has right to pension.
Officer incapable of continuance at duties may obtain a pension after 5 years.

Christiana to Eidsvold Railroad.

Same as Norwegian State Railroad.

Gothard Railroad—Relief fund.

Fifty years of age and 25 years' service.

9. Upon what rules is the pension reckoned?
(a) Does the value of the amount contributed by the beneficiary to the fund figure in the rule?
(b) Do the number of years of service figure in the rule determining the pension?

This is a broad question, and may be properly answered in a general way by observing that the different roads reckon the pension upon one or the other of the bases stated in the questions; for the most part, the pension is based on the average

(c) Is the pension based upon the amount of salary the beneficiary received at the time of his being placed upon the retired list or that of the 10 years preceding date of retirement? In this case indicate the proportion allowed between the amount of the last salary and the average salary of the last 10 years and that of the pension applying.

10. Are there minimum and maximum pensions? What are they?

salary received by the beneficiary during his last 5 years of service, and this calculated in fractional proportions—as, for example, so many sixtieths of said salary equal to the years of service; again the pension is proportionate to the beneficiary's deposits in the fund; also a specific period, as 5, 10 or 25 years, of service is fixed, from which time a fractional allowance is made; this fractional proportion is as often tenths, twelfths, or fiftieths as sixtieths.

Hungary State Railroad.

Maximum, $3,000; minimum, $50.

Belgian State Railroad.

[Widow's fund.]

Maximum, $800; minimum, $35.

[Workmen's fund.]

Maximum, 50 per cent of salary, and must not exceed $500; minimum, $36.

Belgian Provincial Railroad.

Maximum, 75 per cent of average salary for last 5 years; minimum, $120.

Danish State Railroad.

[Relative minimum and maximum.]

First class, 16 per cent of average salary for last 5 years. Second class, 10 per cent of said salary for last 5 years.

The above is the relative minimum.

Maximum, 66⅔ per cent of said salary for all beneficiaries.

French State Railroad.

Minimum: There is no minimum. Maximum is based on three-fourths of average salary for last 6 years, and must not exceed $1,200.

Paris-Lyons-Mediterranean Railroad.

No minimum; maximum, $2,400.

Paris to Orleans Railroad.

No minimum; maximum, three-fourths of average salary.

Western French Railroad.

Minimum for employees, $100; for widows, $50.

Maximum should not exceed $3,000.

Facts show that the average sum of 37 pensions liquidated out of 802, in 1887–88–89, was ¼ of average salary, or $78.80.

Eastern French Railroad.

[Regular pension.]

Maximum, forty-sixtieths of average salary of last 6 years and $1,200.

Minimum: Married, $120; unmarried, $100.

[Anticipated pension.]

Maximum, $1,160.

Minimum: It is relative, and is twenty-five sixtieths of salary of last 6 years.

[Half-pay pension.]

Maximum, twenty-four sixtieths and $960.

Minimum, relative, or eighteen sixtieths.

[Half-pay annual relief.]

Maximum, relative, or seventeen sixtieths.

Minimum, relative, or thirteen sixtieths.

Southern French Railroad.

Maximum, forty sixtieths of salary and $1,600.

Minimum, not fixed.

Western Algeria Railroad.

Maximum, $1,200.
Minimum, undetermined.

Great Northern Railway.

Maximum, $2,500.
Minimum, undetermined.

Meridional Railroad.

Maximum: Absolute, $1,800; and relative, equal to nine-tenths of last salary.
Minimum: Absolute, $60.

Mediterranean Railroad.

Same as Meridional Railroad.

Sicilian Railroad.

Same as Meridional Railroad.

Sardinian Railroad.

Maximum, not fixed.
Minimum, not fixed.

Netherland State Railroad.

Maximum: Can not exceed half of average salary, or salary of last 5 years of membership.
Minimum, not specified.

Halland State Railroad.

Maximum, two-thirds of average salary.
Minimum, not specified.

Portugal State Railroad.

Maximum, $666, and can in no case exceed three-fourths of average salary of beneficiary at time of his retirement.
Minimum, undetermined.

Roumanian State Railroad.

Maximum, based on the average salary of the last year of service.
Minimum, not specified; undetermined.

Finland State Railroad.

Maximum: Officers, $440; widow and minor children, $160.
Minimum: Officers, $30; widows and minors, $16.

Moscow-Brest Railroad.

Maximum, 100 per cent of average salary after 25 years' service, and not to exceed $1,600.
Minimum, 25 per cent of average salary, granted after 12 years' service.

Vistula Railroad.

Maximum: Equals entire salary received by beneficiary in the service, always limited to $2,400.
Minimum: Equals one-fourth of salary.

Warsaw-Vienna Railroad.

Maximum, $2,400.
Minimum, none.

Christiania to Eidswold Railroad.

Neither maximum nor minimum.

Gothard Railroad.

Maximum, 60 per cent of $720.
Minimum, 30 per cent of last annual salary.

11. Is the employee admitted to the benefits of the fund before reaching the age or the period required by the rule?
(*a*) In case of voluntary resignation?
(*b*) In case of dismissal?
(*c*) In case of sickness or disability contracted in the service?
(*d*) In case of sickness or disability contracted out of the line of duty?

12. How in the four above hypothetical instances are the benefits determined? If the rule consists in the abandonment of an amount by the beneficiary, how is the amount calculated?

Oriental Railroad.

Neither maximum nor minimum.
Consensus of expression is in the negative

No. Sometimes is reimbursed on account deposits in the fund.
No.
Not directly; but is generally allowed after definite period of service, say 10 years.
It is not customary, and is never allowed for very exceptional cases.

Hungarian State Railroad.

Incapacitation occasioned by wounds or bodily injuries received in service, before 8 years' participation in fund, entitles to a pension equal 35 per cent of the last salary; if this share does not reach $50 the pension is increased to that amount.

Belgian State Railroad.

In first two cases the workman loses his rights hence there is no rule. A pension is allowed whether sickness has been contracted in course of service.

Belgian Provincial Railroad.

One-forty-fifth of average salary for last 5 years multiplied by number of years in the fund.

Danish State Railroad.

In case of infirmity or sickness contracted in service before the ordinary minimum of 10 years, beneficiary obtains the pension granted after 10 years' service.
Employee who hands in his resignation, or is dismissed because of advanced age, infirmities or sickness contracted outside of service or under particular circumstances (such as change of position outside of branches, or suppression of post), before 10 years' but after 5 years' service, has a right to the restitution of the entire deposits in the fund.

Paris-Lyons-Mediterranean Railroad.

(*a*, *b*, and *d*) The retentions made in view of retirement are reimbursed in capital, without interest, when there is no pension.
(*c*) The pension is calculated on the same basis as the regular retirement; that is, at the rate of 2 per cent of average salary for each of the years in service, counting for the retirement, and which have been subject to retentions.

Paris to Orleans Railroad.

Victims of accidents, when the same occasion complete disability to work, receive a pension that can not be less than $80.

Western French Railroad.

In cases (*a*) and (*b*) the return of the little superannuation book is the only regulation for the reckoning. In cases (*c*) and (*d*) the pension includes a number of sixtieths equal to the years of service.

Eastern French Railroad.

In the four hypothetical cases the acquired rights are liquidated by reimbursements of average sum of retentions made on agent's salary and deposited in fund, said retentions being increased by accumulated annual interest at the rate guaranteed by saving fund of Paris to its depositors.
Independently of said reimbursement, which is a right, infirmities or sickness contracted in service are recognized by a voluntary company allowance from the anticipated pension, half pay, and annual relief, or at least a sum, once given, which is great or small according to circumstances.

Western Algeria Railroad.

The pension is composed of a certain number of fiftieths of average salary of the last 6 years equal to the number of years of service, without exceeding thirty-three fiftieths.

Meridional Railroad.

A pension allowance based on years of service, usually 10 and 25 years.

Retentions are refunded when less than 5 or 10 years' service, and for climatic sickness. It is same for most of the Italian companies.

Portugal State Railroad.

Voluntary resignation: Beneficiary has the right to reimbursement to the extent of two-thirds of sums he deposited in fund.

In case of dismissal he can draw all of said deposits.

In case of infirmity or sickness contracted in service or out, employee is allowed to make his right good.

Roumanian State Railroad.

Dismissal or resignation: Employees lose all rights.

Infirmities or sickness contracted outside of service: If he has served 10 years, he only has the right of restitution of the retentions he has deposited, without interest.

If he has served less than 10 years, he receives a pension in a particular manner.

Moscow-Brest Railroad.

Beneficiaries with less than 6 years' service who are compelled by sickness to leave the service receive a temporary subsidy which can not exceed the annual salary at the time of retirement.

Warsaw-Vienna Railroad.

Voluntary resignation: Infirmities contracted outside of service, two-thirds of his deposits are returned to him.

Infirmity or sickness contracted in service: Receives pension equivalent to six-tenths of his salary when he has not served 20 years; after 20 years, pension is fixed according to general rules.

The foregoing remarks embody the prevailing practices with Continental roads as applicable to this question.

13. Have the heirs of a beneficiary, deceased before the right to a pension has accrued, any rights to the payments made by the beneficiary? May this right take the shape of a pension for a term of years or that of a sum of money to be paid?

While there is a difference in the practices of the different companies in this relation, it can be safely premised that, in nine cases out of ten, the widow and minor children receive the beneficiary's rights, in varying proportions.

The heirs participate in some cases, and in others the mother and father profit by reversion.

The children must be minors, the period of minority having for a maximum, with the various companies, the years from 13 to 18, the interest of such minors terminating upon their reaching the maximum age, upon marriage, or at death.

The widow must have been married for a definite number of years before the beneficiary's death; she must not marry him after his retirement, and marriage when he has reached advanced years also precludes her rights.

These rights involve pension and indemnity, and restitution of deposits, respectively, according to circumstances.

14. How is the pension or this sum of money calculated in the following hypothetical cases:
(a) If deceased was married with children.
(b) If deceased was married without children.
(c) If deceased was a widower with children.
(d) If deceased was a widower without children, or a bachelor.

An abstract of answers of two or three representative European companies to this question, given below, reflect the general status:

Belgian State Railroad.

[Pension and relief fund.]

Widow's pension is calculated according to the first 15 years of contribution at the rate of 20 per cent, either of average salary for the last 3 years (if death was caused by sickness), or the last

15. (*a*) In case of the death of a beneficiary after being placed on the retired list is the pension acquired by him revertible to his widow and children, and in what proportion?

(*b*) Does the right of the widow exist without regard to the date of the marriage with the deceased?

(*c*) Does the right of the widow continue in case of new marriage?

(*d*) Does the right of the children exist in the case of children of the widow of a beneficiary the issue of a previous marriage?

16. Are the pensions afforded by the funds nontransferable and nonliable to seizure? What legal precautions will be necessary to render them nonliable to seizure?

salary (if death was result of wounds [illegible] during service); 1 per cent is added for [illegible] of participation above 15 years.

Less than 15 years: Pension is established according to the duration of the admissible contribution, in proportion to the indivisible [illegible] years, in adding 10 per cent of the last salary without, however, exceeding 20 per cent of the principal.

In case of wounds received during service or in case of accidents, the sum is increased 10 per cent.

Regulated as above, the widow's pension is increased 2 per cent of the salary taken as a basis for each child under 13, or if infirm, or for father and mother, without this increase exceeding the sum total of 10 per cent.

For an orphan, three-fifths of the pension the mother drew, or which she would have been entitled to draw.

For 2 orphans, the total of this pension.

For each orphan beyond 3, this pension increases to 2 per cent of the average salary of the last 3 years, or of the last salary, according to circumstances, without exceeding 10 per cent.

Pension of father and mother is regulated on same basis.

If deceased beneficiary was a widower without children, or single, there is nothing more to be done. All the sum remains in the fund.

Minimum of widow's pension is in every case fixed at $24 a year, and the maximum is 50 per cent of the salary which serves as a basis for the liquidation, if there are no children; 43 per cent of the same salary when there are 5 children or more, and in either case an annual sum of $2[illegible]

French State Railroad.

The sum of the deposits is entirely reimbursed to the widow and children.

Southern French Railroad.

In every case the widow who fulfills the [illegible] conditions exacted has a right to half of the reimbursement made by the husband if the latter has deposited for 15 years. If he deposited for more than 15 years she receives a pension equal to twenty-nine one hundred and twentieths of the average salary during the last 6 years' service if these last years of deposit did not exceed twenty-nine one hundred and twentieths.

Meridional Railroad.

To the widow with minor children, three-fourths of the pension of the agent; without minor children, three-fifths; to the minor orphans, one-half if there are 2 or more, one-fourth if only 1.

Warsaw-Vienna Railroad.

In first hypothesis: Widow receives half of the sums deposited by the deceased; the other half goes to the minor children.

Second hypothesis: Total of sums deposited revert to the widow.

Third hypothesis: All the deposits of the deceased are given to his minor children.

Fourth hypothesis: The nearest relations can claim half of the sums deposited on the proof that they are in absolute need of it.

Generally, yes.

The marriage, generally speaking, must have taken place from 2 to 5 years previous to the liquidation of the deceased beneficiary's pension.

With the French companies, yes. With most of the other companies, no.

No.

Generally, they are nontransferable and nonliable to seizure. In exceptional cases where transfer and seizure are admitted, it can not exceed a specific amount, the universal tendency

. Is the beneficiary who may be entitled to a sion authorized to commute it into a sum of ey for immediate use or as a capital fund of ch he may have the income during his life, at his death revert to his heirs?

. In the affirmative, upon what basis would transference of the life pension into a capital or into an income with capital reserved be ulated?

. In the negative, what is the principal reason declining to transform the life income at the ire of the beneficiary?

being among all companies to protect the annuity in favor of the beneficiary.

Statutory provisions, royal decrees, and other regulations serve to offer ample protection.

Generally, commutation is not authorized.

This question is, for all practical purposes, disposed of by the answer to the next preceding question.

The answer of one representative company will amply set forth the general sentiment in this relation:

Paris-Lyons-Mediterranean Railroad.

The majority of the staff having no other resource than the pension, and this reducing by one-half their salaries, giving them no more than the bare necessaries, they are allowed the most comfortable conditions by which it is necessary to live till the time of their retirement. It is to insure this independence, and to give them every security possible, that the company has repelled the commutation of the life annuity.

20. May the beneficiary at his entry into service, or at any time before his retirement, make declaration of his intention to apply his deposits to the constitution of a life income with the capital alienated or to an income with the capital reserved? In case of this declaration once made, is it fixed, or may it be modified by the beneficiary?

Generally, no. The question of commutation governs this point, save in one or two instances.

21. May the beneficiary at any time have the option of requiring at his retirement a capital sum the equivalent of the life pension?

Generally, no. This feature is largely controlled by the question of commutation, already discussed.

22. Other than the pension defined in question No. 9 or its equivalent in No. 17, may the fund enter into any other engagement with its beneficiaries?

Generally, no

23. Would it sensibly affect the case if a part of the payments and subsidies were devoted to the funding of a capital of savings whose accumulation would permit, in addition to the pension, the creation of a flowing capital to be returned to the beneficiaries?

No.

24. If affirmatively, how should this saving be accomplished? Under what conditions and at what period should it be returned to the beneficiaries?

This question is answered only by the Western French Railroad, which states that the savings should be in conformity with the laws and regulations of the State superannuation fund. It is practically answered in the preceding questions.

25. Are there any other remarks to make concerning the liability of the funds to the beneficiaries?

Generally, none.

RESOURCES OF THE FUND.

26. (*a*) Is the fund provided by retentions made from the salary and pay of the beneficiaries?

(*b*) Does it receive besides a contribution on the part of the company or the management (these retentions and contributions being placed at interest)?

(*c*) Has it other resources, gifts, fines, etc.? What are they?

Hungarian State Railroad.

Fund is provided:

1. By retentions on salaries.
2. By fines imposed on participants.
3. By monthly contributions made by the Government, which are equal to the sum of retentions made on employees.
4. By legacies and donations which are given by everybody.
5. By returns resulting from pension-fund investments.

State of Belgium Railroad.

[Fund for widows and orphans.]

Fund is provided for by retentions on officers and employees regularly named and salaried by the public treasury.

The fund can not be supplied by the public treasury.

[Pension and relief fund for workmen.]

1. Retentions on salaries.
2. Fixed annual subsidy from administration.
3. Entire salary of workmen on leave of absence, for 1 month at least.
4. Half the salary of workmen absent on account of sickness, etc., for 1 month at most.

5. For sake of discipline and punishment, 1 month's salary at most.
6. Donations, legacies, gifts, and divers proceeds, which are small.

Belgian Provincial Railroad.

Following provisions:
1. Annual 4 per cent retentions on salaries of participants, whether unmarried, divorced or widowers, without children.
2. Annual 5 per cent retention on salaries of married participants, widowers, or those divorced having one or more children.
3. A previous deduction on all increase of salary during the first two months.
4. Gifts and subsidies of the company.
5. Retentions and fines imposed for disciplinary chastisement.
6. Of interests produced by the capitals of the fund, and, the case occurring, of premiums which are the result of certain investments.
7. From the increase of one-half per cent on the retention, when the husband is from 10 to 15 years older than the wife, of 1 per cent if the difference is more than 15 years, and of 1½ per cent if over 20. The retention is increased one-half per cent for each 5 years above 20.
8. The annual supplementary retention of 1 per cent on the salaries of married agents is retained during the lapse of time equal to that of their participation as bachelors, widowers, or divorced without children.

Danish State Railroad.

Following provisions:
1. Retentions on salaries.
2. Administration's contribution.
3. Interests and profits on fund securities.

French State Railroad.

Following provisions:
1. Fixed 5 per cent monthly retention on fixed salaries, and by a retention of the first twelfth of same salary at time of first appointment, or in case of reinstatement, and on the first twelfth of all ulterior increases.
2. Administration subsidy equal to a 5 per cent retention on salaries.
3. By proceeds of fund investments.
4. By gifts of different kinds, or the supplementary subsidies furnished by the administration.
5. By the balance of fines imposed upon the commissioned staff and not distributed for relief by December 31.

Paris-Lyons-Mediterranean Railroad.

Following provisions:
1. Monthly 4 per cent retention on salaries (in 1889, $542,041.13).
2. Monthly administration subsidy of 6 per cent on these salaries (in 1889, $722,681.47).
3. Proceeds of investments of fund accruing from the retentions and subsidies (in 1889, $792,990.22).

Western French Railroad.

Following provisions:
1. Company endowments, 5 per cent on salaries, and a sum equal to the first twelfth of all increase on same.
2. Proceeds of fund investments.
3. Voluntary gifts, and fines imposed on staff.

Eastern French Railroad.

Following provisions:
1. By an obligatory monthly retention of 3 per cent on fixed salaries.
2. By monthly allowance of company equal to 8 per cent of amount of salaries subject to retentions.
3. By gifts and legacies made to the fund.
4. By proceeds of investments made of the fund's disposable sums.

Southern French Railroad.

Following provisions:
1. Three per cent on salaries.
2. No contribution by company.
3. No resources besides retentions.

Western Algeria Railroad.

(*a*) Yes; 3 per cent of the salaries.
(*b*) Company's deposit equals retentions on salaries.
(*c*) Gifts and legacies made to the fund.

Great Northern Railway.

1. Retentions on salaries of $400 and less: $400 and above, 2½ per cent; under $400, 1 per cent.
2. Company's deposit equals retentions.
3. Interest on disposable fund moneys.

Meridional Railroad.

Following provisions:
(*a*) Yes.
(*b*) Yes.
(*c*) Proceeds of entrance tickets to stations, as well as gifts and legacies.

Mediterranean Railroad.

Same provisions as Meridional Railroad.

Sicily Railroad.

Following provisions:
1. Proceeds of ordinary, 3 per cent, and extraordinary, 1½ per cent, retentions.
2. Monthly contribution by administration, established on basis of retentions.
3. Gifts and legacies.
4. Proceeds from fund investments.
5. Proceeds from sale of tickets in stations.
6. All other proceeds which could effect it by virtue of the approval by the Government.

Sardinian State Railroad.

Following provisions:
1. Five per cent retention on salaries.
2. Equal contribution by company.
3. Interest on fund investments.
4. Half of receipts of tickets in stations.
5. Gifts and legacies.

Holland State Railroad.

(*a*) Yes.
(*b*) (*c*) Yes. The board of administration disposes of the excess in the relief fund. Generally this excess is deposited in the pension fund.

Portuguese State Railroad.

(*a*) Yes.
(*b*) Yes.
(*c*) Yes. All the capital of the fund is placed at interest.

Roumanian State Railroad.

(*a*) Yes.
(*b*) Yes.
(*c*) Yes; by fines, legacies, and donations.

Finland State Railroad.

(*a*) Yes.
(*b*) The State guarantees a certain contribution to the fund for ten years.
(*c*) Yes; the interest on the funds loaned, proceeds of fines, etc.

Moscow-Brest Railroad.

1. Retentions made on salaries of beneficiaries.
2. Annual contributions by the company.
3. Proceeds of fines.
4. Interest on fund moneys.
5. Moneys received from sales of unclaimed

27. (*a*) Is the amount retained proportional to the pay or salaries of the beneficiaries? What is the proportion?
(*b*) Does the age of the beneficiary figure in fixing the amount of the retention?
(*c*) Do married and single pay the same assessment? In the negative, what is the difference?
(*d*) Does a beneficiary whose salary or pay is increased return to the fund a part of such increase? What is the amount of such quota?
28. (*a*) Is the intervention of the company or the administration (traduite) conferred by a grant of capital once given?

(*b*) Otherwise, does the company return to the fund a sum proportional to that which is retained from the pay? What is this proportion?

29. What per cent of the amount of salaries do the united payments by the company and the beneficiaries amount to?

freight and articles found (expenses of company being deducted).
6. Amount of pensions and unclaimed after ten years.
7. Gifts.

Vistula Railroad.

1. Retentions on salaries.
2. Annual deposits by the company.
3. Amounts received, account of unclaimed merchandise.
4. By a remuneration offered to the company by the municipality of the city of Warsaw for control of the receipts of custom-house tax.
5. By deposits of retentions on salaries belonging to unoccupied positions.

Warsaw-Vienna Railroad.

1. Retentions on salaries.
2. Company contributes $80,000 annually.
3. Proceeds of fines and unclaimed or lost articles.

Norwegian State Railroad.

1. Contributions of beneficiaries.
2. State contributions.

Christiania-Eidswold Railroad.

1. Contributions of beneficiaries.
2. Company contributions.

Gothard Railroad.

1. Annual assessments on members.
2. Initiation fee charged new members.
3. Ulterior deposits at the time of increase of salaries.
4. Fines imposed on members.
5. Unclaimed articles.
6. Current interest of a contribution held by company, which brings 6 per cent of the sum allowed.

Oriental Railroad.

[Subsidy fund.]

(*a*) No.
(*b*) Company deposits 75 per cent of the 4 per cent retentions on salaries of participants in the accident fund.

Generally, the retention is a fixed, uniform percentage rate; it is also based on a maximum and minimum salary standard.

Generally, no.

Generally, yes.

For the most part, yes.

Company or administration intervention is generally conferred by a fixed monthly or annual deposit. There are possibly two or three cases where capital once given represents said intervention.

For the most part the amount deposited by the company or administration is in excess of the percentage of retentions on salaries of beneficiaries; again, it is equal, and said deposit also is of amount sufficient to make the united deposits of company and beneficiaries reach a fixed total.

State of Belgium Railroad.

[Pension and relief fund for workmen.]

From 1880 to 1884 these united deposits varied from 4.99 to 5.07 per cent of the salaries paid, of which 3.71 to 3.75 per cent was provided by the ordinary retention.

Belgian Provincial Railroad.

10.08 per cent.

Danish State Railroad.

First class, about 10 per cent; second class, about 7½ per cent.

Paris-Lyons-Mediterranean Railroad

Ten per cent. (In 1889, $1,268,722.)

Paris to Orleans Railroad.

Ten per cent.

Western French Railroad.

9.4 per cent.

Eastern French Railroad.

Eleven per cent—8 per cent by the company and 3 per cent by the beneficiaries.

Southern French Railroad.

11.70 per cent.

Western Algeria Railroad.

Ten per cent.

Great Northern Railway.

Contribution of beneficiary added to that of company forms a total of 5 per cent for the first class and 2 per cent for the second class.

Meridional Railroad.

10.50 per cent.

Mediterranean Railroad.

10.50 per cent.

Sicilian Railroad.

9.50 per cent.

Sardinian Railroad.

Ten per cent.

Holland State Railroad.

5.24 per cent.

Portuguese State Railroad.

Five per cent, without including deposits made for right of membership.

Vistula Railroad.

Minimum percentage is 4 per cent and the maximum 6 per cent. The average per cent has not been given.

Warsaw-Vienna Railroad.

About 14 per cent.

Norwegian State Railroad.

Five per cent.

Christiania-Eidsvold Railroad.

Five per cent.

Gothard Railroad.

Nine per cent.

Oriental Railroad.

[Subsidy fund.]

Ten per cent.

30. In addition to the uniform retention from the pay of the beneficiaries, are they authorized to make additional payments with a view of obtaining from the fund special advantages in the shape of increased pensions, saved-up capital, or other?

With the majority of companies no such authority or privilege exists. The Danish State Railroad allows a member of the second class to pay the assessments of the members of the first class and thereby secure the pension of the latter class. In the Paris to Orleans Railroad fund, the members have the right to increase their own resources made by the deposits, whether in the pension or saving fund.

In the pension and relief fund of the Belgian State Railroad employees whose impaired health obliges them to accept a lower position and salary or causes their temporary removal, may make voluntary payments that will suffice to retain their original membership rights in the fund. The Western French Railroad fund permits of additional deposits in the superannuation fund, with a view to increasing the beneficiary's income from his reserved capital. These are the only exceptions to the rule of nonauthorization.

31. Are there any other observations to make respecting the resources of the fund?

Generally, no. One or two companies indulge in generalities, their remarks lacking material relevancy.

ORGANIZATION AND WORKING OF THE FUND.

32. Is the pension fund worked exclusively by the management of the company, or are the beneficiaries included in the working?

This management of the fund differs with the various continental companies. The beneficiaries are admitted in some cases, but usually form a minority. They are elected for a term of [illegible] years. The government or the company, however, manages the fund exclusively on some of the large roads, and for the most part dictates the membership to be chosen from among the beneficiaries.

33. If this intervention of the beneficiaries is by means of a delegation, what is the method of the formation of the delegation? Do the delegates participate in fixing the conditions of membership; in fixing the quota of contribution; in determining the amounts and dates of the pension; in regulating the accounts with the beneficiaries whose position is prematurely fixed by reason of dismissal, resignation, or by other reasons; in employing the disposable funds?

The remarks upon the next preceding question are applicable to this one. The general manager of the companies (called director) figures prominently in the committees. It is not uncommon to appoint members from the board of directors. The secretary and treasurer, respectively, by occasional appointment. The committee disposes of all the matters designated in this question. Where the company or administration assumes entire management, they perform the same services as are performed by mixed committees.

34. (*a*) How are the disposable funds placed?

In State, municipal, and district or local bonds, company securities, in mortgages, and on call loans to other institutions.

(*b*) Does the company or management accept the responsibility of the said funds or does it guarantee a fixed interest?

Generally, yes; but it does not guarantee the payment of any fixed rate of interest.

(*c*) In the affimative, what is the interest?

Answer to (*b*) applies here.

(*d*) On the contrary, what are the investments of the funds authorized or obtained?

Answer to (*a*) comprehends this question.

(*e*) Has the company or management recourse to an official fund or to a private insurance company to which is transferred a whole or a part of the liabilities of the fund?

Generally, no.

35. (*a*) Is an account of the fund stated annually or periodically?

Yes. These accounts are for the most part prepared annually. In some cases both monthly and annual reports are made out. In two instances a report is submitted every 5 years.

(*b*) Is this statement of account a simple one, giving the amount in hand and showing:

1. Amounts received by the fund;
2. Amounts paid out by the fund;
3. The balance to credit?

Generally, yes.

(*c*) Or is a balance sheet made out periodically, as in the case of insurance companies, in which appears, besides these amounts:

1. Assets.—The value of the payments and contributions to be received from the beneficiaries;
2. Liabilities.—The amount of engagements of funds with respect to the beneficiaries?

A few of the roads prepare reports embracing the information called for in this question.

36. In the last hypothesis, upon what rules are these valuations made?

For illustrative purposes, the practice of one of two companies in this connection will be cited, viz:

Paris-Orleans Railroad.

The result of the individual account of each agent is annually communicated to him. As to the supplementary incomes to be granted by the company, the capital kept in reserve for this purpose is invested in treasury bonds. Every year an inventory is taken of the company's engagements, according to the age of the surviving pensioners, in applying the mortality table and the tariffs recently published by the national pension fund. The sum of the reserve capital is in conformity with the results of this inventory.

Meridional (Adriatic) Railroad.

The technical balance sheets are made out on the rational basis which characterizes this kind of work. The assets are the accumulated capi

. (a) Are these accounts submitted for any roval whatever on the part of the beneficiaries heir delegates?
) Are they published?

). Does the company or the management act the guaranty toward the beneficiaries of all engagements made by virtue of the regulas in return for the amounts contributed or ained?

). If this absolute guaranty is not stipulated, at has been provided in case the resources of fund will not permit the continuation of the rment of the pensions acquired? How and in at proportion may these be reduced?

40. (a) How many years has the fund been work-g?
(b) What is the actual number of beneficiaries?
(c) Does the number go on increasing?
(d) Is it capable of further increase by offer of embership to other classes of employees?
(e) What is the number of pensions?
(f) Does this number continually increase?
(g) Is it likely to increase still more from the fact at the beneficiaries still to come to an age for ension will be likely to be greater than that of robable deaths?

tal, the current value of the probable assessments, and the fines imposed and received from beneficiaries. The liabilities are the actual amount of the life annuities (the probable revertible ones included), as well as the actual amount of the probable engagements falling due to different beneficiaries.

This question was not generally responded to by the companies represented at the international congress.

Generally, yes. They are submitted for ministerial, administrative, or committee approval, respectively, according to circumstances.

Generally, yes; and are distributed among the beneficiaries. Such published accounts, however, usually comprehend a report on the simple operations and state of the fund.

With the French companies the guaranty is, for the most part, fixed and absolute. With the other companies there is, in some cases, an implied guaranty, although it is not stipulated in writing, while in other instances the matter is left for administrative or committee action.

Where the fund resources are inadequate for the liquidation of regularly acquired or received pensions, or will not meet the legitimate operating expenses, one or more, as the case may be, of the following practices obtains with continental companies, viz:

1. By governmental advance without interest.
2. A reduction of existing pensions.
3. Increase of retentions on salaries.
4. Complementary contribution by the company.

Additional company contribution prevails generally. With the French companies, company assistance is generally guaranteed. Reduction of live pensions is not generally countenanced. Increase of retentions is not infrequently advocated.

When by any of the above plans an equilibrium is established between the receipts and expenses, all measures looking to relief are withdrawn and cease.

Hungarian State Railroad.

Pension fund has existed since 1870.
Total number of participating members in 1889 was 8,585.
Number of beneficiaries goes on increasing.

Belgian State Railroad.

[Fund for widows and orphans.]

This fund was created January 1, 1845. Number of beneficiaries in active service in 1889 was 14,755, of whom 2,174 contributed at rate of 3½ per cent, and 12,581 at rate of 3 per cent.
Up to December 31, 1889, the fund granted 1,927 pensions to widows and 208 pensions to orphans.
The number of pensions has not increased.

[Pension and relief fund for workmen.]

A fund was instituted October 1, 1838, with relief for its object. In 1845 this institution was changed to a pension and relief fund. On January 1, 1860, the organization was superseded by the present one.
Number of beneficiaries 33,604. It is susceptible of further increase.
Number of pensions up to December 31, 1889, reached 2,321.

Belgian Provincial Railroad.

In operation since January 1, 1889.
One hundred and thirty beneficiaries.
Number goes on increasing.
No pensioners up to time of the international congress in 1892.

Danish State Railroad.

Fund has been working since 1859.
Number of beneficiaries, about 1,650
Pensioned employees, 90.
Pensioned widows, 150.
Children receiving subsidies, 160.

French State Railroad.

In operation since 1883.
Number of beneficiaries, 5,778; continuously increasing.
Pensioners, 43; increasing.

Paris-Lyons-Mediterranean Railroad.

In operation since 1856.
Number of beneficiaries, 39,669; capable of increase.
Pensioners, 8,014; goes on increasing. The progression is rapid enough and does not appear to stop, the deaths of the pensioners not outweighing the new pensioners.

Paris-Orleans Railroad.

Pension features since 1882.
Beneficiaries, 17,646.
Pensions, 1,679; susceptible of increase. Number of pensions for liquidation each year will be for several years, greater than the probable deaths.

Western French Railroad.

Since July 1, 1869.
Beneficiaries, 24,102; increasing.
Pensioners, 3,826;[1] increasing.

Eastern French Railroad.

Began October 1, 1879.
Beneficiaries, 18,863; increasing.
Pensioners, 5,163; increasing.

Southern French Railroad.

About 29 years old in 1892.
Beneficiaries, 14,672; probable increase.
Pensioners, 2,255; probable increase.

Western Algeria Railroad.

Fund has been in operation about 12 years.
Beneficiaries, 213; increasing.
No pensioners up to time of the International Congress.

Great Northern Railway.

Been in operation since 1875.
Beneficiaries, 4,143; will increase.
Pensioners, 96; will increase.

Meridional Railroad.

Pension fund for the Mediterranean railroad as well as those of the Adriatic and Sicily, has been in operation since January 1, 1890. It was built by a consolidation of the following funds:
Upper Italy, created January 1, 1862.
Meridional, created January 1, 1869.
Roman, created January 1, 1871.
Calaboro, Sicily, created January 1, 1880.
Beneficiaries in 1890, 14,000; will increase.
Pensioners in 1890, 2,400, of which 47 per cent were agents, 28 per cent widows without minor children, 21 per cent widows with minor children and 4 per cent orphans and families. This number will increase.

Mediterranean Railroad.

Formation same as for Meridional.
Beneficiaries in 1890, 28,000; will increase.
Pensions to January 1, 1890, 3,260. The classified percentage of this number of pensioners is the same as with the Meridional. It will increase.

Sicilian Railroad.

Formed January 1, 1880.
Beneficiaries in 1888, 878; increasing.
Pensioners in 1890, 23; increasing.

[1] In this connection, see accompanying authoritative statement (translated), section B, see pp. [illegible] et seq., showing the operations of the Western Railroad Company of France for the year 1894.

Sardinian Railroad.

Since January 1, 1882.
Beneficiaries, 184; increasing.

Netherland State Railroad.

In operation since September 1, 1873

Holland Railroad.

Since January 1, 1845.
Beneficiaries, 934; increasing.
Pensioners, 89; increasing.

Portuguese Railroad.

Since about 1877.
Beneficiaries, 1,933; likely to increase.
Pensioners, 106; increasing.

Roumanian State Railroad.

In operation since July 1, 1888.
Beneficiaries, 1,966; will increase.
Pensioners, 7—4 widows and 3 employees; will increase.

Finland State Railroad.

Since July 1, 1882.
Beneficiaries, 1,920; will increase.
Pensions granted to widows and children of deceased beneficiaries, 123. No beneficiaries pensioned up to 1890, because a membership of fifteen years entitles to pension, whereas the fund had been in operation only eight years.

Moscow-Brest Railroad.

In operation since about 1870.
Beneficiaries, 2,400; increase is possible
Pensioners, 273; increasing.

Vistula Railroad.

In operation since July, 1887.
Beneficiaries, 2,800 to 3,000.
Pensioners, 117; can not increase.

Warsaw-Vienna Railroad.

In operation since January 1, 1858.
Beneficiaries, 3,621. This number has been stationary for some time.
Pensioners: Employees, 340, and widows, 400; will increase.

Norwegian State Railroad.

In operation since July 1, 1890.
Four older and smaller funds constituted the fund.
Beneficiaries, 2,000; will increase.
Pensioners, 23; will increase.

Christiania-Eidsvold Railroad.

In operation since 1868.
Beneficiaries, 448; likely to increase.
Pensioners, 26; increasing.

Gothard Railroad.

In operation since January 1, 1879.
Beneficiaries, 960; increasing.
Pensioners, 60; increasing.

41. (*a*) Since the organization have change been made in the working of the fund?
(*b*) Has the rate of assessment been changed?
(*c*) The rate of the contribution on the part of the company?
(*d*) The age and conditions of the period of retirement?
(*e*) The rate of the pensions?
(*f*) The rate of interest guaranteed upon the properties of the fund?
(*g*) What are these modifications?

Generally; yes.

Yes.
Yes.

In some instances.

In some cases.
Yes.

42. Are there any other observations to make upon the organization and workings of the fund?

These are generally presented, but have all been incorporated in the general replies contained in the report. Such data are of an historical character, and are not material in this relation.
No.

INFORMATION USEFUL FOR THE FORMATION OF A TABLE OF THE MORTALITY ... CIALLY PERTAINING TO THE CALLING OF RAILWAY SERVICE AND FORMING ... ESSENTIAL BASIS OF PENSION FUNDS.

43. What is the total number of officials, agents, employees, and laborers employed on the various staffs?

Belgian State Railroad.

Forty-nine thousand and thirteen.
Officers and employees, 15,409.
Workmen, 33,604.

Belgian Provincial Railroad.

Two hundred and fifteen.

French State Railroad.

Ten thousand four hundred and forty.
Sedentary, 928.
Active, 9,512.

Paris-Lyons-Mediterranean Railroad.

About 59,000.

Paris-Orleans Railroad.

Thirty-one thousand three hundred and thirty-three.

Western French Railroad.

Forty-one thousand six hundred, of which 3,[illegible] are women.

Eastern French Railroad.

Thirty thousand eight hundred and forty-two. Of this number there are 11,979 agents in the ... ministration who do not participate in the pension fund.

Southern French Railroad.

Seventeen thousand and sixty-seven.

Great Northern Railway.

Twenty-three thousand.

Meridional Railroad.

Forty thousand five hundred.

Mediterranean Railroad.

Forty-eight thousand.

Sicilian Railroad.

Four thousand.

Holland Railroad.

Five thousand one hundred and ten.

Finland State Railroad.

Two thousand two hundred and fifty.

Moscow-Brest Railroad.

Eight thousand.

Warsaw-Vienna Railroad.

Five thousand six hundred.

Norwegian State Railroad.

Two thousand one hundred.

Christiania-Eidsvold Railroad.

Four hundred and eighty.

Gothard Railroad.

Two thousand and seventeen.

44. What is the number of these employees and servants admitted to the benefits of membership in the pension fund?

45. What is the total number of these employees belonging to the inactive (sedentary) service who are beneficiaries (such as officials, employees, clerks, storekeepers, etc.)?

Oriental Railroad.

One thousand six hundred and seventy-one.

This query is answered in the reply to question No. 40 of this presentation.

Belgian State Railroad.

Nine thousand and sixty-nine.

French State Railroad.

Eight hundred and three.

Paris-Orleans Railroad.

Two thousand seven hundred and nineteen.

Eastern French Railroad.

Two thousand two hundred and thirty-five.

Southern French Railroad.

Thirteen thousand and twenty-nine.

Great Northern Railway.

First class, 1,984.
Second class, 2,164.

Meridional Railroad.

Four thousand six hundred.

Mediterranean Railroad.

Seven thousand seven hundred.

Holland Railroad.

Four hundred and seventy-nine.

Warsaw-Vienna Railroad.

One thousand and eighty-five.

Norwegian State Railroad.

Three hundred and thirty.

Christiania-Eidsvold Railroad.

One hundred and thirty.

Gothard Railroad.

Eighty-two.

46. What is the total number of those belonging to the active service who are beneficiaries, such as enginemen, firemen, brakemen, train hands, guards, and other servants whose professional risk may be considered as special?

French State Railroad.

Four thousand nine hundred and seventy-five.

Paris-Orleans Railroad.

Fifteen thousand one hundred and three.

Eastern French Railroad.

Sixteen thousand six hundred and twenty-eight.

Meridional Railroad.

Nine thousand four hundred.

Mediterranean Railroad.

Fifteen thousand three hundred.

Holland Railroad.

Four hundred and fifty-five.

Moscow-Brest Railroad.

One thousand seven hundred and twelve.

Warsaw-Vienna Railroad.

Two thousand five hundred and thirty-six.

Norwegian State Railroad.

One thousand eight hundred and two.

Christiania-Eidsvold Railroad.

Three hundred and fifty.

Gothard Railroad.

Eight hundred and sixty.

47. What is the limit of age prescribed for the entry of servants into the employ?
48. What is the average age of entry into service of these servants?
49. What is the regulation age for retirement?

It differs with the different companies, but the average is 30 years.
It differs with the several companies, but the average is from 25 to 27 years.
This point is disposed of in question No. 8 of the presentation.

Belgian State Railroad.

50. What is the average age of retirement on pension?

Pension and relief fund for workmen, 62 years.

Paris-Lyons-Mediterranean Railroad

Between 53 and 55 years.

Eastern French Railroad.

Fifty-eight years.

Southern French Railroad.

Fifty-nine years.

Meridional Railroad.

Sedentary, 56 years.
Active, 56 years.

Mediterranean Railroad.

Same as Meridional Railroad.

Holland Railroad.

Sedentary, 60 years.
Active, 49 years.

Warsaw-Vienna Railroad.

Fifty-five years.

Paris-Lyons-Mediterranean Railroad.

51. What is the proportional per cent of those—
1. Who retire upon reaching the age prescribed?
2. Who retire earlier on account of disability?
3. Who delay retirement on account of continuing in service beyond the prescribed age for retirement?

Regular pensions, 13 per cent.
Anticipated pensions, 61 per cent.
Delayed pensions, 26 per cent.

Western French Railroad.

Regular, 68.3 per cent.
Anticipated, 27.4 per cent.
Premature infirmities, 4.3 per cent.

Eastern French Railroad.

Regular, 78.70 per cent.
Anticipated, 21.30 per cent.

Southern French Railroad.

1. Twenty per cent.
2. Nineteen per cent.
3. Sixty-one per cent.

Meridional Railroad.

Sedentary service: Anticipated retirement, 66 per cent; delayed retirement, 34 per cent.
Active service: Anticipated retirement, 52 per cent; delayed retirement, 48 per cent.

52. What is the average length of service of those who retire upon pension?
53. What is the average pay received upon entry into service?

Holland Railroad.

Sedentary service: (1) 49 per cent; (2) 20 per cent; (3) 31 per cent.
Active service: (1) 23 per cent; (2) 72 per cent; (3) 5 per cent.
This may be safely stated as from 23 to 27 years.

Belgian State Railroad.

Workmen: Limited statistics show that workmen, formerly admitted at the age of 26 years, with an average pay of 40 cents a day, had the same raised to 62 cents at the age of 65 years.

French State Railroad.

Sedentary service, $360.
Active service, $240.

Paris-Lyons-Mediterranean Railroad.

Two hundred and sixty-five dollars.

Western French Railroad.

Two hundred and thirty dollars.

Eastern French Railroad.

Two hundred and seventy dollars.

Southern French Railroad.

One hundred and ninety dollars.

Meridional Railroad.

Sedentary, $230.
Active, $140.

Mediterranean Railroad.

Same as Meridional Railroad.

Sardinian Railroad.

Two hundred and forty dollars.

Holland Railroad.

Sedentary, $182.
Active, $155.

Gothard Railroad.

Two hundred and sixty-eight dollars.

54. What is the average pay received at the time of retirement?

Hungarian State Railroad.

[Workmen's fund.]

Average salary for all pensions granted for the 3 years next preceding 1890 was $219.

Paris-Lyons-Mediterranean Railroad.

Average, $375.03.

Western French Railroa.

Three hundred and ninety dollars.

Eastern French Railroad.

Three hundred and fifty-five dollars.

Southern French Railroad.

Three hundred and fifty dollars.

Meridional Railroad.

Sedentary, $400.
Active, $200.

Mediterranean Railroad.

Same as Meridional.

55. What is the average pay received during the service of an employee, counting the time passed in each grade?

Holland Railroad.

Sedentary service, $625.
Active service, $305.

Gothard Railroad.

Sedentary, $486.66.
Active, $360.06.

This question was not generally answered by the companies represented at the International Congress. The reply of the Eastern French Railroad is the only one approaching the purport of this query, and it was as follows:

Line of business:	Average salary.
Chief engineer	$3,440
Engineers	1,960
Chief of clerks	1,080
Assistant clerks	720
Employees	420
Mechanics	440
Conductors	280
Brakemen	220

56. What is the average pay upon which the pension is based?

The amounts are the same as exhibited in the answer to question No. 54 hereof, relative to the average pay received at the time of retirement.

57. What is the proportion at the time of retirement of unmarried, married, married with children, widowers, widowers with children?

This question was not generally answered at the Congress. The data from a representative French and Italian company will afford light on the subject, however:

Eastern French Railroad.

Unmarried, 3.39 per cent.
Married without children, 59.78 per cent.
Widowers without children, 8.67 per cent.
Widowers with children, 1.81 per cent.
Married with children, 26.35 per cent.
(Children under 18 years is meant.)

Meridional Railroad.

Unmarried and widowers without children, 14 per cent.
Married without children, 35 per cent.
Married with children, 45 per cent.
Widowers with children, 6 per cent.
(Minor children is meant.)

58. What is the average age at which employees are married?

This question was not generally answered at the congress, but the five companies making replies name ages ranging from 26 to 30 years, which would warrant the assumption of 28 years as the average.

59. How many years do the employees in general pass in service from their marriage to their retirement?

This question was answered by only three companies, whose replies indicate an average of 25 years.

60. What is the average age of wives of employees at the time the husbands retire?

With the French companies, about 52 years, and also with the Italian companies. The other companies did not generally answer the question.

61. What is the average number and age of minor children of each employee at the time of retiring on pension?

Not generally answered. The replies of three companies show averages of 5, 8, and 12 years, respectively.

62. What are the differences that you have been able to observe in the experience of your company between the mortality of employees before retirement upon pension and that which would result from the following tables of mortality, viz:

Deparcieux's table; table of the German Railway Union; table issued by the Suitor's Fund of France?

The companies represented at the congress did not, for the most part, answer this and the following question. By way of elucidation, the answer of the Paris-Lyons-Mediterranean Railroad (by whom the questions were discussed more fully than by any other company represented) may be aptly submitted. It was substantially as follows, viz:

63. The same question respecting the mortality noted among those pensioned by the age limit and that shown by the tables.

Same question in remortality among those prematurely pensioned by reason of disability.

The study of the mortality of the pensioners rests upon the following considerations:

The retirement of an agent depends, for the most part, on the state of his health or his hardships. An agent retired at 60 years is subject in his 61st year to a more rapid mortality than he who before the same age had been in possession of his pension for several years and passed over the period which supervenes for the liquidation of the pension. It is in this way that we have at the same age different rates of mortality for two kinds of pensions. This specification of particulars, and also the irregularities brought about by the anticipated retirements, which are liquidated quickly during the first years, naturally bring us to a law of redemption of distinct promotions according to the age at the cessation of duties. At this critical period a surer data can be established, as the mortality follows more regularly

and the construction of a table of life annuities is made by decreasing ages; the calculation only becomes complicated in the approximate ages for retirement, which would not perceptibly increase the work. In this case, the positions being filled by a certain number of employees, only those who are robust are selected, and, consequently, the mortality of the retired men can not be governed by a general demographic law. Experience shows us this more rapidly than Deparcieux's table. Obliged to confine ourselves to observations made on the staff of the branch railroads, we can give the result of our inspection made on the first group of our pensioners. If we prolong the table of survivors according to Deparcieux (this is possible, because the group of pensioners noted have passed the average period of 18 years, and have occupied the aforesaid anomalies), we obtain the probable number of pensions which remain to be granted. In combining this amount with that of the life annuities, we estimate that the average life of our first group is about 14 years.

To legitimize the application of Deparcieux's law and determine the import of the error committed, we apply for each age the annual rate of Deparcieux's mortality and calculate the average rate by means of the result of these tables. The rate we find is about 7 per cent, which is inferior to the effective rate of the mortality already observed, and we calculate that the average life is somewhat greater. Under these conditions the average life of our first group does not seem to exceed 15 years; the average life at the time of retirement resulting from the table would be between 14 and 17 years. The comparison of the laws of mortality is made by these sums, and without pretending to establish a fixed law with such a restrained observation, we call to mind that this result has been confirmed by other investigations on the pensions granted by large companies.

64. What is the probable fate of employees entering the service—that is, among 1,000 servants entering the service?
(*a*) How many, and at what age, are dismissed?
(*b*) How many give in their resignation, and at what average age?
(*c*) How many, and at what average age, retire on pension by reason of sickness or infirmity?
(*d*) Finally, how many attain the normal age for retirement?

Western French Railroad.

The number of resignations depends, among other reasons, upon the difficulties, great or small, that the employees leaving the company find in establishing themselves elsewhere. These conditions vary according to the more or less prosperous state of the trades, and commercial, and industrial affairs. A statement summarizing the situation for 1888 and 1889, showed that the dismissed employees who had remained from 1 to 5 years in the service gave a proportionate total of 46.65 per 1,000 in 1881, and 8.75 per 1,000 in 1889.

Southern French Railroad.

Deceased, 127 at 42 years.
Discharged, 41 at 30 years.
Passed over, 134 at 28 years.
Retired, 212 at 29 years.
Pensions applied for, 93 at 47 years.
Regular pensions, 393.
Total, 1,000.
The other companies represented at the Congress did not generally answer the question.
The answer to subqueries (*c*) and (*d*) will appear under question No. 50 hereof.

65. As a detail of the previous question, how many retired agents were married or single?

Western French Railroad.

Out of 521 employees retired in 1888 and 1889 there were 510 married (55 being widowers) and 11 bachelors; showing a total of 1,000 retired in the following proportions: 979 married or widowers, 21 bachelors.

Southern French Railroad.

Sixty per cent.
The question was not generally answered.
The above exhibition will serve all practical purposes, as it is representative of statistics on the point discussed.

66. Has the management any observations to make on the advantages or inconveniences of pension funds as they are constituted in their respective companies?

Where answers were made to this question, they were, for the most part, general, and the consensus of expression is that the pension fund possesses advantages that outweigh any drawbacks that may exist.

67. If the company or the management is not bound by the aforesaid principles or agreements, what answer would it give to the following questions?	
(*a*) Ought the membership of a pension fund to be obligatory or optional?	Obligatory.
(*b*) Should there be one common fund or two funds, of which one would be applied specially to those in the active service, such as enginemen, stokers, guards, etc., whose professional risk is higher?	Generally, one common fund.
(*c*) Ought a pension fund to be managed solely by the management of the company, or by it in company with delegates from among the beneficiaries?	The practice varies, although the general trend of expression is in favor of joint management by the company and the beneficiaries.
(*d*) Should the engagement of the company to pay the deductions from pay be absolute or relative and proportional to the resources of the fund?	This engagement upon the part of the company should, according to some of the companies at the congress, be proportionate to fund resources while with others it is absolutely binding.
(*e*) Should the deductions from pay which support the fund be fixed, or ought the age of the beneficiary to be a factor variable with the value of the undertaking by the fund?	Life-insurance principles obtain on one or two roads. The consensus of expression is for a fixed retention which has for a basis the salary of the beneficiary.
(*f*) Ought the rate of the pension to be a function of the age of the beneficiary and of the time passed by him in the service of the company, or ought the amount of the assessments paid by each beneficiary appear as a factor?	Generally the amount of deposits in the fund by the beneficiary is most favored for this function. Age and years of service also obtain in this connection.
(*g*) Should the principal aim of the fund be the establishment of a life pension, which the beneficiaries who arrive at retiring age or are permanently disabled should enjoy, or should the aim be a saving to be realized by each beneficiary of a capital fund which he might dispose of in the form of an income from capital, of which he would have free use upon retirement and to descend to his heirs?	Generally, yes. The capital-fund feature has been disposed of in another part of this paper, where it is shown that it is not generally countenanced.
(*h*) In final analysis, is it considered that the retirement is for the employees a right implying with it the obligation of contributing to the formation of a whole in devoting to it a portion of his salary, and in submitting himself to rules and to inequalities of advantages, which the application of the rules imply, or do the deductions constitute for the employee a provocative of savings which he will find accumulated at the end of his term of office as a capital liberally increased by the subsidies of the management thereto?	Generally it is viewed in the light of a right. A pension, properly speaking, is a recompense for past and faithful service. This recompense becomes a right for those who have conformed to the regular conditions, and it is all the more a right when the feature of obligatory membership and contribution is considered.

B. WESTERN RAILROAD COMPANY OF FRANCE.

Fund for retirement—Operations during the year 1894.

PARTICIPATING STAFF.

Total number of agents participating in the new fund for retirement to December 31, 1893		27,584
In 1894:		
Number of agents, as aforesaid, has increased to	1,867	
Number leaving has been	1,142	
Difference in increase		725
The number of agents participating in the retiring fund to December 31, 1894, was		28,309

Receipts and expenses.

RECEIPTS.

Endowment of the company	$732,262.63
Amount from fines	1,002.22
Personal revenue	335,611.37
Real-estate revenue	40,899.03
Various	3,060.01
	1,112,835.26

EXPENSES.

Pensions granted by the fund	$552,626 31	
Various	3,194.25	
		555,820.56
		557,014.70

Pensions liquidated during the year.

From January 1 to December 31, 1894, 696, of which 378 were for agents, 267 for widows, and 51 for orphans under the age of 18.

The 378 pensions liquidated for agents amounted to $74,020.20, of which $47,146 was paid by the retiring fund and $26,874.20 by the superannuation fund.

The average for each agent is therefore $195.40, of which $124.40 is paid by the retiring fund of the company and $71 by the superannuation fund (including, in case of marriage, the wife's pension) formed by the deposits of the retentions on the agents.

The average salary per agent for the last 6 years has been $375.30; the age of these agents is 56 years 7 months; and the average years of service 28 years 2 months.

The 267 pensions liquidated for the widows amounted to $21,622.20, of which the retiring fund paid $15,151.40 and the superannuation fund $6,470.30.

The average for each widow is $81, of which $56.40 is paid by the retiring fund and $24.60 by the superannuation fund formed by the deposits of the husbands' retentions.

The 51 pensions liquidated for the orphans under 18 years of age amounted to $1,811.40, the average for each being $35.30.

The number of redeemed pensions of the retiring fund of the company known during the same period was 310, namely:

205 pensions for agents, amounting to	$37,128.30
73 pensions for widows, amounting to	4,669.10
32 pensions for orphans under 18, amounting to	823.10

Recapitulation.—The fluctuation of the pensions, upon inspection, is as follows:

	Pensions in progress to the end of 1893.	Pensions—		Pensions in progress to the end of 1894.
		Liquidated in 1894.	Expiring in 1894.	
Pensions of former agents.				
Number of pensions	3,208	378	205	3,381
By the retiring fund of the company:				
Sum total	1,917,382	235,730	120,955	2,032,157
Average	598	624	590	601
By the superannuation fund: *a*				
Sum total	1,083,095	134,372	61,688	1,152,779
Average	338	355	316	341
Total	3,000,477	370,102	185,643	3,184,936
Average	935	979	906	942
Pensions of widows.				
Number of pensions	2,050	267	73	2,244
By the retiring fund of the company:				
Sum total	565,816	75,759	15,606	625,969
Average	276	284	214	279
By the superannuation fund:				
Sum total	255,490	32,353	7,740	279,803
Average	124	121	106	125
Total	821,006	108,112	23,346	905,772
Average	400	405	320	404
Pensions of children.				
Number of pensions	130	51	32	149
Total by the retiring fund of the company:				
Total	23,785	9,059	4,116	28,728
Average	183	178	129	193
Totals and averages.				
Number of pensions	5,388	696	310	5,774
By the retiring fund of the company:				
Sum total	2,506,983	320,548	140,677	2,686,854
Average	465	461	454	465
By the superannuation fund:				
Sum total	1,338,285	166,725	72,428	1,432,582
Average *b*	255	258	261	255
Total	3,845,268	487,273	213,105	4,119,436
Average	714	700	687	713

a Including the wives' pensions.
b For agents and widows; children do not participate in superannuation.

The situation to December 31, 1894.

Total for the active staff to December 31, 1893, reached	$8,823,366.00
Excess of receipts over payments in 1894 amounted to	557,013.15
Total to December 31, 1894	9,380,379.15
Represented by:	
Obligations of the company and other investments, which cost	8,098,796.35
Realty	1,269,112.80
Money in the fund or temporarily invested	12,470.00
Total	9,380,379.15

For the further information of your committee, there will next be introduced excerpta from pension and superannuation features obtaining with railway companies that were not actively represented in the said International Railway Congress at St. Petersburg, in the consideration of the questions submitted under Exhibit A, hereof. This abstracted data, derived from authoritative sources, will be exhibited as follows, viz, first, for the Jura-Simplon Company, marked "C;" second, for the German imperial insurance department, marked "D," and finally, for the English railways, marked "E."

Within the exhibits referred to in the preceding paragraph will be found a veritable compendium of pension features in vogue with European railways. This condensed information, "boiled down" from voluminous compilation, embodies the nucleus of material expression with respect to the various ramifications of the subject treated, only that measure of amplitude of comment being employed as was manifestly consonant with clear and proper presentation.

The earliest pension institution, per Exhibit A of this report, was cradled in continental Europe, in connection with the Belgian State railroads, and it was entitled "Fund for widows and orphans," created January 1, 1845. From this date each succeeding decade marked the birth and establishment of pension institutions throughout Europe generally.

By royal edict issued May 30, 1888, the railway companies of Russia were obliged to form a pension and saving fund for their employees.

The sick-insurance law was the first social-political enactment of the German Empire, and it became effective June 15, 1883. By a supplementary measure, effective January 1, 1893, this sick law was brought into harmony with the other insurance laws against accident, invalidity, and old age. The first accident insurance law, of July 6, 1884, dealt chiefly with industrial enterprises, but served as the foundation for later measures with a wider range. By the law of May 28, 1885, on the extension of the accident and sickness insurance, these laws were made to include the institutions of the inland carrying traffic by land and water, embracing the administration of the post, the telegraph, the railway, the army, and the navy. The invalidity and old-age insurance law was enacted June 22, 1889. This national insurance is compulsory for all wage-workers (professional workmen and laborers on wages), who numbered 12,500,000 in 1892 out of a total State population of 50,000,000.

The next ensuing observations regarding the invalidity and old-age insurance feature of the German imperial insurance department were taken from a compilation by Dr. Zacher, permanent member of the department named, issued in 1893. They will also serve to elucidate the abstracted information bearing upon this feature contained in Exhibit D hereof.

The carrying out of this insurance is intrusted, under state guaranty, to special insurance institutions, whose districts coincide with the communal or State divisions. Every insurance institution possesses the character of a legal person, and is managed on the basis of a statute drawn up by the managing "committee." This committee is composed of at least 5 representatives of both employers and insured (chosen by the directing boards of the sick-relief clubs and similarly constituted bodies). So far as certain prerogatives are not reserved to the committee by law or by statute, the administration is placed in the hands of the "directing board" (composed of communal or State officials), which is invested with the character of a public authority; but it may be determined by statute that besides these officials other persons, particularly representatives of the employers and the insured, may be members of the directing board. Should this, however, not be the case, a "supervising council" may, and in all other cases must, be elected, in which the representatives of both employers and employed take an equal share. This council has the supervision of the directing board and is required to attend to the other business which the statute may prescribe. As local representatives of the insurance institutions, "confidential agents" will be chosen from among the employers and the insured.

C. JURA-SIMPLON COMPANY PENSION FUND.

1. This fund was established in 1890 by the consolidation of the provident and ıtual relief fund of the Swiss-Occidental-Simplon Company and the relief and nsion fund of the Jura-Berne-Luzerne Company into the general pension fund the Jura-Simplon Company.

2. Comparative contributions to the funds of the Swiss companies are shown in e following table:

Pension fund.	Contributions in per cent of salary.	Paid by—	
		Members.	Company.
ntral	9	4	5
thard	9	3	6
ra-Simplon (temporary)	8	4	4
ra-Simplon (proposed)	8½	4	4½
rd-Est	10	5	5
nion Suisse (temporary)	9	4½	4½
mmenthal	8	4	4
ac des Quatre Cantons	9	3	6

3. The Jura-Simplon Company makes the basing figure $600 (3,000 francs), elieving that amount to be more generally representative of membership salaries.

4. Entrance fee of a new member is fixed at 4 per cent of his salary, to be leducted, regardless of age, for the first 4 months.

5. When the salary does not exceed $600 and an increase occurs, one-half the plus difference between the first month of the increased salary and the last month of the old salary reverts to the fund for six months.

6. The fund does not assume the expense of accidents occurring to its members in the performance of their duties, when said accidents are of such nature that the company may be held accountable therefor.

7. By statutory provision the prescribed pension allowance is from 20 to 70 per cent of the annual salaries after 9 years' service.

8. Every member being at least 55 years of age, and who has been 25 years in the company's service, may demand retirement; and the management may, in such case, arbitrarily retire a member.

9. In case of permanent incapacity the management may also retire a member under 55 years of age and with less than 25 years' service.

10. The company fixes the reimbursement upon leaving the service at 60 per cent of the regular contributions, without interest, and without deduction of reliefs received.

11. Following table, based on a maximum salary of $600, and an increased percentage indemnity, shows the status of the company.

Will have paid to fund.		Receive per Jura-Simplon regulations.
First year of service, 4 per cent	$25	20 per cent salary, $80.
Second year of service, 4 per cent	48	40 per cent salary, $240.
Third year of service, 4 per cent	72	60 per cent salary, $360.
Fourth year of service, 4 per cent	96	80 per cent salary, $480.
Fifth year of service, 4 per cent	120	100 per cent salary, $600.
		Payable indemnity.
Sixth year of service, 4 per cent	144	120 per cent salary, $720.
Seventh year of service, 4 per cent	168	140 per cent salary, $844.
Eighth year of service, 4 per cent	192	160 per cent salary, $960.
Ninth year of service, 4 per cent	216	180 per cent salary, $1,200.

D. GERMAN EMPIRE—INVALIDITY AND OLD-AGE PENSION FEATURES.

1. Object of the insurance is to give the insured a legal claim to pension for invalidity or old age.

2. Invalidity pension will be granted, regardless of age, to every insured person who is permanently disabled (no longer able to earn one-third of his average

wages), also to persons not permanently disabled, but who have been for an entire year unfit for work during disability.

3. Contributory year consists of 47 contributory weeks, which, however, may belong to different calendar years.

4. As a minimum, contributions must have been paid in 5 by 47, or 235 weeks in all, before becoming entitled to claim upon the fund.

5. Old-age pension will be granted, without proof of disability, to all who have completed their seventieth year; waiting time is 30 contributory years, or 30 by 47 or 1,410 weeks' contributions must have been paid before entering upon enjoyment of the pension.

6. Money to pay invalidity and old-age pensions is furnished jointly by the Empire, the employers, and the employees.

7. Empire contributes to each annuity the fixed amount of 50 marks ($12.50) per annum; it also defrays the expense of the imperial insurance department.

8. Contributions are paid for each calendar week in which the insured remains in an employment or service subject to the insurance.

9. Collection of contributions may be committed to sick-relief clubs, local authorities, or to special receiving offices.

10. For the purpose of fixing contributions for each contributory period the insured are divided into four wage classes, according to their yearly earnings:

Class 1, up to 350 marks ($87.50).
Class 2, up to 550 marks ($137.50).
Class 3, up to 850 marks ($212.50).
Class 4, above 850 marks.

11. For first contributory period of 10 years the following weekly contributions have been fixed by law on the basis of insurance statistics:

Class 1, 14 pfennigs (3½ cents).
Class 2, 20 pfennigs (5 cents).
Class 3, 24 pfennigs (6 cents).
Class 4, 30 pfennigs (7½ cents).

12. As to amount of annuities, the old-age pension is made up of the above-mentioned State subsidy of 50 marks and an increased rate for each contributory week, as follows:

Class 1, 4 pfennigs (1 cent).
Class 2, 6 pfennigs (1½ cents).
Class 3, 8 pfennigs (2 cents).
Class 4, 10 pfennigs (2½ cents).

Hence the old-age annuity amounts to:

Class 1, 106.80 marks ($26.70).
Class 2, 135 marks ($33.75).
Class 3, 163.20 marks ($40.80).
Class 4, 191.40 marks ($47.82).

13. Invalidity pension consists of State subsidy of 50 marks, and a fixed amount of 60 marks ($15), increased for each contributory week:

Class 1, by 2 pfennigs (one-half cent).
Class 2, by 6 pfennigs (1½ cents).
Class 3, by 8 pfennigs (2 cents).
Class 4, by 13 pfennigs (3¼ cents).

14. Height of invalidity therefore depends on number of weekly contributions paid in, and on the respective wage class; after the first 5 contributory years it amounts to, in—

Class 1, 115.20 marks ($28.80).
Class 2, 124.20 marks ($31.05).
Class 3, 131.40 marks ($32.85).
Class 4, 141 marks ($35.25).

And after a lapse of 50 contributory years:

Class 1, to 157.50 marks ($39.38).
Class 2, to 251.40 marks ($62.85).
Class 3, to 321.60 marks ($80.40).
Class 4, to 415.80 marks ($103.95).

Or in the fiftieth calendar year:

Class 1, to 162 marks ($40.50).
Class 2, to 266.40 marks ($66.60).
Class 3, to 344.40 marks ($86.10).
Class 4, to 448.20 marks ($112.05).

15. Pensions are paid monthly in advance and can not be pawned or sequestrated.

ENGLISH RAILWAY SUPERANNUATION AND PENSION FUNDS.

nder this caption will be briefly presented the salient features of said funds operated in connection with the following railway companies located in gland, viz:

. London and Northwestern Railway Company.
. London and Southwestern Railway Company.
. London, Brighton and South Coast Railway Company.
. Great Eastern Railway Company.
. Great Western Railway Company.
. Midland Railway Company.

ONDON AND NORTHWESTERN RAILWAY COMPANY—SUPERANNUATION FUND.

1. The fund was established March 31, 1853.
2. Membership consists of salaried officers.
3. "Salaried officer" means officer or servant of the company remunerated by annual salary in contradistinction to weekly wages or any other form of muneration than an annual salary.
4. Contribution by members is 2½ per cent on their actual salaries.
5. Company contributes a sum equal to the payments of the contributing embers.
6. Ages of admission to service: Minimum, 20 years; maximum, 40 years.
7. Retirement at 65 years of age with 10 years' membership.

The superannuation allowance is, for 10 and not over 17 years, three-twelfths f average salary for that time; 17 and not over 24 years, four-twelfths of average alary for that time; 24 and not over 31 years, five-twelfths of average salary for hat time; 31 and not over 38 years, six-twelfths of average salary for that time; 8 and not over 45 years, seven-twelfths of average salary for that time.

Persons under 65 years of age, who shall have been contributing members for 0 years or upward, shall, provided they are incapacitated by infirmity of body or nind (not the result of their own misconduct) from performing their usual luties, be entitled to superannuation on the above scale.

8. Retirement at 60 years of age with 10 years' membership affords 25 per cent of average salary; 11 years' membership, 26 per cent; 15 years' membership, 30 per cent; 20 years' membership, 37 per cent; 25 years' membership, 43 per cent; 30 years' membership, 48 per cent; 35 years' membership, 54 per cent; 40 years' membership, 61 per cent; 45 years and upward, 67 per cent.

Bona fide incapacitation, duly certified to, although the invalid or disabled person is under 60 years of age, provided he has been a contributor for 10 years, entitled to 25 per cent of annual salary for superannuation.

9. Lump sum, not to exceed 5 years' payments of the annual allowance to which the member is entitled, may be made in lieu of superannuation payments.
10. Employees leaving service because of reductions or alterations in the establishment, receive back the whole of their contributions.
11. Members resigning of their own accord receive back one-half of their own contributions.
12. Dismissal from service for fraud or dishonesty results in forfeiture of contributions and benefits in the fund, at the discretion of the committee.
13. Contributions are deducted pro rata.
14. Association is managed by a committee, three members of which are named by the board of directors and three by the contributing members.
15. Participation is obligatory.

LONDON AND NORTHWESTERN RAILWAY COMPANY—PROVIDENT AND PENSION SOCIETY.

1. Established as a combined society January 1, 1889.
2. Embraces members receiving weekly wages.
3. Participation obligatory.
4. Minimum admission age, 18 years; maximum admission age, 45 years.
5. Incapacitation before attaining 60 years of age, after 20 years' contribution, entitles to half pension.
6. Retirement at 65 years of age, with 25 years' membership—2 classes: (1) Pays 4 cents a week and gets weekly pension of $2.50; (2) pays 2 cents a week and gets weekly pension of $1.75.

7. Upon incapacity of members between 60 and 65 years the fund pays to them the pension provided for members retiring at 65 years with [illegible] membership.

8. Company's contribution must not exceed $15,000 per annum.

Addendum: From the "Report and state of accounts of December 31, 1894," it appears that the number of members contributing for pension benefits on that date and reference is now made to the Provident and Pension Society of the company) was .....

At corresponding date in 1893.....

Increase .....

Number of members pensioned to December 31, 1893 .....

Pensioned during 1894.....

Number of pensioners deceased or pensions commuted.....

Number in receipt of pension December 31, 1894 .....

LONDON AND NORTHWESTERN RAILWAY COMPANY—LOCOMOTIVE DEPARTMENT PENSION FUND.

1. The members were such as were engaged at weekly wages in the locomotive department of the company, excepting members transferred to the salary list who were over 40 years of age, or were otherwise ineligible for the officers' superannuation fund, and who were allowed to remain members of this fund if they so elected.

2. Objects of the fund:

(*a*) To provide pensions for its members, qualified by age or circumstances for retiring from the service.

(*b*) To grant annuities to its members retiring from the service through lengthened sickness or permanent incapacity for attending to duties, before pensions could be claimed under the rules.

(*c*) To provide for those of its members who at the time of the establishment of the fund were 55 years of age and upward, a gratuity on retirement from the service, or the payment of a sum to their representatives in the event of death occurring while such members were in the service.

3. There were four distinct divisions of the fund:

(*a*) *Foremen's division.*—Entitled to claim a pension on retiring from the service after attaining 60 years of age and had contributed 4 shillings 6 pence per month in advance.

(*b*) *Running division.*—Eighteen years of age and upward, who were entitled to claim a pension upon retiring at 60 years of age, and of whom there were 2 classes:

First class. Persons rated at 4 shillings per day and upward who had contributed 2 shillings 2 pence per month in advance.

Second class. Persons rated at 4 shillings per day who had contributed 1 shilling 6 pence per month in advance.

(*c*) *Workshop division.*—Included all classes of weekly servants and workmen not specifically mentioned for the foremen's, running, or aged men's divisions. They were entitled to claim a pension upon retirement from service after reaching 65 years. They were in 2 classes, viz:

First. Rated at 25 shillings per week and upward and had contributed 1 shilling 5 pence per month in advance.

Second. Under 25 shillings, contributed 1 shilling per month.

(*d*) *Aged men's division.*—Was to be a temporary division, composed of all persons who at the time of the fund's establishment were 55 years or more of age and should pay back to the age of 40, or, if they were not in the service at that time, then to the age at which they joined the service, the premiums specified for members of the 3 other divisions, according to their positions in the service, to secure a gratuity on retirement or an allowance at death.

4. Company contributed to the fund a sum equal to 9 pence per month for every foreman enrolled, and 4½ pence per month for every other member, irrespective of class or division, but not less than £2,500 in the aggregate. The company's contribution was not to exceed £4,000 per annum.

5. A member after reaching the qualifying age of his division, and on retiring from the service, claimed a pension in accordance with the following scale, viz:

FOREMEN'S DIVISION.

Membership when under 25 years of age, 25 shillings a week.
Membership between 25 and 30 years of age, 23 shillings a week.
Membership between 30 and 35 years of age, 20 shillings a week.

RUNNING DIVISION.

Divided into two classes, which, for the three stages above named under foreman's division, were:

	First class, per week.	Second class, per week.
	s. d.	s. d.
ıder 25 years of age	13 0	9 0
tween 25 and 30 years of age	11 0	8 0
tween 30 and 35 years of age	10 0	7 0

WORKSHOP DIVISION.

	First class, per week.	Second class, per week.
	s. d.	s. d.
›ining under 25 years	13 0	9 0
›ining between 25 and 30	12 0	8 0
›ining between 30 and 35	11 0	7 8
›ining between 35 and 40	10 0	7 0

6. Incapacity (except for member of old-age division) at any time within 25 years of joining the fund, and after 6 months' absence from duty entitled such member to receive back the whole of his payments to the fund, also payments made by the company on his behalf, as a retiring gratuity, either in one sum or by weekly installments as he may elect.

7. After 25 years' membership (except in old-age division) incapacitation entitled to a pension equal to such proportion as they would have been entitled to at 60 or 65 years of age, respectively, as their membership bears in completed years to the number of years they would have contributed as members had they continued to work to the age at which they could have properly claimed a pension.

8. Permanent disablement, under 25 years, entitled to refund of their own contributions and those of the company made on their behalf (except in old-age division); retirement for the same cause after 25 years' service entitled to a pension equal to such proportion of the amount they would have been entitled to at 60 or 65 years, as their length of membership bore in completed years to the number of years they would have contributed as members had not disablement taken place and they had continued to work until regularly entitled to claim a pension.

9. Members entitled to a pension had the option of accepting either the regular allowance or a lump sum in lieu thereof.

10. Prohibitive age for admission to running division, 35 years.

Prohibitive age for admission to workshop division, 40 years.

NOTE.—This fund was dissolved by a vote of the members in 1889.

LONDON AND SOUTHWESTERN RAILWAY COMPANY.

This company has both a superannuation and a pension fund, which possess the same attributes as to operation as have been ascribed to the same funds in connection with the London and Northwestern Railway.

The superannuation fund was formed May 1, 1864.

The following data was secured from the fund's report for the year ended June 30, 1894, viz:

Income	$83,740	
Expenditures	14,795	
		$68,945
1893:		
Income	70,215	
Expenditures	15,990	
		54,235
Total		14,720

1894:
Contributing members $1,230
Annuitants 48

1893:
Contributing members 1,234
Annuitants 48

Increase of membership, 1894 .....

By means of the two funds, superannuation and pension, each officer and is placed in position to receive at 60 years of age, with not less than 40 years' service, a retiring allowance not exceeding 75 per cent of his average salary during the whole of his service, and at 65 years, with not less than 40 years' service, a retiring allowance not exceeding the full amount of said average salary during such service, intermediate ages and lesser periods of service being provided for upon a proportionate scale of allowances.

LONDON, BRIGHTON AND SOUTH COAST RAILWAY.

SUPERANNUATION FUND.

1. Membership consists of all principal officers, their assistants and clerks, station masters, booking clerks, ticket collectors, guards, policemen, signalmen, pointsmen, permanent-way superintendents, inspectors and timekeepers, locomotive and carriage foremen, and engine drivers, whose age, upon admission to the company's service, does not exceed 40 years.

2. Participation is compulsory.

3. Where a member is required to leave the service, save for fraud and dishonesty, he receives back his payments to the fund, with interest at the rate of 3 per cent per annum.

4. Dismissal for misconduct only, not involving dishonesty, entitles member to receive the amount of his contributions only, without interest.

5. Dismissal for fraud or dishonesty entails loss of fund benefits.

6. Voluntary resignation, under honorable conditions, entitles to refund of payments to the fund, without interest.

7. Retirement at 60 years of age, after 10 years' contribution, 25 per cent of average salary; 15 years' contribution, 30 per cent of average salary, and so on at the rate of 1 per cent increase per year, until after 35 years' subscription a member would (being 60 years of age) be entitled to receive, as the maximum superannuation, 50 per cent of his average salary while contributing to the fund.

8. Officers and servants in the service at the time of this fund's establishment, and who had remained in it uninterruptedly for more than 10 years, were, upon joining the fund, entitled to an extra superannuation allowance on the following scale, viz:

Ten to fifteen years of past service, additional superannuation of 2½ per cent on average salary; 15 to 20 years, 5 per cent; 20 to 25 years, 7½ per cent; 25 years and upward, 10 per cent. This additional allowance was chargeable to the company's benevolent fund.

9. Contributory features correspond with those obtaining with like funds on the other English railways.

10. Sole management and direction is vested in the directors.

GREAT EASTERN RAILWAY COMPANY.

SUPERANNUATION FUND.

This fund was formed in 1878. It is operated on lines correspondent with those of like funds with the other English railway companies.

PENSION FUND.

The pension fund of this company does not differ materially from other similar English railway funds.

GREAT WESTERN RAILWAY COMPANY.

SUPERANNUATION FUND.

his fund moves on the principles common to similar funds with other English ways. A few features may be mentioned by way of emphasis:

Salaried officers and clerks under 40 years of age must join, and continue as nbers during their continuance in the company's service.

When 40 years or over, and under 60, admission may be effected by making k payments to the regulation admission age.

. Membership contribution, 2½ per cent.

. Company contributes like amount.

. Retirement from service after reaching 60 gives, by way of superannuation, allowance for the remainder of life for every year of membership, equal to -fiftieth of maximum salary during that period, not, however, to exceed twords of such maximum salary.

SERVANTS' PENSION FUND.

Entrance fee is 6 cents a week, and such extraordinary amounts as the company y order.

Company gives an amount equal to the ordinary contributions of the members.

Pension at 55 years of age, after 30 years' membership, $2.50 per week, with 25 nts added for each 5 years over 30.

ENGINEERS AND FIREMEN'S SICK AND SUPERANNUATION FUND.

Entrance fee ranges from $5 to $40, according to age, payable in installments ithin 26 weeks. The dues are: First class, 37 cents per week; second class, 25 nts per week:

	First class.	Second class.
ath or permanent disability, or retiring at 60	$500.09	$300.00
perannuation at 60, per week for life	3.00	1.87

MIDLAND RAILWAY COMPANY.

SUPERANNUATION FUND.

This fund was established in February, 1870.

Next below is statement taken from report for year ended January 31, 1894, howing number of contributing members and superannuated members, and hose that joined, left, or died during the year:

		Contributing members.	Superannuated members.
Number of members on Feb. 1, 1893		5,867	84
Entered under 28 years of age and retired at 60		325	.....
Entered over 28 years of age and retired at 60		33	.....
		6,225	
Less died during year	37	.....	7
Less left during year	108		
		145	.....
		6,080	77
Superannuated during year (4 being under 60)		a 14	b 14
Superannuation commuted by single payment in each case (both under 60)		2	.....
Number of members on Jan. 31, 1894		6,064	91

a Less. b More.

From the time when members were entitled to claim superannuation (February 1, 1880), the average age at time of superannuation of the 102 members who were, when superannuated, over 60, was 66¼ years; and of 52 (including 7 whose pensions were commuted), who were at the time of superannuation under 60, was 46¼ years.

The Friendly Society of this company has a superannuation feature, and paid on that account in 1894, £2,005 10s.

F. CONCLUSION.

The table next subjoined will show the extent of governmental ownership of railways in the leading States of Europe, as well as private ownership in this relation:

State.	Total mileage.	Mileage owned by State	Mileage owned by private companies
Austria-Hungary	17,619	7,044	
Belgium	2,810	2,015	
Canada	14,588	1,456	
Denmark	1,289	992	
Egypt	1,225	1,225	
France	21,618	13,652	
Germany	26,971	23,848	
Great Britain and Ireland	20,325	.....	
Holland	1,630	873	
Italy	8,106	5,272	
Norway	971	929	
Portugal	1,334	585	
Russia	19,640	8,008	
Spain	6,708	.....	
Sweden	5,254	1,770	
Switzerland	2,082	.....	
Turkey (Europe)	904	.....	

The above mileage is based on statistics collated in the years 1891, 1892, and 1893.

It may be remarked that in Colombia, Great Britain and Ireland, Mexico, Paraguay, Peru, Spain, Switzerland, Turkey, United States, and Uruguay governmental ownership and operation do not obtain. In Egypt and Nicaragua the governments own and operate practically all their railways. In the following States governmental ownership and operation are partial, viz: Argentina, Australasia, Austria-Hungary, Belgium, Brazil, Canada, Cape of Good Hope, Chile, Denmark, France, Germany, Guatemala, India, Japan, Norway, Portugal, Russia and Sweden. In the following States the governments own part of the railways but do not operate any, leasing all the mileage to private companies, viz: Greece, Holland, and Italy.

Adams, in The Railroad Problem, observes: "On the one side * * * are the systems of the English-speaking race, based upon private enterprise and left for their regulation to the principles of * * * the laws of competition and of supply and demand. On the other side * * * are the systems of continental Europe, in the creation of which the State assumed the initiative, and over which it exercises constant and watchful supervision."

An examination of the foregoing statements relating to the practice of foreign railways will show, among other things, that in the principle underlying the foundation of foreign railway pension funds there is unmistakable homogeneity. On the other hand, there will be found manifest dissimilarity in the elements that enter into their composition and modus operandi. The latter condition is mainly brought about by governmental management and control of railways in some of the States, the sumptuary laws of these States differing and thus creating varied managerial and economic bases.

In the face of this array of accumulated information on the subject we feel constrained to regretfully state that, owing to the distinctive and autonomous characteristics of the contemplated pension auxiliary for the employees of the Pennsylvania Railroad Company, it would be impracticable to assimilate for its establishment and administration the ascertained practices of existing railway pension institutions. It is therefore suggested that your committee will find it advantageous and expedient, if not absolutely necessary, to work in the future, as in the past, upon lines mainly and directly influenced by company requirements and relief department conditions. In a word, while the spirit of foreign practice in this relation reflects material for general discussion and action, the literal attributes of this practice must be rejected as being incompatible for and inapplicable to requirements for said auxiliary organization.

Having paved the way for your committee's intelligent conception of foreign procedure with respect to superannuating and pensioning railway employees, it will now be appropriate to make some comments upon the characteristics that

l be part of or incident to the contemplated pension fund for our company's ployees.

he terms superannuation and pension are, in popular acceptation, one and the ie as to effect. They do produce, it must be admitted, a similar result, i. e., ension. There is, however, this difference in practice between the two, namely: perannuation, abstractly speaking, implies advanced age, the age so referred to ng, in fact, such as precludes either further or effective service by the employee is classified; again, superannuation is applied abroad to the staff and employees the higher grades. The simple pension feature, as such, as embodied in all eign railway pension institutions, embraces the so-called working classes. Superannuation, therefore, is the desideratum with the contemplated auxiliary id. But the idea comprehends superannuation in its broadest sense and most eral application; it eliminates all lines of distinction between employees, and ll, in its administration, take in all employees, from the highest to the lowest ade.

G. ORGANIZATION AND PLAN OF THE PENSION DEPARTMENT OF THE PENNSYLVANIA RAILROAD COMPANY.

After the presentation of this report to the advisory committee of the relief partment at their meeting, held February 12, 1896, statistics were obtained owing what would be the probable financial results to the different relief funds the plans of superannuation were carried out, based on different percentages the wages earned by employees and their contributions account of membership the relief fund. This action culminated in a plan being submitted to the resident of the company which he presented at a meeting of the board of direct- rs, held on the 1st day of May, 1896, when the subject of a superannuation fund as referred to a special committee of the board of directors for examination and eport. At a meeting of this special committee, held May 25, 1896, the plan for etiring employees, members of the relief fund, and placing them on a super- nnuation list was considered, which, with the probable financial results to the ifferent relief funds, was referred to the president of the company, who expressed imself as being satisfied as far as the members of the relief fund were concerned, ut suggested that inasmuch as he had to meet the question from a broader tandpoint, he would like to take the matter up after similar statistical informa- ion in regard to all employees in the system had been prepared.

Accordingly data as to date of birth and age of each employee, length of ser- rice, rate of pay, etc., were obtained from the various departments, and infor- nation as to the cost of pensioning all employees at certain ages over 55 years, on a basis similar to that recommended for the relief-fund members, was submitted to the special committee under date of January 18, 1897, with the recommenda- tion that inasmuch as the interest on the moneys set aside by the relief funds for superannuation purposes would not be a sufficiently large fund upon which a satisfactory basis for granting an allowance to a superannuated employee could be established, certain contributions be made by the companies annually, for the purpose of granting to all employees, whether or not members of the relief funds, allowances aside from those to be granted to members of the fund; in other words, that a separate and distinct fund be established for the benefit of all employees of the company, and be maintained by a fixed amount contributed entirely by the company, such allowance to be based on their rate of pay and length of service; that it provide for the arbitrary retirement of all employees at the age of 70 years, and such other employees between the ages of 65 and 69 years, inclusive, who had rendered thirty or more years of service, and were physically incapacitated for performing further service. The result was that the vice-president in charge of the operating department, the general manager, and the assistant comptroller were authorized to confer with such officers in the service as they might select to formulate a general plan on that basis for a pension fund, and report their recommendations to the special committee. In pursuance of this authority, under date of March 18, 1897, a meeting was held by those appointed by the special committee on superannuation and the operating officers, when it was decided, as the subject was, in matter of detail, an entirely new one to the operating officers, to defer discussion until certain statistical information could be prepared, and until they could more thoroughly acquaint themselves with the general views of employees.

After careful investigation and preparation of considerable statistical informa- tion from the data compiled as to the ages and length of service of employees of the company, showing the amount necessary to be contributed by the various companies to pension all of its employees 70 years of age and over, and such of

those 65 to 69 years of age, inclusive, thirty or more years in the service and physically incapacitated for performing further service, on the basis of different percentages, a plan to retire such employees upon the basis of an allowance of 1 per cent of the average wages for each year of service was finally agreed upon.

It was necessary in the computation of these statistics, from the standpoint of expense to the company, to also ascertain what basis the relief fund surplus would have to adopt for its superannuation fund, as the relationship of one to the other necessarily required that they should be in harmony. After careful consideration of the relief-fund statistics the basis of 1 cent for each month of membership according to class was adopted, as it appeared to be the only one that could be utilized with the funds available, which fund represents the interest upon the surplus moneys of the relief funds accumulated after each 3-year period, against which there can be no liability under the operations of the fund after that period.

A meeting was held November 18, 1898, between the transportation officers of the company and the 3 officers appointed to confer with them, as to the advisability of a pension plan on the lines which were subsequently finally adopted by the company, and the consensus of opinion was, that the scheme as submitted, with some slight modifications, was a good one, and if it should be placed in effect would meet with general favor, that it would improve the service, and is preeminently a necessity on account of the position in which the company is placed by having such a large number of employees of advanced years who are physically incapacitated from performing efficient service, besides tending to improve the esprit de corps of the service.

The results of this conference were embodied in a report to the special committee of the board, together with the plan, and they received careful consideration at their meeting held June 28, 1899, when a favorable recommendation was then made to the president of the company, giving in detail the matured plan of the proposed pension fund, and suggesting that it be conducted as a separate department, under the direct supervision of a board of officers, consisting of the 4 vice-presidents, the general manager, and assistant comptroller of the company.

In August, 1899, the president signified his approval of the scheme, and the subject was presented through the special committee to the board of directors of the Pennsylvania Railroad Company on October 9, 1899, when the proposition in general was approved, the board of officers appointed, and the plan referred to them to be placed in proper shape, in order that it might be ready to take effect January 1, 1900.

The board of officers having prepared the necessary organization, regulations, records, etc., to carry out the scheme, reported to the board of directors of the Pennsylvania Railroad Company, and they on December 13, 1899, finally adopted the plan and the regulations for the government of the fund, which action was subsequently concurred in by the boards of directors of the companies now associated in the administration of the department, and is as follows:

First. All officers and employees of the company, who are required by the organization to give their entire time to the service of the company, who shall have attained the age of 70 years, or who, being between the ages of 65 and 69 years, inclusive, shall have been thirty or more years in the service of the company, and shall then be physically disqualified, shall be relieved and placed on the pension roll.

Second. Subject to ratable reduction so that the entire annual expenditure for pension allowances by the 5 companies above named shall not at any time exceed the aggregate sum of $300,000, pensions shall be allowed upon the following bases:

Third. For each year of service 1 per cent of the average monthly pay for the 10 years preceding retirement. Thus, by way of illustration: If an employee has been in the service of the company for 40 years and has received on an average for the last 10 years $40 per month in regular wages, his pension allowance would be 40 per cent of $40, or $16 per month.

Fourth. Pension allowances shall be paid monthly, and shall terminate on the death of the beneficiary.

Fifth. No pension allowance shall be paid to any officer or employee for a period during which he may be receiving accident or sick benefits from the relief department.

Sixth. The acceptance of a pension allowance shall not debar the beneficiary from engaging in other business, but such persons can not reenter the service.

Seventh. The pension department shall, under the supervision of the president, be in charge of a board of officers, consisting, until otherwise ordered, of the vice-presidents, the general manager, and the assistant comptroller of the Pennsylvania Railroad Company. The board of officers shall be appointed annually by the

ards of directors of the several companies, and shall, subject to the approval the said boards, make and enforce regulations for the government of the partment.

Eighth. No action which shall now or hereafter be taken in connection with the igin or furtherance of a pension department or plan shall be held or construed give any officer, agent, or employee a right to be retained in the service or come entitled to pension allowances; but, on the contrary, each company may scharge any officer, agent, or employee at any time, when in its judgment the terests of the company so require, without liability for pension or for other lowances save only salary or wages then earned and unpaid.

AGE LIMIT.

No person shall be taken into the service of the company who is over 35 years f age; except that, with the approval of the board of directors—

First. Former employees may be reemployed within a period of 3 years from he time of their leaving the service;

Second. Persons may, irrespective of age limit, be employed where the service or which they are needed required professional or other special qualifications; ut

Third. Persons may be temporarily taken into the service, irrespective of age imit, for a period not exceeding 6 months, subject to extension, when necessary o complete the work for which engaged.

By order of the board of directors.

EXHIBIT 4.

A. COURT DECISIONS ON EMPLOYERS' LIABILITY IN RAILROAD CASES, 1895-1900.

[As abstracted in the Bulletins of the United States Department of Labor, No. 1. November, 1895, to No. 31, November, 1900.]

NOTE.—The decisions here quoted are either the entire reports or abstracts of reports which appeared in the Labor Bulletin, a bimonthly publication of the United States Department of Labor. The reference B. L. No. —— and date refers, in each case, to the bulletin of the United States Department of Labor; and usually in the text of the report itself a reference may be found to the legal periodical in which the case is officially reported.

The cases are arranged under the following groups:

1. Decisions illustrating the interpretation of the common-law liability.
2. Decisions affirming the fellow-servant rule and the principal of employee assuming the risk.
3. Decisions interpreting and defining the vice-principal rule.
4. Decisions interpreting specified statutory extensions of common-law liability or limitation of fellow-servant rule.
5. Decisions on power to contract for release of liability.

The classification of the decisions has been made with considerable difficulty for the benefit of those who wish to follow the trend of judicial opinion on one or more specific phases of employers' liability legislation. Of course many of the decisions relate to more than 1 of the 5 topics chosen; in such cases it is put under only the one to which it chiefly refers.

I.—DECISIONS ILLUSTRATING THE INTERPRETATION OF COMMON-LAW LIABILITY.

[From B. L. No. 3, March, 1896.]

ELKINS *v.* PENNSYLVANIA RAILROAD COMPANY, 33 Atlantic Reporter, page 74.—The supreme court of Pennsylvania decided, October 7, 1895, that the company was responsible for injuries to one of its trainmen, through defects in the steps of a freight car, while acting as one of a crew sent to a shipper's yards to shift cars preparatory to their being taken into the company's trains. The point of Judge McCullom's decision is that a man acting under orders from the company, although in the yards of another corporation, is entitled to the same rights respecting the liability of the company that he would be entitled to were he working in the yards of the company or upon its lines of track.

[From B. L. No. 5, July, 1896.]

SAN ANTONIO AND ARANSAS PASS R. R. CO. *v.* HARDING et al., 33 Southwestern Reporter, page 373.—In the district court of Harris County, Tex., judgment was rendered awarding $16,000 damages against the San Antonio and Aransas Pass Railway Company in favor of Laura Harding and others, the widow and minor children of Edward Harding, who was killed in a collision between the engine in which Harding was engineer and another engine used in switching in the company's yard at Waco, Tex. The case was carried, on appeal by the company, to the court of civil appeals, which tribunal affirmed the judgment of the district court by decision rendered November 28, 1895.

The circumstances under which Harding was killed were as follows: Deceased was an engineer in the service of the company, in charge of a train going from Yoakum to Waco, and was under the control of the train master at Yoakum. In the company's yard at Waco was a regular yard crew, consisting of a night yard-master or foreman, a yard engineer or "hostler," a fireman, and other employees, and these were engaged in switching cars in the yard with engine No. 53. This yard crew was under the immediate supervision of one Hall, the

reman, who had no control over Harding. When engine No. 53 was taken to e yard to be used in switching cars its lamp was in a defective and leaking ndition and was found empty. It was refilled and relighted by the yard engi- er and fireman, who, it seems, had not been notified of its defective condition. he evidence was sufficient to show that when Harding arrived in sight the efective lamp had gone out, and nothing was done to give Harding notice of the witching engine's presence on the track upon which he was approaching, or to revent a collision, except that when he had approached so close that he had not me to stop and avoid the danger, the yard engineer gave him a signal with his antern to stop, and then endeavored to back the switch engine out of the way, ut was prevented from doing so by the number of cars already occupying the ide tracks. Deceased failed to discover the switching engine because of the bsence of the headlight, and received no other sufficient warning. A collision nsued, which resulted in his death.

In delivering the opinion of the court of civil appeals Judge Williams said:

"As negligence of the defendant in failing to exercise proper care to see that he headlight was in good condition was one of the causes contributing to the leath of Harding, defendant is liable, even if it were true that the negligence of employees who were fellow-servants of the deceased also contributed. There an be little doubt that, if the headlight had been kept in proper condition, it would have continued to burn, and would have notified Harding of the presence of the switch engine in time to have enabled him to avoid danger. No other cause for the extinguishment of the light is suggested by the evidence but that the oil had leaked out and that none remained to feed the light. The company is responsible for the omissions of servants, to whom it left the performance of the duty of seeing after the condition of the lamp.

"Under our fellow-servants' act the employees working with the switch engine were not the fellow-servants of Harding. (Laws of 1893, p. 120.) The employees in the yard, under the supervision and control of the yard master, were in a different department from engineers running trains on the road, under the supervision and control of the train master at another place. It is contended that the two engineers were in the common service of the company, were in the same department, were of the same grade, and were working together at the same time and place, and to a common purpose, and, therefore, come within the definition of 'fellow-servants' as given in the statute. If this were conceded, we do not think it could relieve appellant, even if no negligence but that of its servants were shown, because the collision can not be said to have resulted from the negligence of the yard engineer alone. If he was guilty of negligence, the foreman was also guilty, and the fact that the negligence of a fellow-servant merely contributes to the injury does not relieve the company, if its own negligence, or that of its employees who are not fellow-servants with the injured employee, also contributes. But we are not prepared to concede that the 'hostler' was a fellow-servant under the statute. In a sense, as stated by one of the witnesses, the 2 engineers were in the same department, the 'motive-power department,' but this has reference to the divisions of its service into branches made by the company. Under its regulations servants may be in the same department as named by it, and yet in different departments as intended by the statute. Such questions must be determined by the relations which the employees actually bear to each other, and not by the mere names that are given by the company to the different branches of the service.

"Nor do we think that the engineers were, in the meaning of the statute, 'in the common service,' or that they were 'working together to a common purpose.' Their superiors, to whose authority they were subjected, were vice principals of the corporation, and stood to the servants under their control in the relation of master. This the statute expressly declares, and this provision, we think, enables us to determine what is meant by the words 'departments,' 'common service,' and 'common purpose.' As pointed out in the Ross case (112 U. S., 389; 5 Sup. Ct., 184), there is a line of decisions holding that employees are in the same department, and in a common employment, only when they are subject to the same immediate supervision and control. This view had not generally prevailed, and was not adopted by the courts in this State, and it seems to us, from the whole of the statute, that it was intended to substantially adopt it. The servant having control of others is first declared to stand in the relation of master to those under him, and then, in defining the relation of other employees to each other, it is provided that, in order to be fellow-servants, they must be in the common service, in the same department, of the same grade, working together at the same time and place, and to a common purpose. The servants subjected to the control of different supervisors are thus treated as being in separate departments and dif-

ferent service. When we consider that many authorities, including some of the later opinions of our supreme court, had expressed the view that sound reason for the existence of the rule as to fellow-servants could only be found in cases where the employees were so situated with reference to each other as to be enabled to exercise over the conduct of each other that watchfulness regarded as essential to the efficiency of the service and the safety of the public, we see that the legislature has adopted that view, and intended to enforce it, in the provisions referred to. Under our construction of the statute, none of the employees in the Waco yard were fellow-servants with Harding, unless, indeed, in the performance of his duties, he became temporarily subject, while operating in the yard, to the supervision of the yard foreman. Then he might be considered for the time a fellow-servant with the others, subject to the same authority, but not with the foreman himself."

The court in its charge gave to the jury all of the provisions of the statute, leaving them only to apply the evidence. Contention is made that the rule applicable when one servant is intrusted with control of others should not have been given, because there was no evidence to support it. As before noted, there is evidence tending to show that engineers, while in the yards, were subject to the control of the yard-master, and, if for no other reason than to prevent confusion in the minds of the jury, it was not improper for the court to tell them that even in that view Harding could not be a fellow-servant with the yard-master. We think it evident that Harding on the occasion in question never became subject to the authority of the yard-master, but it could have done no harm for the court to inform the jury that if he did they were not fellow-servants. If we are correct in our view, that none of the employees in the yard were fellow-servants of the deceased, then, even if the court committed error in defining those who might be fellow-servants, it is immaterial.

While this verdict is large, and may be for a greater amount than this court would allow if trying the case, it is not so clearly excessive as to authorize us to disregard the opinion of the jury and of the court below. In refusing to reverse such verdicts, we are not to be understood as approving them, but simply as adhering to the rules governing appellate courts in such matters.

[From B. L. No. 5, July, 1896.]

PENNSYLVANIA CO. *v.* FINNEY, 42 Northeastern Reporter, page 816.—This action was brought by Michael Finney, administrator, against the Pennsylvania Company to recover damages for the killing of the plaintiff's intestate, Patrick J. Finney, a brakeman in its employ. A judgment was rendered in favor of the plaintiff, and the defendant appealed from the superior court of Allen County, Ind., where the trial was had, to the supreme court of the State. From the evidence it appeared that the decedent was 22 years old and had been in the employ of the defendant for 6 months as a brakeman on a freight train; that near Columbia City the defendant maintained a water plug so near its track that a person descending a passing car on that side could not avoid it; that decedent was familiar with its location, and had passed it almost daily during his employment; that it was a part of his duty to go to the top of a train while passing through a station; that, after having passed through Columbia City, he walked to the rear of a car, with his back to the plug, while within 200 feet of it, and, without looking around to ascertain the attendant danger, began to descend the car ladder and was carried against the plug; that he had no orders to descend at that particular time, but attempted to do so of his own volition. In the opinion of the supreme court, delivered by Judge Jordan, January 29, 1896, the following statements are made:

"Considered in the light of the law which must control the case at bar, we are of the opinion, under the facts, that the jury was not authorized in finding a verdict in favor of the appellee. Assuming, without deciding, that the appellant was chargeable with actionable negligence in maintaining the water crane in the manner and in the condition shown, still there is an absence of evidence showing freedom from contributory negligence upon the part of the deceased in the matter of which appellee complains. The rule is settled that the plaintiff in such a case as this must affirmatively show by the evidence, not only negligence upon the part of the master, but freedom therefrom upon the part of the servant. The freedom from fault or negligence upon the part of the latter being under the law an essential element in the cause, which must be found to exist in order to warrant a recovery, a failure to establish the same results in defeating the action; and when the evidence in the record fails to prove this material fact, the judgment, upon appeal to this court, must necessarily be reversed."

After reviewing the facts in the case the court uses the following language:

"We may affirm that appellee's decedent did not, under the facts, observe his

urroundings, or exert the care required of him under the law; and hence, in the e of the latter, he was chargeable with contributory negligence, and the allegaons in the complaint, to this extent, at least, are not sustained by the evidence. s we have heretofore stated, the accident occurred as the deceased was attempting to descend to the caboose upon his own volition, and not under or by any irection of the appellant. We are unable to discover in this cause any evidence n the record from which a reasonable inference can fairly arise that appellee's ecedent was in the exercise of due and ordinary care at the time of the fatal accident. The jury was not authorized, arbitrarily, without evidence, to infer the bsence of contributory negligence upon the part of the deceased servant. The udgment is reversed and the cause is remanded, with instructions to the lower ourt to sustain the motion for a new trial."

[From B. L. No. 5, July, 1896.]

PENNSYLVANIA CO. *v.* MCCANN, 42 Northeastern Reporter, page 768.—The following are the facts in this case: McCann, who was a brakeman in the service of he Pennsylvania Railway Company, in attempting, in the State of Pennsylvania, o board one of its moving cars, put his foot in a stirrup that was suspended from he sill of the car and used as a step in mounting the car. The stirrup yielded to he pressure of his foot, causing him to be thrown under the car, whereby a wheel of the locomotive, which was backing, ran over one of his legs, inflicting the injury of which he complained. The railroad company was operating a line running from Youngstown, in Ohio, to a point in the State of Pennsylvania. Suit was brought against the railroad company in the court of common pleas in the State of Ohio. After the evidence had been presented for McCann the attorneys for the railroad company moved the court to take the case from the jury and to render a judgment in their favor, which was done. McCann then carried the cause to the circuit court in Mahoning County, Ohio. The circuit court reversed the judgment rendered in the court below on the sole ground that the act of April 2, 1890 (87 Ohio Laws, p. 149), was applicable, by force of which the fact that the stirrup was defective made a prima facie case of negligence against the railroad company.

The railroad company then brought the case on error to the supreme court of Ohio, which court on January 21, 1896, gave its decision affirming the judgment of the circuit court. From the opinion of the court, read by Judge Bradbury, the following is quoted:

"The only question arising upon the record of sufficient importance to be worthy of extended consideration is whether the act of general assembly of this State, passed April 2, 1890 (87 Ohio Laws, p. 149), is applicable to the case or not, the injury complained of having been sustained beyond the limits of this State. The second section of the act in question prescribes the effect that shall be given to evidence which establishes a defect in the locomotives, cars, machinery, or attachments of certain railroads, in actions for injuries to its (their) employees, caused by such defects, and declares that when such defects are made to appear, the same shall be prima facie evidence of negligence. There can be no doubt respecting the general power of a State to prescribe the rules of evidence which shall be observed by its judicial tribunals. It is a matter concerning its internal policy, over which its legislative department necessarily has authority, limited only by the constitutional guaranties respecting due process of law, vested rights, and the inviolability of contracts. The rules of evidence pertain to the remedy, and usually are the same, whether the cause of action in which they are applied arises within or without the State whose tribunal is investigating the facts in contention between the parties before it. Nor is it material, in this respect, whether the parties are residents or nonresidents of the State. The law of evidence in its ordinary operation is no more affected by one of these considerations than the other. No extraterritorial effect is given to a statute creating a rule of evidence by the fact that the rule is applied to the trial of a cause of action arising in another State, or to the trial of an action between parties who are nonresidents. If the tribunal of a State obtains jurisdiction of the parties and the cause, it will conduct the investigation of the facts in controversy between them according to its own rules of evidence, which is simply to follow its own laws within its own borders. The second section (of the act in question), in forbidding the use of defective cars and locomotives by railroad companies, refers to them as 'such corporations,' manifestly including every corporation owning or operating a railroad any part of which extends into this State.

"Here, again, the prohibitive language employed is broad enough to include acts or conduct occurring in other States. In the subsequent clause of the second section of the act, wherein the general assembly sought to prescribe the rule of

evidence before referred to, applicable to the trial of actions in the courts of this State brought by employees of railroad companies on account of injuries sustained by reason of defective cars, locomotives, machinery, or attachments, it approached the question of procedure in our judicial tribunals, over which, as we have seen, the authority of the general assembly is practically supreme. This clause of the statute is purely remedial, and should receive a liberal construction. The language employed by the act in this connection is consistent with a legislative purpose to extend the remedy to all actions of the character named in the act against all railroad companies, and no sufficient reason has been assigned for limiting its operation to causes of action that arose within the State. Indeed, it would be somewhat anomalous to prescribe to the courts of the State rules of evidence depending upon the question whether the cause of action arose within or without the State; and an intent to create this distinction should not be imputed to the legislative power unless it is fairly inferable from the language it has used. The language is as follows: 'And when the fact of such defect shall be made to appear in the trial of an action in the courts of this State brought by such employee or his legal representatives against any railroad corporation for damages on account of such injuries so received, the same shall be prima facie evidence of negligence on the part of such corporations.' This language contains nothing indicating a purpose to confine the rule of evidence it creates to causes of action that should rise in this State. On the contrary, it expressly extends the rule to 'any action in the courts of this State brought by such employee * * * against any railroad corporation.' In fact, the language is comprehensive enough to apply the rule to a railroad company in this class of actions, whether any part of its line extended into Ohio or not; and if the courts of our State should acquire jurisdiction over the person of a railroad company whose line lay wholly without the State, no reason is perceived why the rule should not be applied. Judgment affirmed."

[From B. L. No. 6, September, 1896.]

ATCHISON, TOPEKA AND SANTA FÉ RAILROAD COMPANY *v.* BUTLER, 43 Pacific Reporter, page 767.—This was an action brought by Alice E. Butler against the railroad company to recover damages for the death of her husband, Elmer E. Butler, a switchman in the defendant's yards at Dodge City, Kans., on August 5, 1890. There was a judgment for the plaintiff, and the defendant brought the case up on error from the circuit court in Ford County, Kans., to the supreme court of the State. Said court rendered its decision February 8, 1896, and affirmed the judgment of the lower court. The evidence showed that Butler was one of a switching crew, consisting of an engineer and fireman on the engine, a foreman named Bleaker, a switchman named Martin, and himself. The general course of the railroad where they were working was east and west, and there was two side tracks or switches south of the main track, the first one branching from Bridge street east, being called the "river track," and the other branching from it east of Bridge street, being called the "house track," extending to the freight warehouse. The switch east of Bridge street could be so adjusted as to throw cars from the main track either onto the river track or the house track. On the occasion of the casualty the engine was attached to the west end of the way car which had 5 or 6 cars attached to the east of it on the river track, which were to be pulled out upon the main track, and the car farthest east thrown onto the house track to be coupled to some cars standing near the warehouse, after which the others were to be thrown back onto the river track. Butler was on the car that was to be thrown onto the house track, and it was kicked eastward by the engine and other cars, Bleaker pulling the pin and Martin turning the switch, and after the car passed him turning it back again so as to throw the other cars upon the river track, Bleaker again pulling the pin which coupled the way car to the rest of the train, which was kicked back upon the river track and overtook the one on which Butler was riding on the house track before it had gone far enough to clear it from those following on the river track, and the car farthest east struck the northwest corner of the one upon which Butler was riding with a force which knocked him off, and he was run over and killed. The complaint alleged the killing of Butler on account of the negligent and careless management of the engine and cars by the railroad company through its agents and servants. Chief Justice Martin delivered the opinion of the supreme court, and used the following language therein:

"In the parlance of railroad switch yards, when a car running or standing on one track is struck by a car or cars in motion on another before the two tracks have sufficiently diverged to admit of the cars clearing each other they are said to 'corner;' and it was a collision of this nature, between cars running in the

ame direction, upon different tracks, that caused the death of Elmer E. Butler. uch an occurrence can hardly take place without the fault of one person or ore.

"Before Butler's car got far enough on the house track to clear, it was struck y the train on the river track. Had his car run a little faster or the train on the iver track a little slower, the collision would not have occurred; and the real uestion was whether the fault was that of Butler or of the men in the management f the train that was set upon the river track. The jury have found, in substance, hat those in the management of the train were in fault, and that Butler was not; nd we think the evidence is sufficient to justify their verdict. It tended to show hat the train was kicked down upon the river track with great force before Butler's car had time to get out of the way. It is possible that Butler may have urned the brake wheel without setting the brake, and this sooner than he should ave done, but common prudence would dictate and the rules of the company equired that cars should not be 'cornered;' and, before a train is set upon a rack, those in the management of it should use reasonable diligence to see that t will clear the car or cars on another track. Reliance is placed by the railroad ompany upon the fact that those in the management of the train after Butler's ar had been cut off thought it had sufficient momentum to take it beyond the learing post, and we doubt not that they were correct. But they did not give it time. It was still running when it was struck, and perhaps in two or three more seconds it would have been out of the way, but the other cars were hurled down upon it on the other track; and we can not say that this was not negligence. The evidence tends to show that Butler was upon the top of the car at or near the brake, and looking toward the east, where it was his duty to couple to others at or near the warehouse. In this position he probably did not see the clearing post, nor knew the exact location of his car with reference to it; and, after the train was uncoupled from the way car, it was not in the power of any of the crew to check it, and if Butler noticed it no signal from him would have been of any avail. Upon the whole, there was no material error in the case, and the judgment must be affirmed."

[From B. L. No. 8, Jan. 1897.]

LAKE ERIE AND WESTERN RY. CO. *v.* CRAIG, 73 Federal Reporter, page 642.—Action was brought in the United States circuit court for the western division of the northern district of Ohio by Frank B. Craig against the railroad company to recover damages for injuries received in the railroad yard at Lima, Ohio, while acting as foreman of night-switching crew. Said injury was caused by his catching his foot in a frog which was unblocked, and thus being unable to get out of the way of cars which were being pushed or "kicked" up a switch. A judgment was rendered for Craig, and the railroad company brought the case on writ of error to the United States circuit court of appeals, sixth circuit, and said court rendered its decision January 30, 1896, and reversed the judgment of the lower court. In the opinion of said court, delivered by Circuit Judge Taft, among the questions decided, was the following:

"The liability of the defendant railroad company was asserted by the plaintiff on the ground that it had failed to block a railroad frog in its yard at Lima, in violation of a statute of Ohio passed March 23, 1888 (85 Ohio Law, 105), requiring all railway corporations operating railways in the State to block or fill such frogs, for the safety of their employees, and imposing a punishment for failure to do so. We have already held, in Railroad Company *v.* Van Horne (16 C. C. A., 182; 69 Fed., 139), that the effect of this statute is to make a failure by a railroad company to comply with it negligence, as matter of law. This is the ruling of the supreme court of Ohio in construing an analogous statute enacted to compel mine owners to adopt safety appliances for their employees. Krause *v.* Morgan (Ohio sup.) 40 N. E., 886. The statute does not, however, prevent the master, in such cases, from escaping liability, if the employee injured by the master's noncompliance with the statute is himself guilty of contributory negligence. This is expressly ruled by the supreme court of Ohio in the case cited, where, after an elaborate review of the authorities in other States, Judge Speer, speaking for the court, sums up its conclusions as follows:

"'While the statute, as we construe it, does not make the operator of the mine absolutely liable to a party injured by an explosion of gas, where the operator has not complied with the statute, such conduct is negligence per se; and the employer can not escape liability by showing that he took other means to protect the workmen, equally efficacious. Proof of failure to obey the statute is all that is necessary to establish negligence on the part of the operator, but the statute

his old, against which ordinary care for his safety required warning from the superior.

"In view of the verdict of the jury, we conclude that by the change in the method of handling the cars on the night in question, plaintiff was exposed to a danger of which he was ignorant, and which his experience did not enable him to foresee; and that Bloxsom knew, or, by ordinary care, could have known it; and that such care would have required him to notify plaintiff of such danger; and that, in omitting to do so, he was guilty of negligence, which helped to cause plaintiff's injury. We further conclude that plaintiff was not guilty of negligence in failing to discover his danger before he was hurt, and that he did not assume the risk resulting from the absence of the regulation (for giving notice of danger as he supposed there was one.

"From these conclusions of fact, it results that plaintiff became entitled to recover of the receiver damages for his injuries. When the servant is inexperienced in the work which he is doing, and, with the knowledge of the master, is exposed to a danger of which he is ignorant, it is the duty of the latter to warn him; and when he fails to do so, and injury results to the servant, the master is liable. It is also the duty of the master, when engaged in a complex business such as that in which the services of plaintiff were engaged, to adopt definite rules and regulations for the safety and protection of the employees. As plaintiff, under the evidence now before us, was situated so that he could not reasonably protect himself by watching out for the return of the switch engine with the cars attached, some method of warning was absolutely necessary for his safety, and the failure of the employer to provide for it entitles plaintiff to compensation for his injuries."

[From B. L. No. 9, March, 1897.]

YORK *v.* CHICAGO, MILWAUKEE AND ST. PAUL RY. CO., 67 Northwestern Reporter, page 574.—This was an action brought in the district court of Jones County, Iowa, for damages for the death of John Graham, an engineer, who was fatally injured in a collision of two freight trains. A verdict was rendered for the defendant, and the plaintiff appealed the case to the supreme court of the State, which rendered its decision May 26, 1896, and affirmed the judgment of the lower court. Damages were sought upon the ground, among others, that the surgeon of the railroad company, who was employed and paid by said company to treat its injured employees, as an act of charity or humanity, wrongfully and negligently moved Graham, against his protest, from the place to which he had been taken when injured to a hotel, which act, it was claimed, contributed to produce his death. Upon this point, in its opinion, delivered by Judge Kinne, the supreme court used the following language:

"It is not claimed that Dr. Adair was not a skillful physician, or that defendant did not exercise due care in employing him, but the claim is made that he acted wrongfully and negligently in doing as he did. We understand the rule to be well settled by a large number of cases that, under such circumstances, the defendant is not liable for acts of negligence of the physician who is employed to treat gratuitously its injured employees."

[From B. L. No. 9, March, 1897.]

MISSOURI, KANSAS AND TEXAS RY. CO. *v.* FERCH, 36 Southwestern Reporter, page 487.—Action was brought in the district court of Grayson County, Tex., by F. F. Ferch to recover damages for personal injuries incurred while he was in the employ of the above-named railroad company. A judgment was rendered for Ferch, and the railroad company appealed the case to the court of civil appeals of the State, which rendered its decision May 20, 1896, and reversed the judgment of the district court.

The material facts in the case are as follows: Ferch was injured by a pile driver crushing his hands while he was placing a ring around the head of a pile to keep it from splitting, which was one of his duties. The accident was not due to negligence on his part or on the part of his coemployees, but to defects in the pile-driving machine, which could have been discovered and remedied by the exercise of ordinary care. The pile-driving gang to which he belonged had been for a long time in the employ of the railroad company; but about two months before the accident occurred it had been ordered to report to the chief engineer of a construction company, which was an independent contractor for the railroad company, and it was still in the service of the construction company when the injury was received. The names of the members of the gang were carried on the rolls of the railroad company, and they were paid with its checks, and some of the

dence seemed to show that Ferch had no knowledge that a change had been de in original employment and that he was in the employ of a master other n the railroad company. There was other testimony, however, to the effect t the members had all been notified of the change of employment by the fore- n, and the railroad company claimed that as Ferch was not in its employ when accident happened, but in that of its independent contractor, it could not be d liable in damages. Upon this point the supreme court, in its opinion, which s delivered by Chief Justice James, used the following language:

"While it can not be doubted that if the machine and crew went into the inde- ndent service of the contractor, and subject to its sole direction and control, th knowledge on the part of the crew of the change, appellant would be solved from the duties that apply to the relation of master, still we think it nally clear that the employer can not relegate his employee to the service of other, under circumstances that do not charge the employee with notice of any ange, and thereby escape the obligations of master. The servant can not be ld to have ceased being such where he is continued in his ordinary work, and knowledge is imparted to him of any change in the relations between him and s employer. According to the rule just mentioned, the original employer con- nues to sustain the relation of master, and (without any reference to the ques- on of his liability to third persons, and without reference to the contractor's sibility), in our opinion, it follows that the servant may look to him for the per- rmance of those duties that result from the relation of master, among which as reasonable care in keeping safe the machinery at which he worked."

[From B. L. No. 9, March, 1897.]

ATCHISON, TOPEKA AND SANTA FE R. R. Co. *v.* PENFOLD, 45 Pacific Reporter, age 574.—Action was brought in the district court of Atchison County, Kans., y Wm. H. Penfold against the railroad company above named to recover dam- ges for injuries received while in the employ of said company and through its egligence. A judgment was rendered for Penfold, and the company carried the ase on writ of error to the supreme court of the State, which rendered its deci- ion July 11, 1896, and affirmed the decision of the district court.

The facts of the case are, in brief, as follows: The plaintiff, in the performance f his duties, undertook to go down the ladder of a car, and the end of one of the ounds of the ladder upon which he stepped, being unfastened and displaced, gave way and he fell to the platform below and was injured. The defective car be- onged to the Missouri Pacific Railway Company, but was for the time being in he possession of the defendant company, the Atchison, Topeka and Santa Fé. The negligence alleged was that of the company in whose possession the car was n not inspecting it, and said company alleged in defense that as it did not own he defective car, and consequently had no right to repair it, it could not be required to inspect it.

The supreme court in its opinion, delivered by Judge Johnson, held the conten- tion of the defendant company to be unsound, and the syllabus of said opinion, which was prepared by said court, is given below:

"It is the duty of a railroad company to inspect cars owned by or received from another company which the employees of the former are required to handle or use, where there is time and opportunity to do so; and it will be liable to its employees for injuries resulting from defects in such cars which an ordinary inspection would have discovered.

"It will not be excused for failure to perform that duty because such cars are only used for a brief time or carried a short distance; nor will the mere fact that the company is not required to repair such defects relieve it from the obligation to inspect."

[From B. L. No. 9, March, 1897.]

CHICAGO, ROCK ISLAND AND PACIFIC R. R. Co. *v.* MCCARTY, 68 Northwestern Reporter, page 633.—Action was brought by Patrick McCarty in the district court of Douglas County, Nebr., against the above-named railroad company to recover damages for personal injuries sustained while in the employ of said company. The evidence showed that McCarty was a member of a construction crew; that they had loaded a train of flat cars with earth on the day of the accident; that Butler, the foreman of the crew, concluded to send the men with the train to unload it when it arrived at its destination; that just as the train started he ordered McCarty to get aboard, and that McCarty, in endeavoring to board the train, slipped and fell and was injured by the train passing over one of his feet, causing amputation. Upon these facts a judgment was rendered for McCarty,

in the district court, and the railroad company carried the case on writ of error to the supreme court of the State, which rendered its decision October 26, 1896, and reversed the judgment of the lower court.

The opinion of the supreme court was delivered by Judge Irvine, and in the course of the same he used the following language:

"The argument of the railroad company, stated in a condensed form, is that there is no obligation resting upon a master to exercise greater care for a servant's safety than the servant is himself required to exercise; and that, if it was negligence for Butler to command McCarty to board the train while it was in motion it was contributory negligence for McCarty to obey the order, it being neither alleged nor proved that the danger was not as apparent and as well known to McCarty as to Butler.

"Our conclusion, after a consideration of the subject, is that it is a harsh and unreasonable rule which charges a servant, when commanded to perform an act by his master, with the duty of at once determining whether or not the act can be safely performed, and then performing it at his peril or refusing to perform it at the expense of losing his employment. The risk incurred by obeying a negligent command of the master is not one ordinarily incident to the servant's employment, and is not an assumed risk, because negligence on the part of the master is not presumed to be a feature of the employment. It is true that, where ample time exists for examination and reflection, a servant may not, beyond a certain limit, continue in the service, performing dangerous acts, except at his own risk, and it is this consideration which governs the cases holding that the continued use of defective appliances without protest, and a promise by the master to remedy them, discharges the master from liability. With the case, however, of a command given suddenly, which must be obeyed immediately or not at all, a different question is presented. The servant is confronted with a new danger, one not contemplated when he entered the employment, and one not made a part of it by continued use. The servant has certainly, in the first place, a right to presume that the master gave the command advisedly and in the exercise of due care. If the servant disobeys, he forfeits his employment; and, even though he be aware of the danger, whether or not it is negligence for him to obey depends upon circumstances. The act may be so foolhardy, so clearly entailing disaster, that the only reasonable course is to disobey. The test of negligence is in such cases, as in others, whether or not a man of ordinary prudence so situated would obey or refuse. In many cases a man of ordinary prudence, compelled to decide instantly, even though aware of the existence of danger, would prefer obedience, and would take the risk. It is not true, however, because the servant in such case may not be guilty of negligence in obeying, that it follows necessarily that the master was not negligent in giving the order. In the first place, reflection and the exercise of discretion is the business of the master, and not of the servant. It is the duty of the master to determine what shall be done, and how. In general the duty of the servant is merely to obey; and even when the command is given suddenly and without previous reflection, as in this case, the master, charged with the power of discretion, has imposed upon him the duty of rightly directing and safely directing. Of course, a sudden exigency may arise which would relieve the master of any imputation of negligence in requiring, under such circumstances of exigency, a dangerous act to be suddenly performed. But here the failure to command McCarty to board the train before it started was not due to any sudden exigency, but apparently to mere inattention on the part of the foreman, and a failure by him to conceive the idea of sending men with the train until the last moment. It was not McCarty's duty to go with the train in the absence of a specific order for that purpose; and, under the circumstances, we think there was evidence to support a finding that Butler was negligent in giving the command and McCarty was negligent in obeying it.

"The district court gave the following instruction: 'It is in general the duty of an employee to obey the orders of his superior, and, in the absence of knowledge or means of knowledge to the contrary, he may presume it safe for him to do so. However, he may not obey blindly and without regard to his personal safety; for it is incumbent on him to protect himself by the exercise of such care and diligence as the circumstances require. But when he receives an order which must be obeyed immediately or not at all, and when he has no time or opportunity for considering the situation, or the danger, if any, of a compliance with the order, he may rely on the skill and judgment of his superior, unless to obey the order would be reckless, rash, or foolhardy on his part. If to obey would be so dangerous as to indicate that the employee had abandoned all care and consideration for his own safety, then obedience would be negligence in itself, which, if it contributed to the injury, would prevent a recovery.'

ce seemed to show that Ferch had no knowledge that a change had been n original employment and that he was in the employ of a master other he railroad company. There was other testimony, however, to the effect ie members had all been notified of the change of employment by the fore- and the railroad company claimed that as Ferch was not in its employ when cident happened, but in that of its independent contractor, it could not be able in damages. Upon this point the supreme court, in its opinion, which elivered by Chief Justice James, used the following language:

"hile it can not be doubted that if the machine and crew went into the inde- nt service of the contractor, and subject to its sole direction and control, knowledge on the part of the crew of the change, appellant would be ved from the duties that apply to the relation of master, still we think it ly clear that the employer can not relegate his employee to the service of ier, under circumstances that do not charge the employee with notice of any ge, and thereby escape the obligations of master. The servant can not be to have ceased being such where he is continued in his ordinary work, and nowledge is imparted to him of any change in the relations between him and mployer. According to the rule just mentioned, the original employer con- es to sustain the relation of master, and (without any reference to the ques- of his liability to third persons, and without reference to the contractor's lity), in our opinion, it follows that the servant may look to him for the per- nance of those duties that result from the relation of master, among which reasonable care in keeping safe the machinery at which he worked."

[From B. L. No. 9, March, 1897.]

ATCHISON, TOPEKA AND SANTA FE R. R. Co. *v.* PENFOLD, 45 Pacific Reporter, ge 574.—Action was brought in the district court of Atchison County, Kans., Wm. H. Penfold against the railroad company above named to recover dam- s for injuries received while in the employ of said company and through its gligence. A judgment was rendered for Penfold, and the company carried the se on writ of error to the supreme court of the State, which rendered its deci- n July 11, 1896, and affirmed the decision of the district court.

The facts of the case are, in brief, as follows: The plaintiff, in the performance his duties, undertook to go down the ladder of a car, and the end of one of the nds of the ladder upon which he stepped, being unfastened and displaced, gave ay and he fell to the platform below and was injured. The defective car be- nged to the Missouri Pacific Railway Company, but was for the time being in e possession of the defendant company, the Atchison, Topeka and Santa Fé. he negligence alleged was that of the company in whose possession the car was not inspecting it, and said company alleged in defense that as it did not own ie defective car, and consequently had no right to repair it, it could not be equired to inspect it.

The supreme court in its opinion, delivered by Judge Johnson, held the conten- ion of the defendant company to be unsound, and the syllabus of said opinion, which was prepared by said court, is given below:

"It is the duty of a railroad company to inspect cars owned by or received from another company which the employees of the former are required to handle or use, where there is time and opportunity to do so; and it will be liable to its employees for injuries resulting from defects in such cars which an ordinary inspection would have discovered.

"It will not be excused for failure to perform that duty because such cars are only used for a brief time or carried a short distance; nor will the mere fact that the company is not required to repair such defects relieve it from the obligation to inspect."

[From B. L. No. 9, March, 1897.]

CHICAGO, ROCK ISLAND AND PACIFIC R. R. Co. *v.* MCCARTY, 68 Northwestern Reporter, page 633.—Action was brought by Patrick McCarty in the district court of Douglas County, Nebr., against the above-named railroad company to recover damages for personal injuries sustained while in the employ of said company. The evidence showed that McCarty was a member of a construction crew; that they had loaded a train of flat cars with earth on the day of the accident; that Butler, the foreman of the crew, concluded to send the men with the train to unload it when it arrived at its destination; that just as the train started he ordered McCarty to get aboard, and that McCarty, in endeavoring to board the train, slipped and fell and was injured by the train passing over one of his feet, causing amputation. Upon these facts a judgment was rendered for McCarty,

and Danville Railroad Company, whereby the plaintiff agreed to be bound by rule of the company prohibiting brakemen from going between cars for the pose of coupling or uncoupling, etc., and agreed to waive liability of the co to him for any results of infraction of the rule. There was no error in exc this contract. It was not a contract with the receivers, but one entered in the company prior to the receivership. When the company ceased to oper road and the receivers took charge of it the latter were not bound to reta employees of the former, and the contracts of the company with its em were not binding on the receivers unless adopted by them; nor in the abs such an obligation on the part of the receivers were such employees bou abide by the terms of any contract entered into with the company. The con in question, therefore, was not necessarily binding between the plaintiff a receivers, and there was no evidence showing any adoption of it as between either directly or by implication.

"2, 3. It was complained that the trial judge, in his charge to the jury, in assuming that the conductor was the alter ego of the defendants on the o sion in question, thereby excluding the theory of the defendants that they fellow-servants, and that the company was, therefore, not liable for any resulting from the negligence of the conductor. Ordinarily, the conductor train has control of its movements, and brakemen connected with the train while engaged in coupling cars to the train at stations, subject to his orders under his control; and he is not, when directing the movements of the train giving orders to the brakemen and engineer in connection therewith, a fe servant of such employees, within the meaning of the rule as to fellow-servan but is a vice-principal of the master. The evidence in this case discloses noth which would take it out of the general rule above stated. It shows that the ductor was in fact directing and controlling the movements of the train, and the plaintiff and the engineer were acting under his orders at the time of injury. The instructions complained of were, therefore, not improperly upon the assumption that the plaintiff and the conductor were not fe servants."

[From B. L. No. 9, March, 1897.]

BALTIMORE AND OHIO R. R. CO. *v.* HENTHORNE, 73 Federal Reporter, page 6 One Charles Henthorne, a brakeman in the employ of the Baltimore and Railroad Company, was injured in a collision. He brought suit against the road company in the United States circuit court for the northern district of O and judgment was rendered in his favor for $15,000. The railroad compan brought the case on writ of error before the United States circuit court of appeals for the sixth circuit, which court rendered its decision April 14, 1896, and sustained the judgment of the lower court.

In the opinion of said court, delivered by Circuit Judge Taft, of the numerous points decided one seems to be of special interest, and the language of the judge thereon is given as follows:

"There remains to consider only the objection to the charge with respect to the measure of damages. The charge of the [lower] court, as we interpret it, directed the jury to consider as one element of damage the loss of the plaintiff in his earning capacity by reason of his bodily injuries, and to reach the loss of his earning capacity by estimating as near as they could his probable yearly earnings during his entire life, and to give him a sum that would purchase him a life annuity equal to the difference between the amount which he would have earned each year if he had not been injured and that which he could earn each year in his injured condition. We see no objection to this measure; indeed, we think it technically accurate."

[From B. L. No. 17, July, 1898.]

STUCKE *v.* ORLEANS RAILROAD CO., 23 Southern Reporter, page 342.—This action was brought by Frederick W. Stucke against the company above named, a street railroad company operating in the city of New Orleans, in the civil district court of the parish of Orleans, La., to recover damages for personal injuries received by him while in the employ of said company. The evidence in the case showed that one Willoz, the foreman of the defendant company, having in charge the repairs of its rolling stock, etc., had directed the plaintiff to go into the pit and make some repairs on a car; that one Lasker was directed to accompany him; that with that end in view Lasker was sent to the plaintiff's house to summon him to come to the car house, and one John Villa was ordered to see that the plaintiff and Lasker did the work according to directions; that they went to work in the pit, and that

he morning of May 18, 1896, car No. 16 was moved from the shed to the pit k and carried to the pit, and while there the plaintiff painted it, top and bot-; that when this work had been completed said car was taken away and car 17 took its place upon the pit track for the purpose of undergoing some repairs; t the plaintiff was at once set to work making repairs upon one of the brakes, en, immediately, car No. 8 came into the shed and, passing through an open tch which had been carelessly and negligently left open by John Villa, entered on the pit track and came into collison with car No. 17, causing it to run over the intiff's leg and to crush it so badly that it had to be amputated; that plaintiff s wholly unaware of the danger he was in while at work in the pit; that he had en put to work there by the orders of the defendant's foreman, in an emergency l upon the spur of the moment; that he had never worked in the pit previously, l that he had not been advised by any officer or employee of the company of the ks and dangers of the situation and employment.

Judgment was rendered for the plaintiff and the defendant company appealed e case to the supreme court of the State, which rendered its decision January , 1898, and sustained the judgment of the lower court.

The opinion of the supreme court was delivered by Judge Watkins, and the llabus of the same was prepared by the court and reads as follows:

"1. An invitation from the master or proprietor to come upon dangerous prem-es, without apprising him of the danger, is just as culpable, and an inquiry sulting from it is just as deserving of compensation in the case of a servant as any other.

"2. A man can not be understood as contracting to take upon himself risks hich he neither knows, nor suspects, nor has reason to look for; and it would be ore reasonable to imply a contract on the part of the master not to invite the rvant into unknown dangers than one on the part of the servant to run the risk f them.

"3. Whether invited upon the premises by the contract of service or by the alls of business or by direct request is immaterial; the party extending the invita-ion owes a duty to the party accepting it to see that, at least, ordinary care and rudence are exercised to protect him against dangers not within his knowledge nd not open to observation.

"4. The servant assumes the risks of such hazards as are apparently incidental o an employment intelligently undertaken, and those only.

"5. A superior is presumed to know whatever may endanger the person or life of an employee in the discharge of the duties of his employment, and is bound to specially warn him of the nature of the danger, unless said employee well knew of the existence and extent of the hazard or risk and willingly exposed himself to it.

"6. If the negligence of the master caused or contributed to the injury of his servant, the former is liable to the latter, notwithstanding the negligence of a fellow-servant likewise contributed thereto.

"7. When an injury is caused partly by the negligence of a fellow-servant, and partly by the failure of the master to provide the servant a reasonably safe place at which to work, the negligence of the fellow-servant will not exonerate the master.

"8. When the service to be rendered requires for its performance the employ-ment of several persons, there is necessarily incident to the service of each the risk that the others may fail in the exercise of the caution that is essential to their mutual safety.

"9. Consequently there is implied in the contract of service in such case that each servant takes upon himself the risks arising from the negligence of the other while in the common employment, always provided that the master is not negli-gent in the selection or retention of the fellow-servant of either, or in providing him a reasonably safe and suitable place at which to work, and reasonably suita-ble tools and materials with which to work.

"10. It is necessary, in order to constitute a fellow-service within this rule of jurisprudence, that the servants should be fellow-laborers in the same work or the same department of a common employment."

[From B. L. No. 9, March, 1897.]

MISSOURI, KANSAS AND TEXAS RY. CO. *v.* YOUNG, 45 Pacific Reporter, page 963.—Action was brought in the district court of Labette County, Kans., by James S. Young to recover damages for personal injuries alleged to have been sustained while in the employ of the railroad company above named. Judgment was rendered in his favor, and the railroad company brought the case on writ of

error to the court of appeals of the State, which rendered its decision June 23, 1896, and affirmed the judgment of the lower court.

The opinion of the court was delivered by Judge Johnson, and in it the court laid down certain general principles on the relative duties of employers and employees. The syllabus of said opinion was prepared by the court, and the following, showing the principles above referred to, is quoted:

"Where a person seeks employment in any line of business where there is danger, he assumes the risk and hazard ordinarily incident to such employment. By accepting the employment, he represents himself as competent to perform that kind of work, and that he will not be guilty of negligence in and about the performance of the same. He owes to his employer vigilance and care in the execution of the undertaking; and where he has been guilty of negligence, contributing to his injury personally, he can not recover for such injury.

"It is the duty of the master to furnish his servant with a safe place to perform the work he undertakes to do, and to provide him with such tools and instrumentalities with which to do the work as are reasonably safe. If the master performs all that is required of him under the law, and the servant is injured by accident or through lack of proper care on his part, the master is not liable for such injury; but if the master fails to furnish the servant with a safe place to perform his work, or fails to furnish him with suitable and reasonably safe instrumentalities with which to perform his work, and the servant is injured by reason of the master's failure, then the master is liable, unless the servant, knowing the defective condition of the tools, uses them without complaint; then he waives his right to damages.

"It is the duty of the railroad company to furnish its employees with reasonably safe tools and implements with which to perform their work, and also to exercise reasonable care and diligence to see that the tools and instrumentalities furnished by it to the employees are kept in such state of repair and safe condition for which the employees are required to use them. Where the railroad company has furnished, in the first instance, such reasonably safe tools and implements to the employee, to be used in the performance of the work he undertakes to do, and the tools become worn, or some latent defect exists, of which the company has no knowledge, or which, by the exercise of ordinary care and diligence, it could not have discovered, and the employee using the same has the same means of knowing the condition of the tools that the company has, and the tools are by each considered reasonably safe, and the employee is injured by the use of the tools, it is a mere accident or misfortune for which the company is not liable."

[From B. L. No. 9, March, 1897.]

WRIGHT *v.* SOUTHERN PACIFIC CO., 46 Pacific Reporter, page 374.—Action was brought in the district court of Weber County, Utah, by James A. Wright against the railroad company above named to recover damages for personal injuries received while in the employ of said company. Judgment was rendered for the plaintiff, and the defendant appealed the case to the supreme court of the State, which rendered its decision September 23, 1896, and reversed the judgment of the lower court solely upon the ground that the jury in said court disregarded the instructions of the judge thereof in fixing the amount of damages. With this exception, all the important points raised by the defendant were decided in the plaintiff's favor.

The opinion of the supreme court was delivered by Judge Bartch, and the syllabus of the same, which was prepared by the court, contains a clear statement of the facts in the case and the points decided. The following is quoted therefrom:

"The plaintiff received the injury complained of while in the employ of the defendant, and while acting in the capacity of switchman in the defendant's yards. The engine used in moving the cars was operated without a fireman, the engineer performing the duties of fireman himself. This fact was known to the plaintiff, who continued to work without making any complaint to defendant or to any of its agents. The engine was defective, and required more attention because thereof. Defendant had rules which required switchmen to give signals to the engineer, and to see that the signals were observed and obeyed, before going between the cars, and to abstain from going between them while in motion, for the purpose of coupling or uncoupling them. But these rules were constantly violated, not only by the plaintiff, but also by the yardmaster, as well as the other switchmen. On the occasion of the accident the plaintiff gave the engineer the signal to stop, which was obeyed, and then went between the cars to pull the pin, but being unable to do so he stepped out and gave the 'slow back up' signal, and, without waiting to see if the signal was obeyed, went between the cars to uncouple them

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; that when this work had been completed said car was taken away and car
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"1. An invitation from the master or proprietor to come upon dangerous prem-
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sulting from it is just as deserving of compensation in the case of a servant as
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nd not open to observation.

"4. The servant assumes the risks of such hazards as are apparently incidental
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"5. A superior is presumed to know whatever may endanger the person or life
of an employee in the discharge of the duties of his employment, and is bound to
specially warn him of the nature of the danger, unless said employee well knew
of the existence and extent of the hazard or risk and willingly exposed himself
to it.

"6. If the negligence of the master caused or contributed to the injury of his
servant, the former is liable to the latter, notwithstanding the negligence of a
fellow-servant likewise contributed thereto.

"7. When an injury is caused partly by the negligence of a fellow-servant, and
partly by the failure of the master to provide the servant a reasonably safe place
at which to work, the negligence of the fellow-servant will not exonerate the
master.

"8. When the service to be rendered requires for its performance the employ-
ment of several persons, there is necessarily incident to the service of each the
risk that the others may fail in the exercise of the caution that is essential to their
mutual safety.

"9. Consequently there is implied in the contract of service in such case that
each servant takes upon himself the risks arising from the negligence of the other
while in the common employment, always provided that the master is not negli-
gent in the selection or retention of the fellow-servant of either, or in providing
him a reasonably safe and suitable place at which to work, and reasonably suita-
ble tools and materials with which to work.

"10. It is necessary, in order to constitute a fellow-service within this rule of
jurisprudence, that the servants should be fellow-laborers in the same work or
the same department of a common employment."

[From B. L. No. 9, March, 1897.]

MISSOURI, KANSAS AND TEXAS RY. CO. *v.* YOUNG, 45 Pacific Reporter, page 963.—Action was brought in the district court of Labette County, Kans., by James S. Young to recover damages for personal injuries alleged to have been sustained while in the employ of the railroad company above named. Judgment was rendered in his favor, and the railroad company brought the case on writ of

unsafe condition, and defendant knew it, or by the use of ordinary care could have known it, in time to have put same in a safe condition, and the injury resulted from such condition of the ladder, then plaintiff was entitled to recover unless plaintiff knew, or by exercising ordinary care could have known, that the ladder was in such condition.

"Defendant asked but the court refused to give the following instruction: 'That the car inspector of the defendant and the plaintiff, as conductor of the freight train upon which the accident happened, were fellow-servants engaged in the same line of service as to the inspection of the cars in said train, and therefore the jury may believe from the evidence that said inspector was guilty of negligence in the inspection of said cars, yet they can not find for plaintiff unless they believe said negligence was gross negligence.' That instruction was properly refused, because abstract and misleading. In the first place, the person employed at Mound Station to inspect each car of a train and ascertain if it is in a safe condition was not a fellow-servant of plaintiff in the sense of being upon a common footing and agents of each other. They acted in different spheres, and neither could or was required to know whether the other was properly discharging duty. In the second place, it would have been improper to require the jury to believe that the inspector was guilty of gross negligence. The simple inquiry was, as they had been instructed, whether the company, through its inspector, used ordinary care in examining the cars, so as to ascertain whether the ladders attached to each were in a safe condition, for it was the legal duty of the company to guard against every source of danger that it could, by the exercise of that kind and degree of care, foresee and prevent. And while a railroad company can not be required to insure the safety of a train, it is bound to make a reasonable, proper, and careful examination of each car. The evidence in this case shows that the bolt which held the defective round of the ladder was so rusted and worn that the top slipped off when plaintiff grasped the round. As the jury might have reasonably concluded that the inspector could and would, by using proper and reasonable care, have discovered the fact; and, having failed to do so, the legal liability of the company was fixed. On the other hand, the conductor, while required to examine the condition of a train before taking charge of it, could not be reasonably required or expected to make such close and minute examination as to discover a latent defect. If the ladder had been detached or out of place, it would have been the plaintiff's duty to have discovered it. There is plainly a difference in the degree and character of examination of cars required of the inspector, who is employed for that special purpose, and that required of a conductor. If there was not, there would be no use for an inspector. Perceiving no error of law on the trial of this action, the judgment is affirmed."

[From B. L. No. 12, September, 1897.]

GOWEN *v.* BUSH, 76 Federal Reporter, page 349.—Action was brought by William N. Bush against Francis Gowen, sole receiver of the Choctaw Coal and Railway Company, in the United States court for the Indian Territory, to recover damages for personal injuries sustained by reason of an explosion in a coal mine located at Hartshorne, in the Indian Territory, which was operated by Gowen in his capacity as receiver. Judgment was rendered for Bush, and the defendant appealed the case to the United States circuit court of appeals for the eighth circuit, which court rendered its decision October 5, 1896, and affirmed the judgment of the lower court.

The opinion of the circuit court of appeals was delivered by Circuit Judge Thayer, and the following, which sufficiently states the facts in the case, is quoted therefrom:

"The first error that has been assigned for our consideration is that the trial court erred in failing to direct a verdict for the defendant below. The argument in support of this assignment is founded upon the claim that there was no evidence before the jury tending to show that the defendant had been guilty of any violation of duty or that he was in any respect negligent. We think, however, that this point is untenable and should be overruled. The record discloses that there was evidence before the jury which tended to show that the plaintiff was a miner of some ten years' experience, who had always been accustomed to work in mines that did not generate gas in explosive quantities; that he had been induced by an agent of the receiver by the name of Gabe Gideon to come from Calhoun, Mo., where he resided, to Hartshorne, in the Indian Territory, for the purpose of taking service in a new mine at that place which had recently been opened by the receiver and was being worked both by night and by day, and that he had only arrived at said mine and taken service therein about three days before the

cplosion occurred; that representations were made to him at his home in Mis-ouri, by the receiver's agent, for the purpose of inducing him to come to Harts-orne, to the effect that the mine at that place was free from gas and was perfectly afe, and that similar representations were made to him by the assistant superin-ndent of the mine after his arrival at Hartshorne, before he went to work. There was further evidence tending to show that the mine in question did generate xplosive gas in considerable quantities; that this fact was known to the agents of he receiver who had immediate charge and supervision of the mine; and that the laintiff was seriously injured by an explosion of gas in the mine, which took lace about the middle of the third night that he worked therein, before he had ecome acquainted with its condition and the dangers incident thereto. As there vas testimony before the jury tending to establish these facts, it is manifest that he court would have erred in withdrawing them from the consideration of the ury on the theory that they constituted no proof of culpable negligence. The loctrine is well settled and elementary that it is a master's duty to notify his serv-nt of any hidden defect in the place where the latter is expected to work which ncreases the ordinary risks of the employment, and to advise him of any latent langer which may attend the doing of any work which the servant is called upon o perform, provided the defect or the danger in question is known to the master and is unknown to the servant. A master violates his duty and is guilty of cul-pable negligence whenever, without warning, he exposes his servant to a risk of injury which is not obvious and was not known to the servant, provided the mas-ter himself was either acquainted with the risk or in the exercise of ordinary care ought to have been acquainted with it. In the present case there was evidence which at least tended to show that the defendant not only failed to warn the plain-tiff of the known presence of gas in the mine in such quantities as might cause an explosion, but that the plaintiff was thrown off his guard and not led to expect the presence of gas in dangerous quantities by the assurance of those who employed him that the mine was safe and free from gas. We think, therefore, that the evidence above referred to made a case which entitled the jury to decide whether the defendant was in fact negligent, and whether his negligence was the proximate cause of the plaintiff's injuries.

"In this connection it will be as well to notice another error which is assigned to the action of the trial court in admitting testimony concerning the representa-tions that were made to the plaintiff at his home in Calhoun, Mo., by Gabe Gideon, the receiver's agent, to the effect that the mine where the plaintiff and his associates were expected to work was safe and free from gas. It is claimed by the plaintiff in error that the proof of these representations was inadmissible for the reason that Gabe Gideon had no authority to make them. It is not denied that he was authorized by the receiver to go to Calhoun, Mo., and solicit the plaintiff and some other miners to come to Hartshorne for the purpose of obtain-ing employment; neither is it denied that his expenses for making that trip were paid by the receiver. The objection to the testimony is that he was not author-ized to make a hiring contract, nor to make representations as to the condition of the mine in which the men would be expected to work. We think that this objec-tion to the testimony is untenable. It being conceded that Gabe Gideon was authorized by the receiver to induce or solicit the plaintiff and other miners to go to Hartshorne for the purpose of obtaining work, and that his expenses in making the trip were paid by the receiver, it follows, we think, that it was within the apparent scope of the agent's authority to make representations touching the condition of the mine. Laborers who were thus solicited to go some distance from their place of residence into an adjoining state in pursuit of a job would naturally desire to know something about the character of the work at that place, the wages that they would probably earn, and, if they were to work in a mine, they would doubtless desire to know something about the condition of the mine and the risks that they would be likely to incur in working in it. They would naturally assume that the agent of the employer was authorized to give informa-tion with reference to such matters. We think, therefore, that the representa-tions made by the agent touching the condition of the mine, as a means of inducing the plaintiff and others to go to Hartshorne, were within the apparent scope of the agent's authority, and that they were admissible against the employer, even though he had not expressly authorized the agent to make them. It is a well-known rule that a principal is always bound by the acts of his agent that are within the apparent scope of the agent's powers, although such apparent powers may have been limited by secret instructions of the principal that were not com-municated to those with whom the agent dealt * * * It results from what has been said that we find no material error in the proceedings of the trial court, and the judgment of that court is accordingly affirmed."

[From B. L. No. 12, September, 1897.]

LOUISVILLE, NEW ALBANY AND CHICAGO RY. CO. *v.* BATES, 45 Northeastern Reporter, page 108.—Action was brought in the circuit court of White County, Ind., by Alonzo G. Bates, administrator, to recover damages from the above-named railroad company for the death of his intestate. Judgment was rendered for him, and the railroad company appealed the case to the supreme court of the State, which rendered its decision November 11, 1896, and reversed the judgment of the circuit court.

The opinion of the court was delivered by Chief Justice Monks, and in the same he laid down certain legal principles which are quoted below:

"Appellee's intestate, while in appellant's service as brakeman, was killed when in the act of coupling cars upon appellant's road, and this action was brought to recover damages therefor, upon the ground that his death was caused by appellant's negligence. After issue was joined, the cause was tried by a jury and a special verdict rendered.

"The special verdict shows that appellant received a car from another company at Frankfort, Ind., for transportation over its lines, and that appellee (appellee's intestate) was injured while attempting to couple the same to a locomotive on appellant's road. The first question presented is as to the liability of railroad companies to employees for injuries occasioned by a defect in foreign cars received only for transportation over its lines. It is the duty of a railroad company to exercise ordinary care in furnishing reasonably safe cars and other appliances, and also to exercise ordinary care by inspection and repair to keep them in reasonably safe condition, so as not to unreasonably expose its employees to unknown and extraordinary hazards. The railroad company is not required to furnish cars or appliances that are absolutely safe or to maintain them in that condition. The company is not an insurer of the safety of the employee against injury. The company is not liable for injuries caused by hidden defects of which it has no knowledge and of which it could not have known by the exercise of ordinary care. The master is only charged with the knowledge of that which by the exercise of ordinary care he would have discovered. He is not required to resort to tests that are impracticable or unreasonable and oppressive, or which would be incompatible with the proper furtherance of business, and which are only required to insure absolute safety. If the duty of inspection has been performed with ordinary care, and a defect is found afterwards to exist, but not discovered at the time, the master is not liable for an injury caused thereby, unless he had knowledge of such defect. The duty of a railroad company as to foreign cars received in regular course of business for transportation over its lines is that of exercising ordinary care in inspecting the same to see if they are in reasonably safe condition of repair, and, if found to be out of repair, to put them in a reasonably safe condition of repair, or notify its employees of the condition of such cars. Appellant, therefore, owed its employees the duty of making the proper inspection of the car in question, and either repairing or giving notice of its defects, if any were found. The inspection which a company is required to make of such a car is not merely a formal one, but should be made with ordinary care; that is, the inspection should be such as the time, place, means, and opportunity, and the requirements and exigencies of commerce will permit. If the company has used ordinary care to secure competent inspectors, and inspection is made with ordinary care, under the circumstances, taking into consideration the time, place, means, and opportunity for inspection, and the defects, if any are discovered, are repaired or due notice thereof given to the employee, the duty resting upon the company is discharged. It is not liable for injuries caused by hidden defects which could not be discovered by such inspection as the exigencies of the traffic will permit. The company receiving such foreign car is not bound to repeat the tests which are proper to be used in the original construction of the car, but may assume that all parts of the car which appear upon ordinary examination to be in good condition are in such condition. It would seem that if such car were old, dilapidated, or obviously defective, ordinary care would require a more careful inspection than if there was nothing unusual in its appearance. A railroad company is not negligent in receiving and passing over its lines cars different in construction from those owned and used by itself, if the same are not so out of repair or in such a defective condition as can be discovered by ordinary care.

"In making an inspection it is the duty of the inspector to use the usual and ordinary tests, and such tools as persons of ordinary prudence use, if any, under like circumstances. No man is held to a higher degree of skill or care than a fair average of his trade or profession, and the standard of due care is the conduct of the average prudent man. If the inspection is made in the usual and ordinary way—the way commonly adopted by those in like business—it can not be said that it was done negligently."

[From B. L. No. 9, March, 1897.]

BREWER *v.* TENNESSEE COAL, IRON AND RY. CO., 37 Southwestern Reporter, page 549.—Action was brought in the circuit court of Marion County, Tenn., by Lewis Brewer against the company above named to recover damages for injuries sustained while in its employ. In the declaration filed by the plaintiff he alleged that it was his duty to stop all cars loaded with ore at a certain place in the company's stock house on a trestle about 25 or 30 feet above the floor; that a piece of timber about 18 inches wide and 6 inches thick had been placed parallel with and between the tracks on said trestle for servants and employees of the company to walk on while handling the cars; that said timber had been worn off by unloading ore on it until it was not more than 2 or 3 inches wide on top and defective, unsafe, and unfit for anyone to walk on; that he and others had notified the company shortly before the accident of the condition of the timber; that the company, by its agent, promised to replace it and ordered plaintiff to continue the work, which he did, rather than lose his job and relying upon the promise to repair; that one afternoon, in attempting to step from a car on to the timber his foot slipped off and he fell through the trestle into the iron ore below, and that from this fall he was severely injured. The defendant company demurred to this declaration, and the circuit court, in its decision, sustained the demurrer and dismissed the suit. The plaintiff appealed the case to the supreme court of the State, which gave its decision November 13, 1896, and affirmed the decision of the lower court.

The opinion of the supreme court was delivered by Chief Justice Snodgrass, and the following is quoted therefrom:

"It will be noticed that the declaration does not aver a defect in the walkway used any more apparent to the master than to the servant himself, or one which required special or expert skill to detect. It was a plain and obvious defect, equally within the observation and knowledge of both. It is also to be observed that there is no averment that the plaintiff was led to continue his services with the company on account of promise to repair, but only that he did not decline to work because of fear of losing his job, and that he did continue it, relying upon the express promise of defendant to repair the walkway. It is further to be noticed that there was no promise to repair in any given time, nor is it averred how long before the accident had the promise been made. The true rule on that subject is thus stated by Mr. Bailey in his work on 'The Master's Liability for Injuries to Servant' (p. 208): 'It must appear that the servant was led to continue his employment by the master's promise that the defect complained of should be removed. Where the servant does not complain upon his own account, and continues in the employment, with full knowledge of the risk, he can not recover of the master, because the latter, when the defective condition is called to his attention by the servant, gives assurances, which do not induce the servant to remain, that the defect should be remedied. * * * When there has been a promise to repair or obviate defects, and the servant has received an injury, after such promise, caused by the defect, the question then becomes one of ordinary care on the part of the employee—whether, relying upon such inducement held out by the employer, a prudent workman would take the risk, as well as whether there were reasonable grounds at the time of the injury for expecting the employer would remove the defect.' * * *

"Our cases, so far as they have gone, are in accord, Railroad Co. *v.* Smith (9 Lea, 685) and Telephone Co. *v.* Loomis (87 Tenn., 504) holding that the exercise of ordinary care is essential on the part of the servant, and that the master can not be charged with his imprudence and rashness. Neither, however, involved the doctrine of protest against the use of defective tools or machinery, and neither are they intended, nor is this, to hold that in doubtful conditions, or in a case where the servant has a right to rely upon the superior judgment of the master, the master might not be held liable, but only in plain cases, as averred in the declaration, of a defect perfectly known to both servant and master, and where it is rashness to use the walkway, and the servant can not put upon the master a liability for its use upon an indefinite promise of repair. If the plank was 18 inches wide, and had been worn until it was but 2 or 3 inches, as averred, it is clear that whatever danger might have existed in its use was perfectly apparent, and therefore one who used it must take the risk. Judgment of the circuit court is affirmed."

[From B. L. No. 12, September, 1897.]

PENNSYLVANIA R. R. CO. *v.* SNYDER, 45 Northeastern Reporter, page 559.—The original action was brought by Jesse Snyder against the Pennsylvania Railroad Company and the Lake Shore and Michigan Southern Railway Company in

the court of common pleas of Lucas County, Ohio, to recover damages for injuries received while in the employ of the last-named company as a switchman. The injury was caused by a defective car owned by the Pennsylvania Railroad Company and delivered by said company to the Lake Shore and Michigan Southern Railway Company to be transported on its line to Detroit or some other point. Snyder attempted to climb onto the car, under direction of the conductor of the train of which it was a part, while said train was in motion, and, owing to the defective condition of said car and the ladder on the end thereof, he was unable to retain his hold and was violently thrown onto the track and severely injured. During the trial of the case the plaintiff, Snyder, dismissed the action against the Lake Shore company, and the cause proceeded upon the issues between him and the Pennsylvania company. The trial resulted in a verdict and judgment for the plaintiff, which judgment was affirmed by the circuit court of Lucas County, to which the case was appealed by the railroad company. The railroad company then carried the case on writ of error to the supreme court of the State, which rendered its decision December 1, 1896, and affirmed the judgments of the lower courts.

The opinion of the supreme court was delivered by Chief Justice Williams, and the syllabus of the same, which was prepared by the court, is given below:

"1. Where companies controlling connecting lines of railway transport over their respective lines loaded freight cars of the other under a traffic arrangement by which they share the earnings, and one company delivers to the other, to be transported over its line, a car that is so defective in its equipments as to be dangerous to handle, which should have been inspected and repaired before being so delivered, and in consequence of such defective condition of the car an employee of the latter company receives an injury while handling it in the course of his employment, the negligence of the former company in delivering the car for transportation without proper inspection and repair is the proximate cause of the injury, although the employer company should also have made an inspection of the car when it was received, and was negligent in that duty. The negligence of the latter company, while contributing to produce the injury, is not an independent cause, breaking the casual connection between the injury and original negligence of the company furnishing the car for transportation, and either company, or both, may be held responsible, at the election of the party injured.

"2. The company delivering the car to the other company should anticipate that employees of the latter would go upon and handle the car, and thereby be exposed to the danger of receiving injury, as a natural and probable consequence of its defective condition, and owes to such employees the duty of using reasonable care to discover and remove its dangerous defects before it is so delivered. The services of such employees being necessary to accomplish the transportation intended, the delivery of the car for that purpose amounts to an invitation to them to go upon and handle the car in the course of their employment, and an assurance that they could safely do so.

"3. When a person, without his fault, is placed in a situation of danger, he is not to be held to the exercise of the same care and circumspection that prudent persons would exercise where no danger is present; nor can it be said that, as a matter of law, he is guilty of contributory negligence because he fails to make the most judicious choice between hazards presented, or would have escaped injury if he had chosen differently. The question in such case is, not what a careful person would do under ordinary circumstances, but what would he be likely to do, or might reasonably be expected to do, in the presence of such existing peril, and is one of fact for the jury."

[From B. L. No. 12, September, 1897.]

ATCHISON, TOPEKA AND SANTA FÉ R. R. CO. *v.* SLATTERY, 46 Pacific Reporter, page 941.—Suit was brought in the district court of Sedgwick County, Kans., by M. Frank Slattery against the railroad company above named to recover damages for injuries sustained while in the employ of said company. He was employed as a yard clerk, and when injured was riding on a switch engine from one part of the yard to another, said engine colliding with a push car, which was upon the side of the track, and a portion of said push car caught his foot and so injured it that amputation of a part was necessary. Judgment was rendered for the plaintiff, Slattery, and the defendant company carried the case on writ of error to the supreme court of the State, which rendered its decision December 5, 1896, and affirmed the judgment of the district court.

The opinion of the supreme court was delivered by Judge Johnson, and the following, showing the decision of the court upon one particularly interesting point, is quoted therefrom:

"It is further contended that Slattery assumed an obviously dangerous position n the footboard of the switch engine, and that he was riding there in violation one of the rules of the company. The rule is: 'No person will be permitted to de on an engine except the engineman, fireman, and other designated employees the discharge of their duty, without a written order from the proper authority.' 'hile he appears to have no written authority to ride, he doubtless was warnted in doing so by the well-established custom of the yards and by the sanction id approval of those in charge of them. In fact, in the present instance, he was irected by the foreman to step upon the engine and ride down to the end of the ards for the purpose of finding and marking certain cars. For several years he ad ridden back and forth upon the engine, and the yardmaster, his superior offi-er, had directed him to go upon the engine whenever it would take him to his 'ork faster than he could get there by walking. He had ridden on the engine in ie presence of the superintendent, and apparently with his sanction and approval. rdinarily the willful disobedience of a rule should be held to constitute neglience; but where the rule is habitually disregarded, and a different course has ng been pursued by employees, with the knowledge and approval of the manging officers of the company, the rule must be regarded as inoperative. We can ot hold, as a matter of law, from the testimony, that Slattery was guilty of conributory negligence."

[Form B. L. No. 12, September, 1897.]

ERSLEW ET UX. *v.* NEW ORLEANS AND NORTHEASTERN R. R. Co., 21 Southern Reporter, page 153.—Action was brought in the civil district court of the parish of Orleans, La., by William Erslew and wife against the above-named railroad company to recover damages for the death of their son, an employee of said company. Judgment was rendered for the plaintiffs and the defendant company appealed the case to the supreme court of the State, which rendered its decision December 14, 1896, and sustained the judgment of the lower court. The evidence showed that an electric street-car company had put up a guy wire which crossed over the track of the railroad company; that when the accident occurred the plaintiff's son, who was a brakeman in the service of the railroad company, was on a freight car which was being propelled rapidly along the street, and, just as he arose from his brake, his head struck the guy wire above mentioned and he was knocked off the car and so injured that he soon after died.

The opinion of the supreme court was delivered by Judge Watkins, and the syllabus of the same, which was prepared by the court, contains the following language:

"1. It is negligence on the part of an electric street-car company, in the construction and establishment of its plant, to so place one of its guy wires over the track of a steam railway company as not to afford sufficient space for the latter's trains to easily and conveniently pass without risk of danger and injury to its servants and employees.

"2. It is negligence on the part of the steam railway company to permit an electric street-car company to so construct and maintain over its tracks a guy wire that it will endanger the lives of its servants and employees.

"3. If an employee of the steam railway company knew, or ought reasonably to have known, the precise danger to him of the guy wire of the electric street-car company, in the course of his employment, and saw fit, notwithstanding, to continue in it, he might be held to have assumed the extraordinary risk as well as the ordinary risks of his service. But this consequence must rest upon positive knowledge or reasonable means of positive knowledge of the precise danger assumed."

[From B. L. No. 13, November, 1897.]

TEXAS AND PACIFIC RY. CO. *v.* BARRETT, 17 Supreme Court Reporter, page 707.—Action was brought in the district court of Tarrant County, Tex., by one Barrett against the above-named railway company to recover damages for personal injuries sustained while he was in the employ of said company. Said case was removed, on the application of the railway company, to the United States circuit court for the northern district of Texas. Judgment was rendered for the plaintiff, Barrett, and the defendant company carried the case on writ of error to the United States circuit court of appeals for the fifth circuit, by which court said judgment was affirmed. The defendant company then brought the case on writ of error before the United States Supreme Court, which rendered its decision April 19, 1897, and also affirmed the judgment of the circuit court.

The opinion of the Supreme Court was delivered by Chief Justice Fuller, and the following, quoted therefrom, sufficiently shows the facts in the case and the reasons for the decision:

"On the trial there was evidence tending to show that Barrett, while in the employment of the company as foreman in charge of a switch engine, and at work in the company's yard, was injured by the explosion of another engine with which he had nothing, and was not required to have anything, to do, and which had been placed by the foreman of the roundhouse on a track in the yard with the steam up, to take out a train; that the boiler of the locomotive, at the time it exploded, and for a considerable time before that, was and had been in a weak and unsafe state, by reason of the condition of the stay bolts, many of which had been broken before the explosion, and some of them for a long time before; that there were well-known methods of testing the condition of stay bolts in a boiler engine; and that, if any of these tests had been properly applied to the boiler within a reasonable time before the explosion, the true condition of the stay bolts would have been discovered.

"The circuit court instructed the jury, at defendant's request, 'that the master is not the insurer of the safety of its engines, but is required to exercise only ordinary care to keep such engines in good repair, and, if he has used such ordinary care, he is not liable for any injury resulting to the servant from a defect therein not discoverable by such ordinary care; that the mere fact that an injury is received by a servant in consequence of an explosion will not entitle him to a recovery, but he must, besides the fact of the explosion, show that it resulted from the failure of the master to exercise ordinary care, either in selecting such engine, or in keeping it in reasonably safe repair; and that a railway company is not required to adopt extraordinary tests for discovering defects in machinery, which are not approved, practicable, and customary, but that it fulfills its duty in this regard if it adopts such tests as are ordinarily in use by prudently conducted roads engaged in like business, and surrounded by like circumstances.'

"And thereupon further charged that a railway company is bound to use ordinary care to furnish safe machinery and appliances for the use of its employees, and the neglect of its agents in that regard is its neglect; that it is not bound to insure the absolute safety thereof, nor to supply the best and safest and newest of such mechanical appliances, but is bound to use all reasonable care and prudence in providing machinery reasonably safe and suitable for use, and in keeping the same in repair; that 'by ordinary care is meant such as a prudent man would use under the same circumstances; it must be measured by the character and risks of such business; and where such persons, whose duty it is to repair the appliances of the business, know, or ought to know by the exercise of reasonable care, of the defects in the machinery, the company is responsible for their neglect;' that 'if the jury believe from the evidence, under the foregoing instructions, that the boiler which exploded and injured the plaintiff was defective, and unfit for use, and that defendant's servants, whose duty it was to repair such machinery, knew, or by reasonable care might have known, of such defects in said machinery, then such neglect upon the part of its servants is imputable to the defendant, and if said boiler exploded by reason of said defects, and injured the plaintiff, the defendant would be responsible for the injuries inflicted upon the plaintiff, if plaintiff in no way, by his own neglect, contributed to his injuries;' but that 'the burden of the proof is on the plaintiff throughout this case to show that the boiler and engine that exploded were improper appliances to be used on its railroad by defendant; that, by reason of the particular defects pointed out and insisted on by plaintiff, the boiler exploded and injured plaintiff. The burden is also on plaintiff throughout to show you the extent and character of his sufferings, and the damages he has suffered by reason thereof. You must also be satisfied that plaintiff was ignorant of the defects in the boiler that caused its explosion, if the evidence convinces you that such was the case; and that he did not by his negligence contribute to his own injury.'

"We think that these instructions laid down the applicable rules with sufficient accuracy and in substantial conformity with the views of this court as expressed in Hough *v.* Railway Co., 100 U. S., 218, etc. Judgment affirmed."

[From B. L. No. 15, March, 1898.]

PITTSBURG AND WESTERN RY. CO. *v.* THOMPSON, 82 Federal Reporter, page 720.—This case was brought before the United States circuit court of appeals for the sixth circuit upon writ of error directed to the circuit court of the United States for the eastern division of the northern district of Ohio. Said writ was obtained by the above-named railway company, against whom a judgment had been rendered in the lower court in a suit for damages brought against the company by Samuel M. Thompson, guardian of Frank H. Wakelee, who had been injured while in the employ of the railway company as a brakeman. The decision of the United States circuit court of appeals was rendered October 5, 1897, and the judgment of

ıe lower court was affirmed therein. In its opinion said court construed the sec-nd section of an act of the Ohio legislature passed April 2, 1890, regulating the ability of railroad companies for injuries of employees, which section reads as)llows:

"It shall be unlawful for any such corporation to knowingly or negligently use r operate any car or locomotive that is defective, or any car or locomotive upon rhich the machinery or attachments thereto belonging are in any manner defec-ive. If the employee of any such corporation shall receive any injury by reason f any defect in any car or locomotive, or the machinery or attachments thereto elonging, owned, and operated, or being run and operated by such corporation, uch corporation shall be deemed to have had knowledge of such defect before and t the time such injury is so sustained, and when the fact of such defect shall be nade to appear in the trial of any action in the courts of this State, brought by uch employee, or his legal representatives, against any railroad corporation for lamages on account of such injuries so received, the same shall be prima facie vidence of negligence on the part of such corporation."

The following is the language used in the opinion of the United States circuit ourt of appeals, delivered by Circuit Judge Lurton, in regard to the above-quoted ection:

"Propositions Nos. 2, 5, 6, 7, and 8 presented different phases of the question of the presumption as to the proper inspection of cars and machinery coming upon one road from another, and of the discharge of duty by inspectors. Each of these requests was faulty in totally ignoring the Ohio statute of April 2, 1890, the sec-ond section of which provides that it shall be unlawful for any railroad company to knowingly or negligently use or operate any defective car, and that, in actions by an employee for an injury by reason of such defect, the company shall be deemed to have had knowledge of such defect, and that this presumption shall stand as prima facia evidence of negligence on the part of the company. (87 Ohio Laws, p. 149.) This act was construed by the supreme court of Ohio in Ry. Co. v. Erick, 51 Ohio St., 146, 37 N. E., 128, the court saying:

"'The presumption of knowledge of the defect before and at the time of the injury is, by this statute, chargeable to the company; and this statutory presump-tion can not be overcome by proof of facts which only raise a presumption that the company did not have such knowledge. Competent and careful inspectors are presumed to properly inspect the cars and their attachments, but such pre-sumption would not overcome the statutory presumption of knowledge of defects before and at the time of the injury. It would take an actual and proper inspec-tion, or its equivalent, to overcome the statutory presumption of knowledge of such defects. It will be noticed that this section of the statute also provides that, in the trial of a personal-injury case against a railroad company, the fact of such defect in its cars or their attachments shall be prima facie evidence of negligence on the part of such corporation. It will be noticed that it is not the servants or such as are fellow-servants that are deemed guilty of negligence, but the corpora-tion itself. In such case, when the plaintiff has shown that he was injured and that such injury was caused by defect in the cars or their appliances, the statute raises the presumption of negligence on the part of the company, and the burden of proof is thrown upon the company to overcome the prima facie case of negli-gence thus made by the statute.'

"There was no direct evidence that this car was ever inspected by this company, and the question as to whether such an inspection was ever, in fact, made by the plaintiff in error was submitted to the jury, who found that no inspection was made when received by the defendant company. The statutory presumption of negligence was therefore not overcome. The judgment must be affirmed."

[From B. L. No. 15, March, 1898.]

TEXAS AND NEW ORLEANS R. R. CO. *v.* BINGLE, 42 Southwestern Reporter, page 971.—Application was made to the supreme court of Texas for a writ of error to the court of civil appeals of the first supreme judicial district of the State to bring the case of Bingle against the Texas and New Orleans Railroad Company, in which a judgment for Bingle had been affirmed by the court of civil appeals, before it. Said application was refused and the railroad company made a motion for a rehear-ing on the same, and the supreme court rendered its decision November 29, 1897, and overruled said motion. The original action had been brought by Bingle to recover damages from the railroad company for injuries incurred while he was in its employ.

In its opinion, delivered by Chief Justice Gaines, the supreme court stated cer-tain principles of the common law, as follows:

"The servant, by entering the employment of the master, assumes all the ordi-

nary risks incident to the business, but not those arising from the master's neglect. It is the duty of the master to exercise ordinary care to furnish him a safe place in which to work, safe machinery and appliances, to select careful and skilful coworkers, and, in case of a dangerous and complicated business, to make such reasonable rules for its conduct as may be proper to protect the servants employed therein. The servant has the right to rely upon the assumption that the master has done his duty; but if he becomes apprised that he has not, and learns that the machinery is defective, the place unnecessarily dangerous, or that proper rules are not enforced, he assumes the risk incident to that condition of affairs, unless he informs the master, and the latter promises to correct the evil. In this latter event, so long as he has reasonable grounds to expect, and does expect, that the master will fulfill his promise, he does not, by continuing in the employment, assume the additional risk arising from the master's neglect. If he then be injured by reason of that neglect, he may recover, provided it be found that a man of ordinary prudence, under all the circumstances, would have encountered the danger by continuing in the service. This we understand to be the rule in the English courts. It is the rule in the Supreme Court of the United States, and is supported by the weight of authority."

[From B. L. No. 16, May, 1898.]

EAST ST. LOUIS CONNECTING RY. CO. *v.* EGGMAN, 48 Northeastern Reporter, page 981.—This was an action on the case brought by E. J. Eggman as administrator of the estate of Joseph T. Newland, deceased, against the above-named railway company for negligently causing the death of his intestate. Upon trial in the city court of East St. Louis, Ill., the plaintiff recovered a judgment for $3,500. On appeal to the appellate court of the fourth district the judgment was affirmed, and the railway then appealed to the supreme court of the State, which rendered its decision December 22, 1897, and affirmed the judgment of the lower courts.

The facts in the case and an interesting point of the decision are given in that part of the opinion of the supreme court which is quoted below:

"The declaration charges that, while the deceased was in defendant's employ as a carpenter constructing a drain near or under defendant's track on the bank of the Mississippi River in East St. Louis, the defendant's employees in charge of one of its engines attached to freight cars, negligently and carelessly ran the same upon him, thereby injuring him so that he died. It is charged that he was not a fellow-servant with those in charge of the engine, and that he was in the exercise of due care for his own safety. The negligent acts charged against the servants controlling the engine are that it was being run at a rate of speed exceeding 6 miles per hour, contrary to an ordinance of the city of East St. Louis, and that, in violation of a like ordinance, it was being run without ringing a bell upon the same; these acts of negligence being within the city limits of the city of East St. Louis and causing the alleged injury. We shall only notice a few of the points urged here for reversal.

"The first of these in natural order is that the declaration states no cause of action, and therefore the trial court erred in overruling the defendant's motion in arrest of judgment. The ground of this position is that the ordinance which the defendant is charged in the declaration with having violated was only intended to protect the public against the danger of moving trains and locomotives at public places, and could have no legal application, as between the railroad company and its employees, to locomotives being run in the company's private grounds. This same question was presented for decision in Railroad Co. *v.* Gilbert (157 Ill., 354, 41 N. E., 724) and decided adversely to the contention here urged. That case was cited and followed in Railroad Co. *v.* Eggman (161 Ill., 155, 43 N. E., 620). We have given due consideration to the argument urging the overruling of these decisions, but find no sufficient reason for so doing. The power of the municipality to pass the ordinance as reasonably tending to protect persons against injury is not seriously questioned, and we can see no good reason for holding that a person should be deprived of that protection merely because he is at the time an employee of the company, working in its yards or other private grounds."

[From B. L. No. 20, January, 1899.]

MIDDLE GEORGIA AND ATLANTIC RAILWAY COMPANY *v.* BARNETT, 30 Southeastern Reporter, page 771.—This suit was brought in the superior court of Putnam County, Ga., by Mrs. Lucinda C. Barnett against the above-named railway

ompany to recover damages for the death of her minor son, a brakeman in the mploy of said company.

The plaintiff alleged negligence on the part of the defendant in that it had left n open drain under a track in one of its yards where cars had to be coupled and ncoupled and switched back and forth. The evidence offered by the plaintiff ended to show that the deceased, while engaged in the discharge of his duties as rakeman, and without fault on his part, stepped into this drain at night, and vas run down and killed by a moving train of the defendant. The defendant enied that the drain contributed to the death of the deceased, and claimed that, f it did, it was one of the risks incident to the business which was assumed by im when he entered into the employment, and that therefore the defendant was ot liable. A judgment was rendered for the plaintiff, and the defendant brought he case on writ of error before the supreme court of Georgia, which rendered its lecision May 26, 1898, and sustained the judgment of the lower court.

The opinion of the court was delivered by Presiding Justice Lumpkin, and from he syllabus of the same, which was prepared by the court, the following is uoted:

"The rule of law that an employee takes the risks usually incident to the work n which he is employed does not exempt the master from liability for the death of a servant resulting from the negligent failure of the master to furnish the servant with a safe place in which to work, if, at the time his death was occasioned, he was free from contributory negligence."

[From B. L. No. 19, November, 1898.]

BUSSEY *v.* CHARLESTON AND WESTERN CAROLINA RAILWAY COMPANY, 30 Southeastern Reporter, page 477.—The plaintiff, Bussey, an employee of the abovenamed railway company, was injured, as he claimed, on account of the negligence of said company in furnishing unsafe appliances. He sued the company for damages, and on trial in the common pleas circuit court of Edgefield County, S. C., a judgment was rendered in his favor. The railway company appealed the case to the supreme court of the State, which rendered its decision June 29, 1898, and affirmed the judgment of the lower court.

Several interesting points of law as laid down by the court in its decision are given below in the language used by Judge Gary, who delivered the opinion of the court:

"The third exception imputes error as follows, to wit: '(3) In charging the jury, at one portion of his charge, in connection with the defendant's ninth request, as follows: "That the plaintiff was in the employ of this railroad company for certain purposes, and he must exercise, as any prudent man must, his faculties for ascertaining and determining whether there is danger, and whether it is necessary—whether he is required by the obligation of his contract—to incur that danger; and, if he is not so required, if the jury are satisfied that he is not required to incur the danger, and still, in disregard either of his own knowledge of the danger or the warning of others, he still remains in the place of danger, then that constitutes negligence on his part; and so I charge you that proposition." And at another time in charging, as requested by the plaintiff, as follows: "The law places the duty on the master, and not on the servant, to exercise due care and diligence to ascertain whether the appliances furnished are safe and suitable. And a servant has the right to assume, without inquiry or without examination, that the appliances furnished him are safe and suitable." The effect of these conflicting instructions being to leave the jury in doubt, and uninstructed, as to whether the plaintiff, under the circumstances of this case, was bound to exercise any care in determining whether it would be safe for him to act as he did act at the time of the accident.'

"It will be observed that the only error of which this exception complains is that the effect of the two instructions was to leave the jury in doubt, and uninstructed, as to whether the plaintiff was bound to exercise any care in determining whether it was safe for him to act as he did at the time of the accident. When the language contained in the first quotation set forth in the exception is analyzed, it will be seen (1) that the plaintiff was required to exercise ordinary care in determining whether there was danger; (2) that he was required to exercise ordinary care in determining whether it was necessary, under the obligations of his contract, to incur that danger; and (3) that if, in disregard either of his own knowledge of the danger, or the warning of others, he still remained in the place of danger, then that would constitute negligence on his part. Not only did the presiding judge charge the jury as to the care which the plaintiff was bound to exercise under the circumstances, but he charged the law too favorably to the defendant. It is the duty of the master to provide suitable machinery and appli-

ances, and to keep them in proper repair. The employee has the right to assume that the master has discharged his duty in this respect, and is not bound to exercise care in ascertaining whether the master has so acted. When, however, the employee has knowledge or receives warning that the master has not furnished suitable machinery, or that it has not been kept in proper repair, so that it has become dangerous, and he continues to use the same after such knowledge or warning, then it is a question to be determined by the jury whether, under the circumstances, the employee failed to exercise ordinary care and prudence, and was thereby guilty of negligence. The circuit judge is only allowed to charge that there is negligence on the part of the employee when but one inference can be drawn from the conduct of the employee. In all other cases the question of negligence is to be determined by the jury. In this case more than one inference could reasonably be drawn from the testimony, and the presiding judge charged too favorably to the defendant in saying that the facts mentioned in the exception, if found to be true, would constitute negligence. Inferences to be drawn from the facts are ordinarily for the consideration of the jury. The instructions mentioned in the exceptions relate to distinct principles, and are not inconsistent.

"The sixth exception alleges error as follows: '(6) In charging the jury as follows: "While it is true that a servant who enters the employment of another assumes the ordinary risks of business, this would not include the risks of working with unsafe appliances; for the master is bound to supply his servants with sound and safe appliances, and to keep the same in sound and safe condition;" thus instructing the jury, in effect, that the master was bound in law to guaranty the soundness and safety of all machinery he furnishes his employees. And this instruction to the jury, defendant submits, is further erroneous in that it did not take into consideration latent defects in machinery, but was calculated to lead the jury to believe that so far as any defects in machinery are concerned, whether patent or latent, an employee takes no risk with reference thereto.' The charge stated in general terms a correct proposition of law, and, if the defendant desired that the presiding judge should have charged more specifically, it had the right to present requests to that effect. Furthermore, when this part of the charge is considered in connection with the other parts of the charge it will be seen that the presiding judge did not, in effect, instruct the jury that the master was bound in law to guaranty the soundness and safety of the machinery furnished an employee.

"The seventh exception complains of error as follows: '(7) In charging the jury, as requested in the ninth request, that the constitution of 1895 enlarged the rights of the employees of railroad companies to recover for injuries, as therein stated, and in defining such request to the jury as he did.' The ninth request is as follows: '(9) That the constitution of this State of 1895 has enlarged the rights of an employee of a railroad corporation as to his remedies for any injury *suffered* by him from the acts or omissions of said corporation or its employees, and he now has the same right to recover for an injury as other persons not employees have, when the injury results from negligence of a superior agent or officer of the corporation, or of a person having a right to control or direct the services of a party injured; and if the jury find from the evidence that the plaintiff was injured while in the service of the defendant, and that at such time he was working under the direction of a servant of the defendant who had the right to control or direct the services of the plaintiff, and that the injury to the plaintiff resulted from the negligence of such servant of the defendant, then the plaintiff would be entitled to recover.' His honor said: 'I charge you that. It means that if the negligence of this superintendent, and his agents, of this railway company caused the injury, that was negligence of the railway company itself. The principal is liable for the negligence of his agent in the course of his employment. Waiving the objection to the exception on the ground that it is too general for consideration, we see no error in the ruling of the presiding judge.

"The eighth exception alleges error as follows: '(8) In charging as requested in the tenth request, and thus making it obligatory on the jury to include the matters therein mentioned, in assessing plaintiff's damage.' The tenth request is as follows: '(10) If the jury find for the plaintiff, then he would be entitled to recover for all actual damages which he has sustained, and this would include loss of time, nurses, as well as for bodily pain and anguish of mind induced by the hurt, and all damages, present and prospective, which are naturally the proximate consequences of the act done and the injuries received, not only present loss, or that which has already occurred, from the incapacity of the injured party to attend to his ordinary pursuits, and expenses which he has incurred for other necessary outlays, but as only one action can be brought, and only one recovery had, it is proper to include in the estimate of damages compensation for whatever it may be reasonably certain will result from future incapacity in consequence of

injury. So, also, his loss of capacity for work or attention to his ordinary siness must be included, whether it be physical or mental, present or prospec-e.' Waiving the objection to this exception on the ground that it is too gen-al, we see no error in the charge."

[From B. L. No. 17, July, 1898.]

CHICAGO, BURLINGTON AND QUINCY RAILROAD CO. *v.* KELLOGG, 74 Northwestern Reporter, page 454.—This action was brought by George Kellogg against the ove-named railroad company to recover damages for personal injuries received hile an employee of said company. A judgment was rendered for Kellogg in e district court of Phelps County, Nebr., and the railroad company carried the se on writ of error to the supreme court of the State, which rendered its decision arch 3, 1898, and affirmed the judgment of the lower court.

The opinion of said court was delivered by Chief Justice Ragan, and the facts the case and the important reasons for the decision are shown in the following notation therefrom:

"The first argument is that the petition does not state a cause of action. Kelgg in his petition in substance alleges that on the 7th of August, 1892, he was a tation agent of the railway company at Bertrand, Nebr.; that it was his duty as uch agent to set the brakes on cars left by passing trains on the side tracks at that tation, to prevent the wind blowing the cars off the side track onto the main line; hat about 10 o'clock in the evening of said date he went upon a car standing on side track at his station for the purpose of setting a brake thereon, and that as e turned the brake a wire, which connected the brake chain with the brake rod, broke, precipitating him from the car on the bumpers thereof, and injuring him; hat he had no knowledge of the defective condition of the brake; that the company had negligently permitted this brake to become and remain out of repair, in this, that the chain which connects the brake with the brake rod should be fastened to the latter by a half-inch iron bolt; that this had been lost out, and someone had connected the rod and chain with a wire which was wholly unfit for that purpose. It is now insisted that this petition does not state a cause of action, because it does not allege that the company knew that the brake was out of repair, had been improperly repaired with a wire, or that it had been in that condition for such a length of time that the company should be charged with notice of its defective condition. We think this argument untenable. It is the duty of a master, at all times, to furnish his servants with tools and appliances reasonably safe and fit for the purposes for which they are designed; and if a servant, where the defect of an appliance is not obvious, and where he has no knowledge of such defect, and is not charged with the duty of knowing such defect without negligence on his own part, is injured while attempting to use in the service of the master a tool or appliance designed for the work in hand, the master is liable for such injury. Since it was not the duty of the station agent to inspect this brake, nor to repair it if he found it defective, and since he did not know that the brake was out of order, he had the right to presume that it was in proper condition and reasonably fit for the purposes for which it was intended; and the general allegation that the railroad company had been guilty of negligence in permitting the brake to become and remain out of repair, coupled with the other allegations of the petition as to the plaintiff's duty, and his want of knowledge of the defective condition of the brake, rendered the petition invulnerable to demurrer.

"A second argument is that the judgment can not stand because Kellogg's injury resulted from the negligence of a fellow-servant. It is true that, in the absence of a statute, the general rule is that a master is not liable to one servant for an injury which he has sustained through the negligence of a fellow-servant. In this case the evidence shows that the railroad company has in its employ, at various stations along its road, car repairers or inspectors whose duty it is to inspect the cars of the company, the wheels and brakes, and other appliances thereof, and if a brake is found out of order, to repair it. The evidence does not disclose that it was the duty of the station agent (Kellogg) to inspect the cars that came to his station, nor, should he discover that a car or an appliance thereof was out of order, that it was his duty to repair it. In the case at bar, if we are to consider that the verdict of the jury includes a finding that Kellogg, the station agent, was not a fellow-servant of his coemployee, the car repairer or inspector, the evidence in the record justifies that finding; and if, from the admitted facts, it is for us to say, as a matter of law, whether the station agent and the car repairer or inspector were fellow-servants, then we answer that they were not.

"The master's liability in a case like the one at bar does not rest upon an exception

to the general rule that a master is not liable to one servant for an injury caused to the latter by the negligence of a fellow-servant. It rests upon the principle that it is the duty of a master to furnish the servant tools and appliances reasonably fit and safe for the performance of the duties required of the servant; and if the master delegates to a servant the selection, inspection, and furnishing of these tools and appliances, such a servant then stands in the place of the master, and such servant's neglect in the premises is the master's neglect. Or, applying the rule to the case at bar, the common master delegated to the car inspector the duty of inspecting and repairing these brakes. That car inspector then, in that matter, stood in the place of the railway company itself, and the car inspector's relation to the station agent was not that of a fellow-servant, but of vice principal. Judgment affirmed."

[From B. L. No. 18, September, 1898.]

HESSE *v.* COLUMBUS, SANDUSKY AND HOCKING RAILROAD CO., 50 Northeastern Reporter, page 354.—Action was brought by Gertrude Hesse against the above-named railroad company in the court of common pleas of Perry County, Ohio, to recover damages for the death of Neil Hesse, an employee of said company, and of whose estate she was the qualified administratrix. From a judgment in her favor the case was appealed to the circuit court of Perry County, which reversed the judgment of the court of common pleas. She then carried the case, on writ of error, to the supreme court of the State, which rendered its decision March 22, 1898, and sustained the decision of the circuit court. It was alleged by the plaintiff in her petition that on the 4th of January, 1896, and prior thereto, Neil Hesse was employed as a fireman on the defendant's locomotive No. 85; that said company, in violation of its duty, negligently and carelessly provided him with a defective and unsafe locomotive, which, while being so used by him, in consequence of its weak and defective condition, and without fault on his part, exploded, whereby he was immediately killed. Said petition did not allege that Hesse was ignorant of the defective condition of the engine.

One of the reasons upon which the circuit court reversed the judgment of the court of common pleas was that "the petition does not state a cause of action." Upon this point Judge Shauck, in the opinion of the supreme court, which was delivered by him, speaks as follows:

"The general rule is established in this State and elsewhere that in an action by a servant against his employer for an injury resulting from the latter's negligence in furnishing machinery or appliances, about which the servant is employed, the plaintiff must allege that he was ignorant of the defect from which the injury resulted; or that, having knowledge of such defect, he informed the employer, and continued in the service, relying upon his promise to remedy the defect. This requirement is not answered by an averment that the injury occurred without fault of the plaintiff. Acquiescence with knowledge is not synonymous with contributory negligence. One having full knowledge of defects in machinery with which he is employed may use the utmost care to avert the dangers which they threaten. The servant must be required to communicate to his employer such knowledge as he may have of defects in machinery or appliances about which he is employed, or the law will not be administered according to the reason which is its life. Fully justified by considerations of policy, the courts require of railway companies with respect to their patrons and the public the exercise of that high degree of care which is commensurate with the dangers of their operation. To the end that such care may be exacted from them, they are, with obvious propriety, charged with knowledge of such defects as are or might be discovered by the senses of their officers and employees. It is with like propriety that the communication of such knowledge is required from all with whose knowledge they are chargeable.

"But the most confident contention of counsel for the plaintiff is that the act of April 2, 1890 (87 Ohio Laws, 149), releases the employee of a railroad company from this general rule. The act applies to railroad corporations only. Reliance is upon the second section of the act, which is as follows:

"'SECTION 2. It shall be unlawful for any such corporation to knowingly or negligently use or operate any car or locomotive that is defective, or any car or locomotive upon which the machinery or attachments thereto belonging are in any manner defective. If the employee of any such corporation shall receive any injury by reason of any defect in any car or locomotive, or the machinery or attachments thereto belonging, * * * such corporation shall be deemed to have had knowledge of such defect before and at the time such injury is so sustained, and when the fact of such defect shall be made to appear in the trial of any action in the courts of this State brought by such employee, or his legal rep-

esentatives, against any railroad corporation for damages, on account of such njuries so received, the same shall be prima facie evidence of negligence on the part of such corporation.'

"'The act, by its terms, affects the rules of evidence. It does not affect the luty of the employee, nor the rules of pleading with respect to it. In the cases o which it applies it raises against the corporation a prima facie presumption of negligence from evidence showing that the employee received an injury by reason of a defect in the car or locomotive, or the machinery or attachments thereto belonging. In Coal Co. *v.* Norman the general rule governing cases of this character is stated: 'The servant, in order to recover for defects in appliances, must establish three propositions: (1) That the appliance was defective; (2) that the master had, or should have had, notice thereof; (3) that the servant did not know of the defect.' The force of the statute under consideration is wholly expended in relieving the servant of the duty of establishing the second of these propositions. His duty with respect to the first and third remains wholly unaffected."

[From B. L. No. 18, September, 1898.]

HOLMES *v.* SOUTHERN PACIFIC CO., 52 Pacific Reporter, page 652.—Action was brought in the superior court of the city and county of San Francisco, Cal., by Lillian Holmes, administratrix of the estate of William E. Holmes, deceased, to recover damages for the death of decedent. The evidence showed that Holmes, while in the employ of the company above named and while engaged in the line of his duty in coupling some cars, was caught between them and crushed so as to cause his death. From a judgment for the plaintiff and an order denying a new trial the defendant company appealed to the supreme court of the State, which rendered its decision March 24, 1898, and reversed the judgment of the superior court,

Upon one point of some interest the opinion of the supreme court, which was delivered by Judge Temple, reads as follows:

"Counsel have argued at considerable length the effect of a certain rule made by defendant, and to which the attention of the deceased was called at the time of his employment. Rule 215, among other things, provides that 'employees are enjoined before coupling cars or engines to examine and know the kind and condition of the drawhead, drawbar, link, and coupling apparatus. * * * Sufficient time is allowed and may be taken by employees in all cases to make the examination required. Coupling by hand in all cases is strictly forbidden when a stick or proper implement can be used to guide the link,' etc. Upon the trial plaintiff introduced testimony to the effect that the rule had been not only habitually but universally disregarded; and also the following, brought out on cross-examination: 'Q. Do you know anything about the use of a stick to guide the link into the drawbar?—A. They say some people use them, but I would laugh at them if I saw them using them. Q. It is used for the purpose of coupling it from between the cars and guiding the link into the place instead of using the hand?—A. You might think so, but it is utterly impossible. Q. What is it used for?—A. They can not make a coupling; they might say it in the books, or any book, but they can not do it. Q. So far as your experience is concerned?—A. Yes; or anyone else.' Upon this the defendant asked the court to charge the jury, as matter of law, 'that the rule was reasonable, and that employees have no right to judge of the reasonableness of the rule, but must obey it as long as they remain in the employ of the company, and the fact that the rule may be impracticable and not observed does not excuse the employee who is injured by its nonobservance from negligence. Therefore, if you believe from the evidence that if William E. Holmes had followed the rule of the company and used a stick to make the couplings he would not have been injured, then the mere fact that the rule was impracticable or not observed will not excuse the negligence of Holmes in not following the rule.' The court refused this instruction, and the ruling is assigned as error. If the rule was utterly impracticable, or rendered so by the mode and conditions under which service was required, and the servant is injured because not following an impracticable rule, and can not, therefore, maintain an action for damages, then the rule is plainly not for the protection of the servant, but of the employer. It is a provision relieving the employer from the obligations imposed upon him by law to use ordinary diligence in furnishing safe appliances with which to work and safe conditions for the performance of the service. So far as the rule has that effect it is against public policy and void. The employer is conclusively presumed to know how the service is habitually performed. Where the usual mode is departed from, the presumption would not prevail; and to make such a rule as this of any avail, even if not otherwise objectionable, the work must be so con-

treasury as a part of its funds for the care of its sick and disabled employe but contends that, as appellee did not give his written consent to such re tion, he has, therefore, by reason of appellant's said wrongdoing, no right the benefit which appellant promised him in return for the money so exac We do not think the complaint shows any agreement on the part of appell violate the statute in question. It is alleged, simply, that the appellant undertaken, as a part of the contract of employment, to provide surgical and cal attendance and care to the appellee, as the same should be rendered necess by casualty and accident, and to treat him for injuries received while in its vice; that, consequently, on the happening of appellee's injury, appellant in duty bound to furnish him such medical and surgical services, and appellant, recognizing its said duty, did send appellee first to the Emerge Hospital at Detroit, and then to the hospital at Peru, to receive the care attention originally promised. Such undertaking to provide surgical and me cal care is not, by the statute (sections 2300 and 2301, above), made void part of the contract of service. The provision of the statute is that it be unlawful for a railroad company 'to exact from its employees, with first obtaining written consent thereto in each and every instance, any tion of their wages for the maintenance of any hospital, reading-room, libra gymnasium, or restaurant.' If the appellant did, indeed, exact any such tributions without the written consent of appellee, which does not appear fr the complaint, that was not a wrong for which appellee can be held liable. was the act of appellant, and it is a familiar principle that one can not tak advantage of his own wrong. As to the deductions from appellee's wages, appears from the complaint that appellee had no voice in the matter, but appellant had 'for 7 years, the period of appellee's service, deducted and tak from his monthly wages the sum of 50 cents per month, with which to reimbur and recompense itself for expenses and charges incurred or rendered necessary treating or providing surgical and medical treatment for plaintiff.' It would strange, indeed, if appellant, while retaining this money, could now claim appellee had no right to the promised benefit from the money so retained, for reason only that appellant had no right to so retain it. Even if such unlaw retaining by appellant could, in any way, be considered as a contract on the p of appellee, still, as said in 9 Am. and Eng. Enc. Law, 910, 'an innocent *par* defrauded by a guilty one may have redress as to him.' The law is aimed at wrongdoer. So it was said in Stockwell *v.* State, 101 Ind., 1: 'The general r is that contracts in violation of law are void, but this rule will not be extend and applied to a case like this, so as to enable the wrongdoer to take advantage his own wrong against an innocent party.' It is not shown here, either in th complaint or by the evidence, that the appellee was guilty of any violation *of* statute in suffering a part of his wages to be retained by the appellant.

"The first reason given to show that the court erred in overruling the moti for a new trial is substantially the same as that urged against the sufficiency the complaint; that is, that, under the statute above cited, appellant had no righ without appellee's written consent, to make deductions from his wages, in orde to reimburse itself for care given or to be given to him in case of sickness or ac dent. We think we have shown this reasoning to be unsound. Appellant may not thus visit its own wrong upon the head of appellee. Appellee's evidence showed that he worked for the company 7 years; that he was hired by one Ste berg, who employed and discharged men and directed them in their work; that when the first pay car came along, Sternberg explained the matter of deducting monthly amounts from his wages, saying: 'The company's surgeons and physicians would treat me and all my nursing would be done, and that they had trained nurses, and that they could take care of the men better at the hospital than any man could be taken care of at home. I told him I never had been sick any, and I would rather not pay the hospital fee and run my own chances and take care of myself. He said, if I worked for the company I would have to pay it. If I didn't want to pay it I would have to quit working for the company. * * * I didn't make any kick about it after that, and it was always taken out of my wages.' T the same effect was the company's book of rules, which was introduced in evidence. The first rule set out in the book of rules is as follows: '(1) In order to provide a fund for the support of a hospital and the care of the sick and injured employees, a deduction will be made on the pay rolls from the pay of each employee as follows: Where the pay of an employee amounts to $50 or more per month a deduction of 50 cents will be made; where the pay of an employee amounts to less than $50 per month a deduction of 35 cents will be made. The above deductions will be made in all cases where the employee is in continuous service or has worked as many as 15 days in such month.' We do not think anything further is needed

show that appellant had assumed an obligation to care for its injured employee, d that it can not now thrust that obligation aside under the plea that it had no ght, under the statute, to take from the employee, without his written consent, part of his wages, monthly, during his 7 years' service. If the company should el that, by reason of the violated statute, it could not conscientiously carry out s promise to care for the appellee, then it ought, at least, in compliance with e dictates of the same good conscience, return, with interest, the money which had so persistently retained from his wages."

Here the court considers certain evidence heard on the trial, and concludes that was sufficient to warrant the jury in deciding, as they did, that Dr. Higgins was ıilty of malpractice, and that the company, through Dr. Morehouse, its chief ırgeon, was negligent in failing to remove Dr. Higgins after learning of his ıbits and consequent inefficiency, and then continues as follows:

"Counsel finally contended that, even if malpractice on the part of Dr. Higgins nd failure on the part of Dr. Morehouse to remove him after learning of his ineffiiency are shown by the evidence, yet appellant is not liable, for the reason that is shown that the hospital system is managed by a board of trustees, consisting f 'the vice-president, the general manager, and the assistant secretary of the Vabash Railroad Company,' and all general officers of the road, and members of he executive department; and also because the funds for the support of such hosital system are made up of deductions from the wages of the employees of the ompany, which funds, it is said, are confided to the management of said trustees. Ve think that, even from what has already appeared from the record, a much loser relation is shown between the company and its hospital system than counel would have us understand. From the moment the employee begins work until ıis treatment in the hospital on account of sickness or accident, the hospital lepartment, as we think, is shown to be as closely connected with the administraion and management of the road as any other department of the company's busiıess. Everything is superintended and directed by the company, the hospital)fficers acting and reporting precisely as officers of other divisions of the company's affairs.

"The evidence, all considered, shows clearly that the property of the medical lepartment, quite the same as the property of any other department of the road, is wholly under the control and management of the company; and that, although the funds for its support are drawn from the wages of the employees, they are but nominally in the hands of the trustees named, and are so held by them merely for the convenience and advantage of the company. So far as the trustees act in relation to such property, they act as officials of the company. The company undertook to care for its disabled employees out of moneys derived from their own monthly wages, and the plan devised for the hospital department has been contrived as the means of carrying out that undertaking. Whatever defects may be found in the plan adopted, or in the manner in which it has been conducted, it appears, on the whole, to be a wise and praiseworthy undertaking. It would, however, be a great wrong to hold that the obligation to comply with the duty so assumed by the company could be lightly thrust aside by laying it upon the shoulders of the officials who, under the direction of the company, are placed in charge of the several hospitals and relief system established by the company itself. Here, as in Railway Co. *v.* Sullivan (141 Ind., 83; 40 N. E., 138), the appellant company, having undertaken to provide its injured and sick employees with medical and surgical assistance, was bound to exercise reasonable diligence in the selection and retention of its physicians and other attendants. This reasonable diligence included, of course, the duty to supervise the work of its hospitals, and to discharge any appointees who, although reasonably competent at the time of their appointment, had, on account of the use of intoxicants and narcotics, or for other causes, since become incompetent. This was particularly the case where the incompetency of the surgeon in chief had become notorious in the community, so that the appellant's supervising officials must have, or at least ought to have, known it. Having found no available error in the record, the judgment is affirmed."

[From B. L. No. 23, July, 1899.]

CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO. *v.* BAKER, 91 Federal Reporter, page 224.—August Baker, a brakeman in the employ of the above-named railway company, was injured while attempting to uncouple two moving cars, and he alleged that the injury was caused by the failure of the company to equip its cars with grab irons or hand holds, as required by chapter 196, acts of 1892–93 (act of Congress of March 2, 1893, 27 Stat., 531). He sued the company for damages and judgment in his favor was rendered in the United States

This grab iron was attached to the end of a foreign car, which belonged to the Grand Trunk Railway Company, which had been received the day before from a connecting railway company. The grab iron was of the usual construction and had been attached to the end of the car, in the usual way, by two screws, each from 3 to 4 inches in length, one being at each end of the iron. An examination after the accident disclosed the fact that one of these screws was badly rusted and had long been broken, so that it supported one end of the iron by a stub about one-half inch in length which rested in wood much decayed. The screw at the other end appeared to have been freshly broken or wrenched in two; a part being pulled out with the grab iron when it came off the car. That this defective grab iron was the direct cause of the death of the intestate was not disputed. It constituted an attachment upon a car at the time being operated by the receiver upon the line of railway within the State of Ohio.

"The Ohio act of April 2, 1890 (p. 149, acts of 1890), so far as it bears upon the facts of this case, furnishes a rule of law which must govern its disposition. The second section of that act makes it unlawful for any railway corporation knowingly or negligently use or operate any car that is defective, or upon which any attachment thereto belonging is defective. It also provides that, if any employee of any such corporation shall receive any injury by reason of any defective attachment thereto belonging, the corporation 'shall be deemed to have had knowledge of such defect before and at the time such injury was so sustained,' and that, when the fact of such defect shall be made to appear by such employee or his legal representatives in an action against any such railroad corporation for damages on account of such injuries so received, the same shall be 'prima facie evidence of negligence on the part of such corporation.' This section of the statute recognizes no distinction between the liability of a railway company for injuries sustained by its employees through the operation of defective cars owned by such corporation and injuries sustained from defects in foreign cars. The statute applies to cars 'owned and operated, or being run and operated, by such corporation.' The liability is the same in either case. How, then, may the prima facie evidence of corporate negligence be rebutted? Prior to the passage of this act the decisions of the supreme court of Ohio were to the effect that a railroad company was not liable to a brakeman for the negligence of a car inspector, it being held that the brakeman and the inspector were fellow-servants. The third section of this act changes the law of fellow-servant in the cases to which it applies. That section provides that: 'In addition to the liability now existing by law, that every person in the employ of such company, actually having power or authority to direct or control any other employee of such company, is not the fellow-servant but superior of such other employee; also that every person in the employ of such company, having charge or control of employees in any separate branch or department, shall be held to be the superior and not fellow-servant of employees in any other branch or department who have no power to direct or control in the branch or department in which they are employed.'

"This section would seem to have no bearing upon the case now to be decided, inasmuch as the inspector employed by the receiver had no subordinates, and had no power 'to direct or control any other employee' of the receiver. He was sole inspector, with no power of direction or control and no assistants. The situation is, therefore, unique. The inspector, under the decisions of the Ohio courts, which doubtless constituted a part of 'the now-existing law' referred to in this section was the fellow-servant of the brakeman. This 'now-existing law' is not changed by this section, except in so far as specifically provided by this enactment. Conceding, therefore, that the third section has no application to the peculiar facts of this case, we reach the inquiry as to the effect of the second section, which creates a statutory presumption of corporate knowledge of the defect from evidence of its existence and an injury sustained by an employee engaged in operation of such defective car. Is that prima facie case rebutted by evidence that the railroad corporation had furnished a sufficient and competent inspector? This question finds its answer in the case of Railway Co. *v.* Erick (51 Ohio St., 146–162, 37 N. E., 128). One of the questions in that case arose upon the refusal of the trial court to instruct the jury that if the company had employed a competent inspector, whose duty it was to carefully inspect all cars and their appliances before they were permitted to go out, the company would not be liable if he neglected to make such inspection. This in various forms was refused. The supreme court held that the presumption of knowledge of the defective condition of the car in question, raised by the proof of the defect and injury, under the second section of the act of April 2, 1890, was not rebutted by proof of the employment of a competent and sufficient inspector. Upon this question the court said:

"'The presumption of knowledge of the defect, before and at the time of the

y . is, by the statute, chargeable to the company; and this statutory presumption an not be overcome by proof of facts which only raise a presumption that ompany did not have such knowledge. Competent and careful inspectors resumed to properly inspect the cars and their attachments, but such pretion would not overcome the statutory presumption of knowledge of defects e and at the time of the injury. It would take an actual and proper inspection, s equivalent, to overcome the statutory presumption of knowledge of such cts. It will be noticed that this section of the statute also provides that, in rial of a personal-injury case against a railroad company, the fact of such et in its cars or their attachments shall be prima facie evidence of negligence he part of such corporation.'

Aside from the effect to be given to the second section of the act of 1890, we that the duty of inspecting foreign cars is a duty due from the master to his ant, and that the master is responsible to the servant for all defects which ld be disclosed by a reasonably careful inspection. The well-known course of iness pursued by carriers in this country involves so large a use of foreign cars o make it inadmissible that any distinction should be recognized between the y of caring for the safety and protection of employees engaged in operating h cars and that exacted in respect to cars owned or controlled by the carrier. ployees can no more be said to assume the responsibility for injuries due to the ective condition of foreign cars than they can be said to assume the risk aris; from defects in domestic cars which might have been discovered by proper pection. In the one case as much as in the other the inspector is discharging duty of the master to his servants, and for his negligence in this particular the ster is responsible. The question is one of general and not local law, unless ntrolled by statute. It is therefore a question for the courts of the United ates to decide upon their own judgment as to the common law controlling the estion.

"The rule which we deduce as having the support of the weight of authority id reason is that a railroad company owes to its servants engaged in handling operating foreign cars the legal duty of not exposing them to dangers arising om defects which might be discovered by reasonable inspection before they are dmitted into its trains.

"This rule was appoved and applied in Railroad Co. *v.* Mackey (157 U. S., 2–91; 15 Sup. Ct., 491). In concluding a discussion of the question, the court, peaking by Justice Harlan, said:

"'We are of opinion that sound reason and public policy concur in sustaining he principle that a railroad company is under a legal duty not to expose its emloyees to dangers arising from such defects in foreign cars as may be discovered y reasonable inspection before such cars are admitted into its trains.'

"In the later case of Railway Co. *v.* Archibald (170 U. S., 655–669; 18 Sup. Ct., 777) the Supreme Court again had under consideration the duty of a railroad company to its servants in respect to foreign cars, and followed the doctrine announced in the case of Railroad Co. *v.* Mackey, cited above, saying:

"'That it was the duty of a railroad company to use reasonable care to see that the cars employed on its road were in good order and fit for the purposes for which they were intended, and that its employees had a right to rely upon this being the case, is too well settled to require anything but mere statement. That this duty of a railroad as regards the cars owned by it exists also as to cars of other railroads received by it, sometimes designated as foreign cars, is also settled.'

"That this duty is not discharged by merely furnishing an inspector competent to discharge the duty is very clear, and that this was the holding in both the cases decided by the Supreme Court of the United States, and cited above, is most apparent from an examination of the facts in the cases, as well as from the language employed by the court in considering the duty as one identical in character with that resting upon the master in respect to the inspection of his own cars before admitting them into its trains. That the master is responsible for the negligence of such an inspector, and that the inspector is not the fellow-servant of those operating such foreign cars, is the necessary conclusion from the character of the duty.

"The inspector testified that he did inspect this car upon the day it was received, being the day before the happening of the accident. But it is manifest that his testimony is not based upon any memory of this particular car, but depended upon his habit and the record made of cars inspected. Did he in truth and fact test this particular grab iron by any means likely to disclose its weakness? The condition of the screw supporting one end, and of the wood into which it was screwed, was such, as disclosed by examination after the accident, as to make it obvious that any strain thrown upon that end would disclose the weakness with

which it was attached. [illegible] the respective middle [illegible] any other [illegible] weak end of this structure. If the [illegible] a middle [illegible] it [illegible] practical test as was [illegible] and [illegible] [illegible] exposed, would [illegible] a jury to [illegible] [illegible] all was made, or that if made it was [illegible] [illegible] circumstances were such that it was [illegible] [illegible] Let the judgment be affirmed.

From A. L. No. 8 November [illegible]

CHAMBERLAIN v. PHELPS et al. Federal Employers' [illegible] —This action was brought by one Phelps, an express messenger in the employ of the [illegible] Express Company, against the Chamberlain, the receiver of the Southern Railway Company, [illegible] damages for injuries sustained by said Phelps, while acting as a train [illegible] of the said railway company, in the [illegible] of his duties as such express messenger by the railway company. It was [illegible] [illegible] [illegible] way company and the express company, the effect [illegible] express messenger was injured in the course [illegible] of their employment as to [illegible] [illegible] [illegible] and that [illegible] the United States [illegible] [illegible] [illegible] the United States [illegible] [illegible] [illegible]

he express company accorded the plaintiff free transportation at his own
yet it is well established that such a contract will not relieve the railroad
responsibility for an injury resulting from the negligence of its agents.
of the earliest decisions of the Supreme Court on this question is Railroad
. Derby, (14 How. 467). In this case the plaintiff below was president of
ier company and a stockholder in the road on which he was riding. He was
ie road by invitation of the president of the company—not in the usual pas-
er cars, but on a small locomotive car used for the convenience of the offi-
of the company—and paid no fare for his transportation. The railroad
pany defended on the ground that no cause of action can arise to any person
eason of the occurrence of an unintentional injury while he is receiving acts
indness which spring from mere social relations, and as there was no con-
t between the parties, express or implied, the law would raise no duty as
veen them, for the neglect of which an action can be sustained. The Supreme
rt said: 'The liability of the defendants below for the negligent and injuri-
act of their servant is not necessarily founded on any contract or privity
veen parties, nor affected by any social relation, or otherwise, which they
e to each other.'

Railroad Co. *v.* Lockwood (17 Wall., 357), is a leading case on this subject.
e court there held: '(1) That a common carrier can not lawfully stipulate for
mption from responsibility, when such exemption is not just in the eye of the
r. (2) That it is not just and reasonable, in the eye of the law, for a common
rier to stipulate for exemption from responsibility for the negligence of him-
f or his servants. (3) That these rules apply both to carriers of goods and
riers of passengers for hire, and with a special force to the latter. (4) That
lrover traveling on a pass, such as was given in this case, for the purpose of
king care of his stock on the train, is a passenger for hire.'

'In Waterbury *v.* Railroad Co. (17 Fed., 671) the doctrine is thus stated (syl-
bus): 'The right which a passenger by railway has to be carried safely does
t depend on his having made a contract, but the fact of his being there creates
duty on the part of the company to carry him safely. It suffices to enable him
maintain an action for negligence if he was being carried by the railroad com-
any voluntarily, although gratuitously, and as a matter of favor to him.'

"The principles recognized in the cases we have cited, and in numerous other
ecisions, were correctly applied by the judge who presided in the court below.
he plaintiff, Pierson, as an express messenger, was rightfully on the train of
ie defendant, in the performance of duties which the railroad company had, by its
ontract with the express company, agreed that he should perform, and which,
he contract states, were 'for the mutual benefit and account of the parties
hereto.' Whatever his relation to the railroad company—whether that of a pas-
enger or employee—he had a right to maintain an action for any injuries he suf-
ered by reason of the negligence of the defendant company, its agents and
ervants. We find no error in the rulings of the court below, and the judgment
of the court is affirmed."

[From B. L. No. 18, September, 1898].

TEXAS AND PACIFIC RAILWAY CO. *v.* ARCHIBALD, 18 Supreme Court Reporter, page 777.—This action, commenced in a state court, was removed to the circuit court of the United States for the eastern district of Texas. The action was brought by Archibald, the plaintiff, to recover damages from the above-named railway company for an injury received while engaged as a switchman in its employ. The primary cause of the plaintiff's injury appeared to be the defective condition of two cars belonging to the Cotton Belt Railway Company. The tracks of the Texas and Pacific Railway Company and of the Cotton Belt Railway Company both entered the city of Shreveport, La., where the accident occurred, and were connected. The above-mentioned cars were turned over to the Texas Pacific Railway Company to be filled with oil, and then to be returned to the Cotton Belt Railway Company. On trial by a jury in the circuit court there was a verdict for Archibald, and the judgment entered by the court on said verdict was subsequently affirmed by the United States circuit court of appeals for the fifth circuit, to which the case had been carried on a writ of error. The railway company then brought the case on writ of error before the United States Supreme Court, which rendered its decision May 23, 1898, and affirmed the judgments of the lower courts.

From the opinion of the Supreme Court, which was delivered by Mr. Justice White, the following is quoted:

"That it was the duty of the railway company to use reasonable care to see that the cars employed on its road were in good order and fit for the purposes for

was not [illegible] intended, and that its employees had a right to rely upon [illegible] the case, is not well settled to require anything but mere statement. [illegible] duty of a railroad as regards the cars owned by it exists also as to [illegible] cars received from [illegible] sometimes designated as foreign cars is the [illegible] Mackey, [illegible] U. S. [illegible] 15 Sup. Ct. [illegible]. Said the court: "[illegible] case to rest upon reason and public policy concur in requiring the proper [illegible] company is under a legal duty not to expose its employees [illegible] defects in foreign cars as may be discovered by [illegible] inspection of such cars are admitted to its trains. This general [illegible] case as to the safety of its appliances resting on the railroad company [illegible] proposes to limit by confining its performance strictly [illegible] cars as are received by a railroad for the purpose of being [illegible] its own road. In other words, the proposition is that, where a car is [illegible] by a railroad only for the purpose of being locally handled, the railroad [illegible] business, is dispensed from all duty of looking after the condition [illegible] car so used, and may, with complete legal impunity, submit its employees [illegible] to the risk arising from its neglect of duty. To this length the proposition plainly goes, as is shown by its context, and is additionally illustrated by [illegible] argument at bar.

"The argument wants foundation in reason, and is unsupported [illegible] authority in reason, because, as the duty of the company to use reasonable [illegible] to furnish safe appliances is ever present, and applies to its entire business, it is beyond reason to attempt by a purely arbitrary distinction to separate a particular part of the business of the company out of the operation of the general rule, and thereby to exempt it, as to the business so separated, from any obligation to observe reasonable precautions to furnish appliances which are in good condition. Indeed, the argument by which the proposition is supported is self-destructive, since it admits the general duty of the employer as stated, and affords no reason whatever for the distinction by which it is sought to take the case in hand out of its operation. The contention is without support of authority, since the cases cited to sustain it are directly to the contrary.

"The theory upon which in the argument at bar it is claimed that the cases cited overthrow the very doctrine which in truth they announce is based upon the use of the words in the Mackey case, 'admitted into its train.' Taking these as a premise, it is said the duty of a railroad to exercise reasonable diligence to furnish safe appliances exists only as to cars 'admitted into its train'—that is, cars which it receives and transports in one of its trains—and does not obtain as to cars which it receives and handles in its yards for local purposes only. It is obvious from a mere casual reading of both the Mackey case and the New York cases relied upon that the duty on the part of the railroad which they inculcate applies to all cars used by the road in its business.

"The elementary rule is that it is the duty of the employer to furnish appliances free from defects discoverable by the exercise of ordinary care, and that the employee has a right to rely upon this duty being performed; and that while in entering the employment, he assumes the ordinary risks incident to the business he does not assume the risk arising from the neglect of the employer to perform the positive duty owing to the employee with respect to appliances furnished. An exception to this general rule is well established, which holds that, where an employee receives for use a defective appliance, and with knowledge of the defect continues to use it without notice to the employer, he can not recover for an injury resulting from the defective appliance thus voluntarily and negligently used. But no reason can be found for and no authority exists, supporting the contention that an employee, either from his knowledge of the employer's methods of business or from a failure to use ordinary care to ascertain such methods, subjects himself to the risks of appliances being furnished which contain defects that might have been discovered by reasonable inspection. The employer, on the one hand, may rely on the fact that his employee assumes the risks usually incident to the employment. The employee, on the other, has the right to rest on the assumption that appliances furnished are free from defects discoverable by proper inspection, and is not submitted to the danger of using appliances containing such defects because of his knowledge of the general methods adopted by the employer in carrying on his business, or because by ordinary care he might have known of the methods, and inferred therefrom that danger of unsafe appliances might arise. The employee is not compelled to pass judgment on the employer's methods of business, or to conclude as to their adequacy. He has a right to assume that the employer will use reasonable care to make the appliances safe, and to deal with those furnished relying on that fact, subject, of course, to the exception which we have already stated, by which, where an appliance is

nished an employee, in which there exists a defect known to him, or plainly ervable by him, he can not recover for an injury caused by such defective liance, if, with the knowledge above stated, he negligently continues to use In assuming the risks of the particular service in which he engages the ployee may legally assume that the employer, by whatever rule he elects to duct his business, will fulfill his legal duty by making reasonable efforts to nish appliances reasonably safe for the purposes for which they are intended; l, while this does not justify an employee in using an appliance which he ows to be defective, or relieve him from observing patent defects therein, it viously does not compel him to know or investigate the employer's modes of siness under the penalty, if he does not do so, of taking the risk of the employer's lt in furnishing him unsafe appliances."

[From B. L. No. 18, September, 1898.]

GREENLEE *v.* SOUTHERN RAILWAY CO., 30 Southeastern Reporter, page 115.—his case was heard by the supreme court of North Carolina, having come before on an appeal from the superior court of McDowell County, in said State, where dgment had been rendered in favor of the plaintiff, Stephen Greenlee, who had ought suit against the above-named railway company for damages for personal juries incurred while in its employ. The evidence showed that the plaintiff, a borer in the railroad yard, was injured while attempting to couple two cars, said rs not having been equipped with safety or self-coupling devices.

The supreme court rendered its decision May 26, 1898, and affirmed the judgment the lower court. Its opinion, delivered by Judge Clark, reads as follows:

"In any aspect of this case the defendant is liable, whether the plaintiff was was not guilty of contributory negligence; for the negligence of the defendant not having self-couplers; and in not sending a man to couple cars at all was a ntinuing negligence which existed subsequent to the contributory negligence, there had been any, of the plaintiff, and was the proximate cause—the causa usans—of the injury. Six years ago, in Mason *v.* Railroad Co. (111 N. C., 482, t page 487; 16 S. E., 698, at page 699), the court, in considering 'whether the efendant company was negligent in failing to provide what is known as the anney, or some improved coupler which would obviate the necessity under any ircumstances of going between the ends of cars in order to fasten one to another,' aid: 'We think that the time has arrived when railroad companies should be equired to attach such couplers * * * on all passenger cars, * * * and he new couplers have now become so cheap, as compared to the value of the lives nd limbs of servants and passengers, that it is not unreasonable to require that hey provide them on peril of answering for any damage which might have been bviated by their use.' While the court declined, on account of the expense, to old that the same was true at that time as to freight cars, it added: 'Doubtless, he day will soon come' when it would be negligence not to attach them to freight as well as passenger cars. Congress so thought, and passed an act (27 Stat., 531) requiring self-couplers and air-brakes to be placed on all cars, freight as well as passenger, by January 1, 1898, and this had been complied with as to 'over 60 per cent of the freight cars,' besides nearly all passenger cars, operating in interstate commerce, by that date.

"In Witsell *v.* Railway Co. (120 N. C., 557; 27 S. E., 125), the above citation from Mason *v.* Railroad Co. was approved, and the court held that, while it was not negligent to fail to provide the latest improved appliances, a railroad company was liable for any injury caused by the failure to use approved appliances that are in general use. The railroad companies have of late procured from the Interstate Commerce Commission an extension, till January 1, 1900, of the time by which self-couplers should be placed upon all freight cars used in interstate service; but this was for their accommodation, and did not, and could not, relieve them from the legal liability incurred for injuries caused by their failure to provide 'suitable appliances in general use' where the use of such would have prevented the injury. It only relieved them from the penalty provided in that act.

"The eleventh annual report (1897) of the Interstate Commerce Commission, issued by authority of the United States Government, and based upon the reports of the railroad companies themselves, shows (page 80) that of railroad employees (leaving out passengers altogether), 1,861 were killed and 29,969 were wounded in the year ending June 30, 1896, being greater loss than in many a battle of historic importance. Of the trainmen, this report (page 130) shows that nearly 1 in 9 had been killed or wounded that year—total of over 17,000. Of these casualties, it is officially stated, 229 were killed and 8,457 were wounded in this single particular of coupling and uncoupling cars. As those figures are reported by the corporations themselves, it is not probable that they are overstated. If the rail-

which it was attached. Did the inspection made involve any strain upon the weak end of this grab iron? If the inspection made did not involve such a physical test as was feasible and calculated to disclose just such an infirmity as existed, would not a jury be warranted in finding either that no physical test at all was made, or that, if made, it was so carelessly made as to be useless? The circumstances were such as that it was not error to take the opinion of the jury. Let the judgment be affirmed."

[From B. L. No. 19, November, 1898.]

CHAMBERLAIN *v.* PIERSON, 87 Federal Reporter, page 420.—This action was brought by one Pierson, an express messenger in the employ of the Southern Express Company, against one Chamberlain, the receiver of the South Carolina Railway Company, to recover damages for injuries sustained by him while traveling on a train of the said railway company in the performance of his duty as an employee of the above-named express company. One of the defenses set up by the railway company was that an agreement had been made between the railway company and the express company to the effect that all the employees of the express company who traveled on the trains of the railway company in the course of their employment as such employees should be transported at their own risk, and that hence the plaintiff had no cause of action. At the trial of the case in the United States circuit court for the district of South Carolina a judgment was rendered for the plaintiff, Pierson, and the case was appealed by the receiver to the United States circuit court of appeals for the fourth circuit, which rendered its decision May 17, 1898, and affirmed the judgment of the lower court, holding that the plaintiff, having no knowledge of the agreement or contract between the companies, was not bound thereby.

The opinion of the circuit court of appeals was delivered by District Judge Paul, and the following language is quoted therefrom:

"The second, third, fifth, sixth, and seventh assignments of error will be considered together. They are all made upon the theory that Pierson, the plaintiff in the court below, was bound by the contract between the railroad company and the express company; that he was on the railroad train by virtue of the contract; that by said contract he was regarded as an employee of the defendant, the railroad company; and that by said contract he was accorded free transportation at his own risk. The position taken by counsel for the railroad company, and insisted upon in the instructions asked on behalf of the company, was that the plaintiff was not entitled to recover, even though the evidence showed that the injury which he suffered was caused by the negligence of an agent of the defendant, who was not a fellow-servant of the plaintiff. The learned judge of the trial court held (what we regard as a correct announcement of the law) that if the plaintiff was injured by reason of the negligence of the boss track minder and his gang, the railroad company was responsible to him, whether he was regarded as a passenger, or was bound by the contract between the two companies, or was an employee of the railroad company; that the boss track minder and his gang were not fellow-servants of the plaintiff, if he was to be treated as an employee of the railroad company; and that their negligence was not one of the risks he assumed, if he assumed any risks. The discussion of this feature of the case presents the question: Was the plaintiff below, as a messenger of the express company, bound by the contract between the railroad company and the express company to assume all risks to life and limb to which he was exposed in performing his duties on the train, as an express messenger? He was not a party to the contract, never ratified it, and in his testimony, when asked if he knew of this provision of the contract, '"that the said parties of the first part hereby recognize as its employees all officers, agents, and servants of the second part," etc., and you were accorded free transportation at your own risk?' answered, 'If I had known that, I wouldn't have gone.' The authorities cited by defendant's counsel to sustain the contention that the plaintiff was bound by the contract between the railroad and the express company are based on the theory that the party affected by the contract had knowledge of its provisions and acquiesced in its terms.

"The view of the trial judge was that notwithstanding the plaintiff, under the contract between the railroad company and the express company, should be considered an employee of the railroad company, and accorded free transportation at his own risk, yet the railroad company was liable if the injury to the plaintiff was caused by the negligence of an agent of the defendant who was not a fellow-servant of the plaintiff. That the plaintiff, an express messenger, was not a fellow-servant of the track minder and those under him, is not questioned. If it be conceded, as claimed by the railroad company, that the contract between it

the express company accorded the plaintiff free transportation at his own . yet it is well established that such a contract will not relieve the railroad n responsibility for an injury resulting from the negligence of its agents. s of the earliest decisions of the Supreme Court on this question is Railroad v. Derby, (14 How. 467). In this case the plaintiff below was president of ther company and a stockholder in the road on which he was riding. He was the road by invitation of the president of the company—not in the usual pas-ger cars, but on a small locomotive car used for the convenience of the offi-s of the company—and paid no fare for his transportation. The railroad npany defended on the ground that no cause of action can arise to any person reason of the occurrence of an unintentional injury while he is receiving acts kindness which spring from mere social relations, and as there was no con-ct between the parties, express or implied, the law would raise no duty as tween them, for the neglect of which an action can be sustained. The Supreme urt said: 'The liability of the defendants below for the negligent and injuri-s act of their servant is not necessarily founded on any contract or privity tween parties, nor affected by any social relation, or otherwise, which they re to each other.'

"Railroad Co. v. Lockwood (17 Wall., 357), is a leading case on this subject. he court there held: '(1) That a common carrier can not lawfully stipulate for emption from responsibility, when such exemption is not just in the eye of the w. (2) That it is not just and reasonable, in the eye of the law, for a common arrier to stipulate for exemption from responsibility for the negligence of him-elf or his servants. (3) That these rules apply both to carriers of goods and arriers of passengers for hire, and with a special force to the latter. (4) That drover traveling on a pass, such as was given in this case, for the purpose of aking care of his stock on the train, is a passenger for hire.'

"In Waterbury v. Railroad Co. (17 Fed., 671) the doctrine is thus stated (syl-abus): 'The right which a passenger by railway has to be carried safely does not depend on his having made a contract, but the fact of his being there creates a duty on the part of the company to carry him safely. It suffices to enable him to maintain an action for negligence if he was being carried by the railroad com-pany voluntarily, although gratuitously, and as a matter of favor to him.'

"The principles recognized in the cases we have cited, and in numerous other decisions, were correctly applied by the judge who presided in the court below. The plaintiff, Pierson, as an express messenger, was rightfully on the train of the defendant, in the performance of duties which the railroad company had, by its contract with the express company, agreed that he should perform, and which, the contract states, were 'for the mutual benefit and account of the parties thereto.' Whatever his relation to the railroad company—whether that of a pas-senger or employee—he had a right to maintain an action for any injuries he suf-fered by reason of the negligence of the defendant company, its agents and servants. We find no error in the rulings of the court below, and the judgment of the court is affirmed."

[From B. L. No. 18, September, 1898].

TEXAS AND PACIFIC RAILWAY CO. v. ARCHIBALD, 18 Supreme Court Reporter, page 777.—This action, commenced in a state court, was removed to the circuit court of the United States for the eastern district of Texas. The action was brought by Archibald, the plaintiff, to recover damages from the above-named railway company for an injury received while engaged as a switchman in its employ. The primary cause of the plaintiff's injury appeared to be the defective condition of two cars belonging to the Cotton Belt Railway Company. The tracks of the Texas and Pacific Railway Company and of the Cotton Belt Railway Company both entered the city of Shreveport, La., where the accident occurred, and were connected. The above-mentioned cars were turned over to the Texas Pacific Railway Company to be filled with oil, and then to be returned to the Cotton Belt Railway Company. On trial by a jury in the circuit court there was a ver-dict for Archibald, and the judgment entered by the court on said verdict was subsequently affirmed by the United States circuit court of appeals for the fifth circuit, to which the case had been carried on a writ of error. The railway com-pany then brought the case on writ of error before the United States Supreme Court, which rendered its decision May 23, 1898, and affirmed the judgments of the lower courts.

From the opinion of the Supreme Court, which was delivered by Mr. Justice White, the following is quoted:

"That it was the duty of the railway company to use reasonable care to see that the cars employed on its road were in good order and fit for the purposes for

roads not reporting to the Interstate Commerce Commission (because not engaged in interstate carrying) should be added, the figures of killed and wounded from this cause would doubtless be largely increased. By these figures for the last year reported nearly 9,000 men had been killed and wounded in coupling and uncoupling cars. As the corporations on their own motion or under compulsion of Congressional action and judicial decision, have adopted self-couplers on their passenger cars and on 'over 60 per cent' of the freight cars, it will be seen how many thousands of lives and bodies have been saved thereby; but that still nearly 9,000 men should in one year be killed or wounded 'coupling and uncoupling' freight cars which up to June 30, 1896, still requires that duty, for lack of self-couplers, is the highest proof of the duty of the courts to enforce liability for failure to provide self-couplers in every case where an injury occurs from this cause. That nearly 9,000 men should still be killed and wounded in one year for failure to furnish appliances which are so widely in use and which would entirely prevent such accidents, points out the duty of the courts.

"In Whitsell's case (120 N. C., at page 562; 27 S. E., at page 137), this court says: 'If an appliance is such that the railroads should have it, the poverty of the company is no sufficient excuse for not having it.' But in fact this defendant reports that this railroad has issued bonds and stocks for $76,557 per mile. (N. C. R. R. Com. Report, 1896, at page 246.) This is presumed to have been paid in by its issuing the bonds and stocks, and hence it should be able to furnish appliances which will protect its employees from such injuries as this, and should be held liable for failure to do so, for the Interstate Commerce Commission report shows the self-couplers can be added for $18 per mile. In a large majority of the states as well as by the Federal Government, railroad commissions have been created to supervise and regulate the charges and the conduct of these corporations. The courts will be very derelict in their duty if they do not enforce justice in favor of employees as well as the public.

"Six years ago this court said it would soon be negligence per se whenever an accident happened for lack of a self-coupler. Congress has enacted that self-couplers should be used. For their lack this plaintiff was injured. It is true the defendant replies that the plaintiff remained in its service knowing it did not have self-couplers. If that were a defense, no railroad company would ever be liable for failure to put in life-saving devices, and the need of bread would force employees to continue the annual sacrifice of thousands of men. But this is not the doctrine of 'assumption of risk.' That is a more reasonable doctrine, and is merely that when a particular machine is defective or injured, and the employee knowing it continues to use it, he assumes the risk. That doctrine has no application where the law requires the adoption of new devices to save life or limb (as self-couplers), and the employee, either ignorant of that fact, or expecting daily compliance with the law, continues in service with the appliances formerly in use. The defendant, after notice of 6 years from this court, and with notice of the act of Congress, and also from the general adoption of self-couplers that it should use them, was guilty of negligence in failing to do so. The injury to the plantiff could not have occurred save for the failure of the defendant to comply with its duty in this regard, and the court below should have held it liable to the plaintiff upon the defendant's own evidence."

[From B. L. No. 22, May, 1899.]

WRIGHT *v.* SOUTHERN RAILWAY CO., 31 Southeastern Reporter, page 652.—This case was heard in the supreme court of North Carolina, before which *it had* been brought on appeal from the superior court of Rowan County, where a judgment had been rendered for the defendant in a suit brought by R. L. Wright, as administrator of Wilson Williams, deceased, as plaintiff, against the above-*named* railway company, to recover damages for the death of the plaintiff's intestate, an employee of the company. The supreme court rendered its decision November 28, 1898, and reversed the judgment of the lower court.

The opinion of the supreme court, delivered by Judge Clark, reads, practically in full, as follows:

"The death of the plaintiff's intestate occurred prior to the act of 1897 (*inadvertently* printed among the Private Laws of that year, chapter 56), which provides that in actions against railroad companies for death or injuries sustained by an employee the negligence of a fellow-servant shall not be a defense. Therefore the doctrine in force prior to that statute applies. The court charged the jury that, if they found that 'the death was caused by the negligence of the section master in not providing the road with sound ties,' to answer the *second* issue, 'Yes.' That issue was, 'Was the injury and death of plaintiff's intestate caused by the negligence of a fellow-servant?' This instruction was specifically

jury, is, by the statute, chargeable to the company; and this statutory presumption can not be overcome by proof of facts which only raise a presumption that e company did not have such knowledge. Competent and careful inspectors e presumed to properly inspect the cars and their attachments, but such presumption would not overcome the statutory presumption of knowledge of defects fore and at the time of the injury. It would take an actual and proper inspection, its equivalent, to overcome the statutory presumption of knowledge of such fects. It will be noticed that this section of the statute also provides that, in e trial of a personal-injury case against a railroad company, the fact of such fect in its cars or their attachments shall be prima facie evidence of negligence the part of such corporation.'

"Aside from the effect to be given to the second section of the act of 1890, we old that the duty of inspecting foreign cars is a duty due from the master to his rvant, and that the master is responsible to the servant for all defects which ould be disclosed by a reasonably careful inspection. The well-known course of siness pursued by carriers in this country involves so large a use of foreign cars to make it inadmissible that any distinction should be recognized between the ity of caring for the safety and protection of employees engaged in operating ich cars and that exacted in respect to cars owned or controlled by the carrier. mployees can no more be said to assume the responsibility for injuries due to the efective condition of foreign cars than they can be said to assume the risk arising from defects in domestic cars which might have been discovered by proper spection. In the one case as much as in the other the inspector is discharging ie duty of the master to his servants, and for his negligence in this particular the aster is responsible. The question is one of general and not local law, unless ontrolled by statute. It is therefore a question for the courts of the United tates to decide upon their own judgment as to the common law controlling the uestion.

"The rule which we deduce as having the support of the weight of authority nd reason is that a railroad company owes to its servants engaged in handling r operating foreign cars the legal duty of not exposing them to dangers arising rom defects which might be discovered by reasonable inspection before they are dmitted into its trains.

"This rule was appoved and applied in Railroad Co. *v.* Mackey (157 U. S., 2-91; 15 Sup. Ct., 491). In concluding a discussion of the question, the court, peaking by Justice Harlan, said:

"'We are of opinion that sound reason and public policy concur in sustaining the principle that a railroad company is under a legal duty not to expose its employees to dangers arising from such defects in foreign cars as may be discovered by reasonable inspection before such cars are admitted into its trains.'

"In the later case of Railway Co. *v.* Archibald (170 U. S., 655–669; 18 Sup. Ct., 777) the Supreme Court again had under consideration the duty of a railroad company to its servants in respect to foreign cars, and followed the doctrine announced in the case of Railroad Co. *v.* Mackey, cited above, saying:

"'That it was the duty of a railroad company to use reasonable care to see that the cars employed on its road were in good order and fit for the purposes for which they were intended, and that its employees had a right to rely upon this being the case, is too well settled to require anything but mere statement. That this duty of a railroad as regards the cars owned by it exists also as to cars of other railroads received by it, sometimes designated as foreign cars, is also settled.'

"That this duty is not discharged by merely furnishing an inspector competent to discharge the duty is very clear, and that this was the holding in both the cases decided by the Supreme Court of the United States, and cited above, is most apparent from an examination of the facts in the cases, as well as from the language employed by the court in considering the duty as one identical in character with that resting upon the master in respect to the inspection of his own cars before admitting them into its trains. That the master is responsible for the negligence of such an inspector, and that the inspector is not the fellow-servant of those operating such foreign cars, is the necessary conclusion from the character of the duty.

"The inspector testified that he did inspect this car upon the day it was received, being the day before the happening of the accident. But it is manifest that his testimony is not based upon any memory of this particular car, but depended upon his habit and the record made of cars inspected. Did he in truth and fact test this particular grab iron by any means likely to disclose its weakness? The condition of the screw supporting one end, and of the wood into which it was screwed, was such, as disclosed by examination after the accident, as to make it obvious that any strain thrown upon that end would disclose the weakness with

which it was attached. Did the inspection made involve any strain upon the weak end of this grab iron? If the inspection made did not involve such a physical test as was feasible and calculated to disclose just such an infirmity as existed, would not a jury be warranted in finding either that no physical test at all was made, or that, if made, it was so carelessly made as to be useless? The circumstances were such as that it was not error to take the opinion of the jury. Let the judgment be affirmed."

[From B. L. No. 19, November, 1898.]

CHAMBERLAIN *v.* PIERSON, 87 Federal Reporter, page 420.—This action was brought by one Pierson, an express messenger in the employ of the Southern Express Company, against one Chamberlain, the receiver of the South Carolina Railway Company, to recover damages for injuries sustained by him while traveling on a train of the said railway company in the performance of his duty as an employee of the above-named express company. One of the defenses set up by the railway company was that an agreement had been made between the railway company and the express company to the effect that all the employees of the express company who traveled on the trains of the railway company in the course of their employment as such employees should be transported at their own risk, and that hence the plaintiff had no cause of action. At the trial of the case in the United States circuit court for the district of South Carolina a judgment was rendered for the plaintiff, Pierson, and the case was appealed by the receiver to the United States circuit court of appeals for the fourth circuit, which rendered its decision May 17, 1898, and affirmed the judgment of the lower court, holding that the plaintiff, having no knowledge of the agreement or contract between the companies, was not bound thereby.

The opinion of the circuit court of appeals was delivered by District Judge Paul, and the following language is quoted therefrom:

"The second, third, fifth, sixth, and seventh assignments of error will be considered together. They are all made upon the theory that Pierson, the plaintiff in the court below, was bound by the contract between the railroad company and the express company; that he was on the railroad train by virtue of the contract; that by said contract he was regarded as an employee of the defendant, the railroad company; and that by said contract he was accorded free transportation at his own risk. The position taken by counsel for the railroad company, and insisted upon in the instructions asked on behalf of the company, was that the plaintiff was not entitled to recover, even though the evidence showed that the injury which he suffered was caused by the negligence of an agent of the defendant, who was not a fellow-servant of the plaintiff. The learned judge of the trial court held (what we regard as a correct announcement of the law) that if the plaintiff was injured by reason of the negligence of the boss track minder and his gang, the railroad company was responsible to him, whether he was regarded as a passenger, or was bound by the contract between the two companies, or was an employee of the railroad company; that the boss track minder and his gang were not fellow-servants of the plaintiff, if he was to be treated as an employee of the railroad company; and that their negligence was not one of the risks he assumed, if he assumed any risks. The discussion of this feature of the case presents the question: Was the plaintiff below, as a messenger of the express company, bound by the contract between the railroad company and the express company to assume all risks to life and limb to which he was exposed in performing his duties on the train, as an express messenger? He was not a party to the contract, never ratified it, and in his testimony, when asked if he knew of this provision of the contract, '"that the said parties of the first part hereby recognize as its employees all officers, agents, and servants of the second part," etc., and you were accorded free transportation at your own risk?' answered, 'If I had known that, I wouldn't have gone.' The authorities cited by defendant's counsel to sustain the contention that the plaintiff was bound by the contract between the railroad and the express company are based on the theory that the party affected by the contract had knowledge of its provisions and acquiesced in its terms.

"The view of the trial judge was that notwithstanding the plaintiff, under the contract between the railroad company and the express company, should be considered an employee of the railroad company, and accorded free transportation at his own risk, yet the railroad company was liable if the injury to the plaintiff was caused by the negligence of an agent of the defendant who was not a fellow-servant of the plaintiff. That the plaintiff, an express messenger, was not a fellow-servant of the track minder and those under him, is not questioned. If it be conceded, as claimed by the railroad company, that the contract between it

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"Railroad Co. *v.* Lockwood (17 Wall., 357), is a leading case on this subject. The court there held: '(1) That a common carrier can not lawfully stipulate for exemption from responsibility, when such exemption is not just in the eye of the law. (2) That it is not just and reasonable, in the eye of the law, for a common carrier to stipulate for exemption from responsibility for the negligence of himself or his servants. (3) That these rules apply both to carriers of goods and carriers of passengers for hire, and with a special force to the latter. (4) That a drover traveling on a pass, such as was given in this case, for the purpose of taking care of his stock on the train, is a passenger for hire.'

"In Waterbury *v.* Railroad Co. (17 Fed., 671) the doctrine is thus stated (syllabus): 'The right which a passenger by railway has to be carried safely does not depend on his having made a contract, but the fact of his being there creates a duty on the part of the company to carry him safely. It suffices to enable him to maintain an action for negligence if he was being carried by the railroad company voluntarily, although gratuitously, and as a matter of favor to him.'

"The principles recognized in the cases we have cited, and in numerous other decisions, were correctly applied by the judge who presided in the court below. The plaintiff, Pierson, as an express messenger, was rightfully on the train of the defendant, in the performance of duties which the railroad company had, by its contract with the express company, agreed that he should perform, and which, the contract states, were 'for the mutual benefit and account of the parties thereto.' Whatever his relation to the railroad company—whether that of a passenger or employee—he had a right to maintain an action for any injuries he suffered by reason of the negligence of the defendant company, its agents and servants. We find no error in the rulings of the court below, and the judgment of the court is affirmed."

[From B. L. No. 18, September, 1898].

TEXAS AND PACIFIC RAILWAY CO. *v.* ARCHIBALD, 18 Supreme Court Reporter, page 777.—This action, commenced in a state court, was removed to the circuit court of the United States for the eastern district of Texas. The action was brought by Archibald, the plaintiff, to recover damages from the above-named railway company for an injury received while engaged as a switchman in its employ. The primary cause of the plaintiff's injury appeared to be the defective condition of two cars belonging to the Cotton Belt Railway Company. The tracks of the Texas and Pacific Railway Company and of the Cotton Belt Railway Company both entered the city of Shreveport, La., where the accident occurred, and were connected. The above-mentioned cars were turned over to the Texas Pacific Railway Company to be filled with oil, and then to be returned to the Cotton Belt Railway Company. On trial by a jury in the circuit court there was a verdict for Archibald, and the judgment entered by the court on said verdict was subsequently affirmed by the United States circuit court of appeals for the fifth circuit, to which the case had been carried on a writ of error. The railway company then brought the case on writ of error before the United States Supreme Court, which rendered its decision May 23, 1898, and affirmed the judgments of the lower courts.

From the opinion of the Supreme Court, which was delivered by Mr. Justice White, the following is quoted:

"That it was the duty of the railway company to use reasonable care to see that the cars employed on its road were in good order and fit for the purposes for

which they were intended, and that its employees had a right to rely upon this being the case, is too well settled to require anything but mere statement. That this duty of a railroad, as regards the cars owned by it, exists also as to cars of other railroads received by it, sometimes designated as foreign cars, is also settled (Railroad Co. *v.* Mackey, 157 U. S., 87, 15 Sup. Ct., 491.) Said the court in that case: 'Sound reason and public policy concur in sustaining the principle that a railroad company is under a legal duty not to expose its employees to dangers arising from such defects in foreign cars as may be discovered by reasonable inspection before such cars are admitted to its train.' This general duty of reasonable care as to the safety of its appliances resting on the railroad, the instructions in question proposes to limit by confining its performance solely to such foreign cars as are received by a railroad 'for the purpose of being hauled over its own road;' in other words, the proposition is that, where a car is received by a railroad only for the purpose of being locally handled, the railway, as to such local business, is dispensed from all duty of looking after the condition of the cars by it used, and may, with complete legal impunity, submit its employees to the risk arising from its neglect of duty. To this length the proposition plainly goes, as is shown by its context, and is additionally illustrated by the argument at bar.

"The argument wants foundation in reason, and is unsupported by any authority in reason, because, as the duty of the company to use reasonable diligence to furnish safe appliances is ever present, and applies to its entire business, it is beyond reason to attempt by a purely arbitrary distinction to take a particular part of the business of the company out of the operation of the general rule, and thereby to exempt it, as to the business so separated, from any obligation to observe reasonable precautions to furnish appliances which are in good condition. Indeed, the argument by which the proposition is supported is self-destructive, since it admits the general duty of the employer just stated, and affords no reason whatever for the distinction by which it is sought to take the case in hand out of its operation. The contention is without support of authority, since the cases cited to sustain it are directly to the contrary.

"The theory upon which in the argument at bar it is claimed that the cases cited overthrow the very doctrine which in truth they announce is based upon the use of the words in the Mackey case, 'admitted into its train.' Taking this as a premise, it is said the duty of a railroad to exercise reasonable diligence to furnish safe appliances exists only as to cars 'admitted into its train'—that is, cars which it receives and transports in one of its trains—and does not obtain as to cars which it receives and handles in its yards for local purposes only. It is obvious from a mere casual reading of both the Mackey case and the New York cases relied upon that the duty on the part of the railroad which they inculcate applies to all cars used by the road in its business.

"The elementary rule is that it is the duty of the employer to furnish appliances free from defects discoverable by the exercise of ordinary care, and that the employee has a right to rely upon this duty being performed; and that while, in entering the employment, he assumes the ordinary risks incident to the business, he does not assume the risk arising from the neglect of the employer to perform the positive duty owing to the employee with respect to appliances furnished. An exception to this general rule is well established, which holds that, where an employee receives for use a defective appliance, and with knowledge of the defect continues to use it without notice to the employer, he can not recover for an injury resulting from the defective appliance thus voluntarily and negligently used. But no reason can be found for and no authority exists, supporting the contention that an employee, either from his knowledge of the employer's methods of business or from a failure to use ordinary care to ascertain such methods, subjects himself to the risks of appliances being furnished which contain defects that might have been discovered by reasonable inspection. The employer, on the one hand, may rely on the fact that his employee assumes the risks usually incident to the employment. The employee, on the other, has the right to rest on the assumption that appliances furnished are free from defects discoverable by proper inspection, and is not submitted to the danger of using appliances containing such defects because of his knowledge of the general methods adopted by the employer in carrying on his business, or because by ordinary care he might have known of the methods, and inferred therefrom that danger of unsafe appliances might arise. The employee is not compelled to pass judgment on the employer's methods of business, or to conclude as to their adequacy. He has a right to assume that the employer will use reasonable care to make the appliances safe, and to deal with those furnished relying on that fact, subject, of course, to the exception which we have already stated, by which, where an appliance is

es which he is bound to perform, and can not be delegated so as to exonerate from liability to an employee who is injured by the negligence of a coemee, charged with the performance of such duty, in failing to do so; for the loyee so charged is the representative of the employer and not a coservant h the one who sustains an injury by the negligent performance of such duty, the act or omission of the employee in this respect is that of the employer, spective of the grade of the employee whose negligence caused the injury. he negligence of the master is the proximate cause of an injury to an employee, s not relieved from responsibility because the negligence of a coemployee conuted to such injury."

he judge then spoke of the red light which should have been displayed on the ight train, and continued in the following words:

"This was one of the appliances which the company was bound to furnish for upon its freight trains. It delegated this duty to the employees using such ht. They were required to keep it in good order and ready for use; and their lure to do so, or ask for or obtain another, during the time the regular one is being repaired, was the act of appellant, in so far as other employees might affected by such neglect. The judgment of the district court is affirmed."

[From B. L. No. 23, July, 1899.]

TROXLER *v.* SOUTHERN RAILWAY CO., 32 Southeastern Reporter, page 550.—n March 21, 1899, the supreme court of North Carolina rendered a decision in e above-entitled case to the effect that the failure of a railroad to use automatic uplers in general use on its freight cars is negligence per se. Action has been rought by S. H. Troxler against the above-named railway company to recover amages for injuries received by him while in its employ. In the superior court f Guilford County, N. C., a judgment was rendered in his favor, and the defendnt company appealed.

In its opinion, affirming the judgment of the superior court and delivered by udge Clark, the supreme court used the following language:

"The plaintiff was injured in attempting to couple cars of the defendant on which there were no automatic car couplers, but in lieu thereof skeleton drawheads of unequal height. The court below held that the absence of automatic couplers in general use was negligence per se, and refused to submit an issue whether the injury was not caused by the negligence of a fellow-servant, and refused to instruct the jury, as prayed, that the plaintiff was guilty of contributory negligence if he could, by proper care, have coupled the cars by hand without accident.

"The duty to furnish proper and safe appliances is that of the common master, and injury caused by their absence can not be attributed to the negligence of a fellow-servant. It has been heretofore held in Greenlee *v.* Railway Co. (122 N. C., 977, 30 S. E., 115) (Department of Labor Bulletin, No. 18, page 738) that failure of a railroad company to equip its freight cars with modern self-coupling devices is negligence per se, continuing up to the time of an injury sustained by an employee in coupling cars by hand, and renders the company liable, whether such employee was negligent in the manner of making the coupling or not. The same ruling has been previously made as to the duty of furnishing automatic car couplers on the passenger trains in Mason *v.* Railroad Co. (1892) (111 N. C., 482, 16 S. E., 698). Where the negligence of the defendant is a continuing negligence (as the failure to furnish safe appliances in general use, when the use of such appliance would have prevented the possibility of the injury), there can be no contributory negligence which will discharge the master's liability.

"The failure to provide necessary appliances is the causa causans. The defendant, however, frankly asks us to reconsider and overrule Greenlee's case. The case was the expression of no new doctrine, but the affirmation of one as old as the law and founded on the soundest principles of justice and reason, to wit: That when safe appliances have been invented, tested, and have come into general use, it is negligence per se for the master to expose his servant to the hazard of life or limb from antiquated and defective appliances which have been generally discarded by the intelligence and humanity of other employers. This must be so if masters owe any duties to their employees and unless economy of expenditures on the part of the railroad management is to be deemed superior to the conservation of the lives and limbs of those employed in their operation.

"As these appliances have been patented and more or less in use for over 30 years, it should not have required an act of Congress to enforce their universal adoption. Failure to adopt them, after being so long and widely known and used, was negligence in the defendant upon the principles of the common law. The

roads not reporting to the Interstate Commerce Commission (because not engaged in interstate carrying) should be added, the figures of killed and wounded from this cause would doubtless be largely increased. By these figures for the last year reported nearly 9,000 men had been killed and wounded in coupling and uncoupling cars. As the corporations on their own motion or under compulsion of Congressional action and judicial decision, have adopted self-couplers on the passenger cars and on 'over 60 per cent' of the freight cars, it will be seen how many thousands of lives and bodies have been saved thereby; but that still nearly 9,000 men should in one year be killed or wounded 'coupling and uncoupling' the freight cars which up to June 30, 1896, still requires that duty, for lack of self-couplers, is the highest proof of the duty of the courts to enforce liability for failure to provide self-couplers in every case where an injury occurs from this cause. That nearly 9,000 men should still be killed and wounded in one year for failure to furnish appliances which are so widely in use and which would entirely prevent such accidents, points out the duty of the courts.

"In Whitsell's case (120 N. C., at page 562; 27 S. E., at page 127), this court says 'If an appliance is such that the railroads should have it, the poverty of the company is no sufficient excuse for not having it.' But in fact this defendant reports that this railroad has issued bonds and stocks for $76,557 per mile. (N. C. R. R. Com. Report, 1896, at page 246.) This is presumed to have been paid in by its issuing the bonds and stocks, and hence it should be able to furnish appliances which will protect its employees from such injuries as this, and should be held liable for failure to do so, for the Interstate Commerce Commission report shows the self-couplers can be added for $18 per mile. In a large majority of the states, as well as by the Federal Government, railroad commissions have been created to supervise and regulate the charges and the conduct of these corporations. The courts will be very derelict in their duty if they do not enforce justice in favor of employees as well as the public.

"Six years ago this court said it would soon be negligence per se whenever an accident happened for lack of a self-coupler. Congress has enacted that self-couplers should be used. For their lack this plaintiff was injured. It is true the defendant replies that the plaintiff remained in its service knowing it did not have self-couplers. If that were a defense, no railroad company would ever be liable for failure to put in life-saving devices, and the need of bread would *force* employees to continue the annual sacrifice of thousands of men. But this is not the doctrine of 'assumption of risk.' That is a more reasonable doctrine, and is merely that when a particular machine is defective or injured, and the employee knowing it continues to use it, he assumes the risk. That doctrine has no application where the law requires the adoption of new devices to save life or limb (as self-couplers), and the employee, either ignorant of that fact, or expecting daily compliance with the law, continues in service with the appliances formerly in use. The defendant, after notice of 6 years from this court, and with notice of the act of Congress, and also from the general adoption of self-couplers, that it should use them, was guilty of negligence in failing to do so. The injury to the plantiff could not have occurred save for the failure of the defendant to comply with its duty in this regard, and the court below should have *held it* liable to the plaintiff upon the defendant's own evidence."

[From B. L. No. 22, May, 1899.]

WRIGHT *v.* SOUTHERN RAILWAY CO., 31 Southeastern Reporter, page 652.—This case was heard in the supreme court of North Carolina, before which it had been brought on appeal from the superior court of Rowan County, where a judgment had been rendered for the defendant in a suit brought by R. L. Wright, as administrator of Wilson Williams, deceased, as plaintiff, against the above-named railway company, to recover damages for the death of the plaintiff's intestate, an employee of the company. The supreme court rendered its decision November 28, 1898, and reversed the judgment of the lower court.

The opinion of the supreme court, delivered by Judge Clark, reads, practically in full, as follows:

"The death of the plaintiff's intestate occurred prior to the act of 1897 (inadvertently printed among the Private Laws of that year, chapter 56), which provides that in actions against railroad companies for death or injuries sustained by an employee the negligence of a fellow-servant shall not be a defense. Therefore the doctrine in force prior to that statute applies. The court charged the jury that, if they found that 'the death was caused by the negligence of the section master in not providing the road with sound ties,' to answer the second issue, 'Yes.' That issue was, 'Was the injury and death of plaintiff's intestate caused by the negligence of a fellow-servant?' This instruction was specifically

epted to and is clearly erroneous. It is the duty of the master, the corpora-
n, to furnish a safe roadbed. It is not within the scope of the duty or the
vers of the section master to provide cross-ties. The plaintiff's intestate (a
kerman) and the section master were fellow-servants within the scope of their
ties. The failure to provide a safe roadbed, or material for it—such as sound
s, or good rails, and the like—is the negligence of the corporation and not of
section master. Indeed, when this case was here before (122 N. C., 959; 30
E., 348), the court said: 'If the defendant, by having proper appliances (air
kes) and a good roadbed could have avoided the injury to the intestate, it is
ble.' That it is the negligence of the master not to have a safe roadbed, and
at this duty can not be shifted off on a subordinate, as the fellow-servant of an
ployee who is injured or killed, is almost universally recognized. Pleasants *v.*
ilroad Company (121 N. C., 492; 28 S. E., 267), instead of being an authority
r the defendant, clearly concedes that it was the duty of the railway company
keep its roadbed in safe condition, and that it could not delegate this duty to a
rvant so as to exempt the company from liability to an employee for injury
used by a defective roadway.

"It is true that on the first issue, 'Was the injury and death of plaintiff's intes-
te caused by the negligence of the defendant?,' the court charged the jury, 'if
ey found it was caused by reason of a defective roadbed, or of the cross-ties
ing defective or rotten, they should answer the first issue, "Yes,"' but added,
This is subject to instructions on second issue,' and on the second issue he
structed the jury erroneously, as above pointed out, that they might find that
the failure to provide cross-ties was the fault of a fellow-servant,' a section mas-
er. These instructions are contradictory, and, if the jury took the latter view
s law, they necessarily would find, as they did on the first issue, that the rail-
oad company was not guilty of negligence."

[From B. L. No. 21, March, 1899.]

WABASH RAILROAD CO. *v.* KELLEY, 52 Northeastern Reporter, page 152.—In an action brought by F. M. Kelley against the above-named railroad company to recover damages for injuries received while in its employ, and also for malpractice of a physician employed in its 'hospital department,' and heard in the circuit court of Dekalb County, Ind., a judgment was rendered for him for the malpractice and for the defendant company as to the original injuries caused by an accident on its line. The railroad company appealed the case to the supreme court of the State, which rendered its decision December 15, 1898, and affirmed the judgment of the lower court. The evidence showed that the plaintiff, Kelley, was a fireman employed on one of the company's freight engines; that while engaged in his duties cleaning his engine he slipped and fell from a defective step on the engine and the wheels ran over and crushed one of his feet; that the company had a system whereby it deducted certain amounts from the wages of its employees and agreed therefor to furnish them with medical attendance and treatment in case of injuries from accident; that as part of this plan it had established a hospital department and employed surgeons; that the plaintiff was taken to a hospital and treated by said surgeons; that several amputations were performed on his leg; that the second of these was wrongly performed by a Dr. Higgins, one of the company's surgeons, and that the said doctor was afterwards discharged by the company on the ground of his indulgence in drugs.

The opinion of the supreme court was delivered by Judge Howard, and the following is quoted therefrom:

"The sufficiency of the complaint is questioned under various assignments of error. The defect indicated is that it appears from the complaint that the company exacted from appellee (Kelley), without his written consent given, a part of his wages, to be used for the maintenance of a hospital, contrary to the provisions of sections 2300, 2301, Revised Statutes, 1894.

"Said sections are as follows:

"'SECTION 2300. It shall be unlawful for any railroad company or corporation operating railroads in Indiana to exact from its employees, without first obtaining written consent thereto in each and every instance, any portion of their wages for the maintenance of any hospital, reading-room, library, gymnasium, or restaurant.

"'SEC. 2301. Any paymaster, auditor, or employee of any company so exacting from its employees such sums of money, shall, upon conviction thereof in any circuit court having competent jurisdiction, be fined not less than one hundred dollars nor more than five hundred dollars, as the court may decree.'

"Appellant has retained appellee's money, and has placed the same in its

treasury as a part of its funds for the care of its sick and disabled employes but contends that, as appellee did not give his written consent to such retention, he has, therefore, by reason of appellant's said wrongdoing, no right to the benefit which appellant promised him in return for the money so exacted. We do not think the complaint shows any agreement on the part of appellee to violate the statute in question. It is alleged, simply, that the appellant had undertaken, as a part of the contract of employment, to provide surgical and medical attendance and care to the appellee, as the same should be rendered necessary by casualty and accident, and to treat him for injuries received while in its service; that, consequently, on the happening of appellee's injury, appellant was in duty bound to furnish him such medical and surgical services, and that appellant, recognizing its said duty, did send appellee first to the Emergency Hospital at Detroit, and then to the hospital at Peru, to receive the care and attention originally promised. Such undertaking to provide surgical and medical care is not, by the statute (sections 2300 and 2301, above), made void as a part of the contract of service. The provision of the statute is that it shall be unlawful for a railroad company 'to exact from its employees, without first obtaining written consent thereto in each and every instance, any portion of their wages for the maintenance of any hospital, reading-room, library, gymnasium, or restaurant.' If the appellant did, indeed, exact any such contributions without the written consent of appellee, which does not appear from the complaint, that was not a wrong for which appellee can be held liable. It was the act of appellant, and it is a familiar principle that one can not take advantage of his own wrong. As to the deductions from appellee's wages, it appears from the complaint that appellee had no voice in the matter, but that appellant had 'for 7 years, the period of appellee's service, deducted and taken from his monthly wages the sum of 50 cents per month, with which to reimburse and recompense itself for expenses and charges incurred or rendered necessary in treating or providing surgical and medical treatment for plaintiff.' It would be strange, indeed, if appellant, while retaining this money, could now claim that appellee had no right to the promised benefit from the money so retained, for the reason only that appellant had no right to so retain it. Even if such unlawful retaining by appellant could, in any way, be considered as a contract on the part of appellee, still, as said in 9 Am. and Eng. Enc. Law, 910, 'an innocent party defrauded by a guilty one may have redress as to him.' The law is aimed at the wrongdoer. So it was said in Stockwell *v.* State, 101 Ind., 1: 'The general rule is that contracts in violation of law are void, but this rule will not be extended and applied to a case like this, so as to enable the wrongdoer to take advantage of his own wrong against an innocent party.' It is not shown here, either in the complaint or by the evidence, that the appellee was guilty of any violation of the statute in suffering a part of his wages to be retained by the appellant.

"The first reason given to show that the court erred in overruling the motion for a new trial is substantially the same as that urged against the sufficiency of the complaint; that is, that, under the statute above cited, appellant had no right, without appellee's written consent, to make deductions from his wages, in order to reimburse itself for care given or to be given to him in case of sickness or accident. We think we have shown this reasoning to be unsound. Appellant may not thus visit its own wrong upon the head of appellee. Appellee's evidence showed that he worked for the company 7 years; that he was hired by one Sternberg, who employed and discharged men and directed them in their work; that when the first pay car came along, Sternberg explained the matter of deducting monthly amounts from his wages, saying: 'The company's surgeons and physicians would treat me and all my nursing would be done, and that they had trained nurses, and that they could take care of the men better at the hospital than any man could be taken care of at home. I told him I never had been sick any, and I would rather not pay the hospital fee and run my own chances and take care of myself. He said, if I worked for the company I would have to pay it. If I didn't want to pay it I would have to quit working for the company. * * * I didn't make any kick about it after that, and it was always taken out of my wages.' To the same effect was the company's book of rules, which was introduced in evidence. The first rule set out in the book of rules is as follows: '(1) In order to provide a fund for the support of a hospital and the care of the sick and injured employees, a deduction will be made on the pay rolls from the pay of each employee as follows: Where the pay of an employee amounts to $50 or more per month a deduction of 50 cents will be made; where the pay of an employee amounts to less than $50 per month a deduction of 35 cents will be made. The above deductions will be made in all cases where the employee is in continuous service or has worked as many as 15 days in such month.' We do not think anything further is needed

as track, with the exception of guard rails on bridges, so as to prevent the feet
s employees from being caught therein. The work shall be done to the satis-
ion of the railroad commissioner.
SECTION 9823. Any railroad corporation failing to comply with the provisions
his act shall be punished by a fine of not less than one hundred dollars nor
e than one thousand dollars."
he defendant company was operating the railroad at the time of the passage
he act and had been continuously operating it since. Upon the above showing,
he close of the evidence, the court directed the jury to return a verdict for the
endant company on the ground, that as the failure of the company to block its
itches was obvious, the plaintiff must be held, notwithstanding the statute, to
re assumed the risk of injury therefrom; and such a verdict having been ren-
ed, judgment for the company was entered thereon. The plaintiff then
pealed the case to the United States circuit court of appeals for the sixth circuit,
ich rendered its decision July 5, 1899, and reversed the judgment of the lower
art.

The opinion of the court was delivered by Judge Taft, who, in the course of the
me, used the following language:

"In the absence of the statute, and upon common-law principles, we have no
ubt that in this case the plaintiff would be held to have assumed the risk of the
sence of blocks in the guard rails and switches of the defendant. His denial
knowledge of the fact that the particular guard rail causing the injury was
blocked is entirely immaterial. In such a case the authorities leave no doubt
at the servant assumes the risk of the absence of the blocks, and the employer
an not be charged with actionable negligence toward him.

"The sole question in the case is whether the statute requiring defendant rail-
ay, on penalty of a fine, to block its guard rails and frogs, changes the rule of
iability of the defendant and relieves the plaintiff from the effect of the assump-
ion of risk which would otherwise be implied against him. We have already
ad occasion to consider in a more or less direct way the effect of the statute.
n these cases we held that the failure on the part of a railway company to com-
ly with the statute was negligence per se. A further consideration of the stat-
ite confirms our view. The intention of the legislature of Ohio was to protect
he employees of railroads from injury from a very frequent source of danger by
compelling the railway companies to adopt a well-known safety device. It was
passed in pursuance of the police power of the State, and it expressly provided, as
one mode of enforcing it, for a criminal prosecution of the delinquent companies.
The expression of one mode of enforcing it did not exclude the operation of
another, and in many respects more efficacious, means of compelling compliance
with its terms, to wit, the right of civil action against a delinquent railway com-
pany by one of the class sought to be protected by the statute for injury caused
by a failure to comply with its requirements. Unless it is to be inferred from
the whole purview of the act that it was the legislative intention that the only
remedy for breach of the statutory duty imposed should be the proceeding by
fine, it follows that upon proof of a breach of that duty by the railway company,
and injury thereby occasioned to the employee, a cause of action is established.
In this case there can be no doubt that the act was passed to secure protection
and a newly defined right to the employee. To confine the remedy to a criminal
proceeding in which the fine to be imposed on conviction was not even payable to
the injured employee or to one complaining, would make the law not much more
than a dead letter.

"Does a knowledge on the part of the employee that the company is violating
the statute and his continuance in the service thereafter without complaint, con-
stitute such an assumption of the risk as to prevent recovery? Assumption of
risk is a term of the contract of employment, express or implied from the circum-
stances of the employment, by which the servant agrees that dangers of injury
obviously incident to the discharge of the servant's duty shall be at the servant's
risk. In such cases the acquiescence of the servant in the conduct of the master
does not defeat a right of action on the ground that the servant causes or contrib-
utes to cause the injury to himself; but the correct statement is that no right of
action arises in favor of the servant at all, for under the terms of the employment
the master violates no legal duty to the servant in failing to protect him from
dangers the risk of which he agreed, expressly or impliedly, to assume. The
master is not, therefore, guilty of actionable negligence toward the servant.
This is the most reasonable explanation of the doctrine of assumption of risk.

"If, then, the doctrine of the assumption of risk rests really upon contract,
the only question remaining is whether the courts will enforce or recognize as
against a servant an agreement, express or implied on his part, to waive the per-

circuit court for the southern district of Illinois. The railway company then carried the case on writ of error to the United States circuit court of appeals for the seventh circuit, which rendered its decision January 3, 1899, and reversed the judgment of the lower court.

The principal point of the decision and the reason therefor are clearly set out in the opinion of the court of appeals, which was delivered by Circuit Judge Woods, who used the following language therein:

"The substance of the charge is that the injury was caused by the failure of the company to equip its cars used in interstate commerce with grab irons, or hand holds, as required by the act of Congress of March 2, 1893 (27 Stat., 531). Section 4 of the act declares it 'unlawful for any railroad company to use any car in interstate commerce that is not provided with secure grab irons or hand holds in the ends and sides of each car for greater security to men in coupling and uncoupling cars.' The eighth section, transposed to make its meaning more clear, provides that an employee injured by a car not properly equipped, 'although continuing in the employment of such carrier after the unlawful use of such locomotive, car or train had been brought to his knowledge,' 'shall not be deemed thereby to have assumed the risk thereby occasioned.'

"Proceeding on the assumption that the defendant in error was acquainted with such irons and their uses, did ordinary prudence require him, when he observed that the foremost of the cars, which he was about to uncouple, was not equipped therewith, to refrain from going between the cars while in motion, or at least to take extra precautions against danger, or was he permitted, under the act of Congress, to act as if the irons were there? We are of opinion that this question is substantially the same as if the railroad companies voluntarily and without legislative requirement had been accustomed to use grab irons, and cars without them were known to be defective, and correspondingly more dangerous to one attempting to couple or uncouple them. The meaning of the act is that, by remaining in his employment, the servant does not assume the risks generally incident to the absence of such irons, but not that in a particular case of voluntary action, with full knowledge of the situation, the character of the act is not to be determined according to all the facts and circumstances. The known absence of the grab irons was a circumstance in this case which the jury should have been directed to consider in determining whether the defendant in error was guilty of contributory negligence, or intended to assume the risk of the attempt to uncouple. A contrary construction of the act would permit a brakeman to take the risk of coupling or uncoupling cars not supplied with hand holds under circumstances of extreme and well-understood danger, with the conscious purpose of holding the company responsible for the result. The judgment is reversed, with direction to grant a new trial."

[From B. L. No. 23, July, 1899.]

DENVER AND RIO GRANDE RAILROAD CO *v.* SIPES, 55 Pacific Reporter, page 1093.—Action was brought by Hattie Sipes against the above-named railroad company to recover damages for the death of her husband, who was killed at nighttime by the derailing of an engine upon which he was employed by the railroad company in the capacity of fireman. The proximate cause of the accident was the absence of a red light, in the cupola of the caboose of a freight train which it was the duty of the conductor to have placed there. The freight train stood on a side track and the switch in front of it was open. The deceased was employed on the engine of a passenger train which was approaching, and which had the red light been displayed in the cupola of the caboose of the freight train would have stopped. As said light was not displayed, through the negligence of the conductor of the freight train, the passenger train kept on and was derailed by the open switch. The defendant company claimed that the negligence of said conductor, which was the proximate cause of the accident, was the negligence of a fellow-servant of the deceased, and that, therefore, the company was not liable. The plaintiff claimed that it was the duty of the company to furnish said red light, and that it could not delegate this duty to an employee so as to escape liability for injuries resulting from failure to perform said duty. This view was the one taken by the district court of Arapahoe County, Colo., where the case was heard, and a judgment was rendered in favor of the plaintiff. The company appealed the case to the supreme court of the State, which rendered its decision January 9, 1899, and sustained the decision of the lower court.

Judge Gabbert delivered the opinion of the supreme court, and in the course of the same used the following language:

"It is the duty of an employer to make reasonable efforts to keep machinery and appliances used by his employees in suitable condition for use. This is one of the

ties which he is bound to perform, and can not be delegated so as to exonerate
n from liability to an employee who is injured by the negligence of a coem-
yee, charged with the performance of such duty, in failing to do so; for the
ployee so charged is the representative of the employer and not a coservant
th the one who sustains an injury by the negligent performance of such duty,
d the act or omission of the employee in this respect is that of the employer,
espective of the grade of the employee whose negligence caused the injury.
the negligence of the master is the proximate cause of an injury to an employee,
is not relieved from responsibility because the negligence of a coemployee con-
ibuted to such injury."

The judge then spoke of the red light which should have been displayed on the
eight train, and continued in the following words:

"This was one of the appliances which the company was bound to furnish for
se upon its freight trains. It delegated this duty to the employees using such
ght. They were required to keep it in good order and ready for use; and their
ilure to do so, or ask for or obtain another, during the time the regular one
as being repaired, was the act of appellant, in so far as other employees might
e affected by such neglect. The judgment of the district court is affirmed."

[From B. L. No. 23, July, 1899.]

TROXLER *v.* SOUTHERN RAILWAY CO., 32 Southeastern Reporter, page 550.—
n March 21, 1899, the supreme court of North Carolina rendered a decision in
he above-entitled case to the effect that the failure of a railroad to use automatic
couplers in general use on its freight cars is negligence per se. Action has been
brought by S. H. Troxler against the above-named railway company to recover
damages for injuries received by him while in its employ. In the superior court
of Guilford County, N. C., a judgment was rendered in his favor, and the defend-
ant company appealed.

In its opinion, affirming the judgment of the superior court and delivered by
Judge Clark, the supreme court used the following language:

"The plaintiff was injured in attempting to couple cars of the defendant on
which there were no automatic car couplers, but in lieu thereof skeleton draw-
heads of unequal height. The court below held that the absence of automatic
couplers in general use was negligence per se, and refused to submit an issue
whether the injury was not caused by the negligence of a fellow-servant, and
refused to instruct the jury, as prayed, that the plaintiff was guilty of contribu-
tory negligence if he could, by proper care, have coupled the cars by hand with-
out accident.

"The duty to furnish proper and safe appliances is that of the common master,
and injury caused by their absence can not be attributed to the negligence of a
fellow-servant. It has been heretofore held in Greenlee *v.* Railway Co. (122 N. C.,
977, 30 S. E., 115) (Department of Labor Bulletin, No. 18, page 738) that failure
of a railroad company to equip its freight cars with modern self-coupling devices
is negligence per se, continuing up to the time of an injury sustained by an
employee in coupling cars by hand, and renders the company liable, whether
such employee was negligent in the manner of making the coupling or not. The
same ruling has been previously made as to the duty of furnishing automatic car
couplers on the passenger trains in Mason *v.* Railroad Co. (1892) (111 N. C., 482,
16 S. E., 698). Where the negligence of the defendant is a continuing negligence
(as the failure to furnish safe appliances in general use, when the use of such
appliance would have prevented the possibility of the injury), there can be no
contributory negligence which will discharge the master's liability.

"The failure to provide necessary appliances is the causa causans. The
defendant, however, frankly asks us to reconsider and overrule Greenlee's case.
The case was the expression of no new doctrine, but the affirmation of one as old
as the law and founded on the soundest principles of justice and reason, to wit:
That when safe appliances have been invented, tested, and have come into gen-
eral use, it is negligence per se for the master to expose his servant to the hazard
of life or limb from antiquated and defective appliances which have been gen-
erally discarded by the intelligence and humanity of other employers. This must
be so if masters owe any duties to their employees and unless economy of expend-
itures on the part of the railroad management is to be deemed superior to the
conservation of the lives and limbs of those employed in their operation.

"As these appliances have been patented and more or less in use for over 30
years, it should not have required an act of Congress to enforce their universal
adoption. Failure to adopt them, after being so long and widely known and used,
was negligence in the defendant upon the principles of the common law. The

act of Congress imposing a penalty for failure to add the appliances after January 1, 1898, in nowise affected the right of any employee to recover for damages sustained by the negligence of any railroad company to attach them. The action of the Interstate Commerce Commission in extending the date at which such act should come into force (by virtue of authority given in the act) could not set aside the principle of law, that failure to adopt such appliances was negligence per se, nor have any other effect than to postpone the date at which the United States Government would impose the prescribed penalty upon all railroads engaged in interstate commerce failing to equip all their cars with automatic couplers—a penalty which is imposed irrespective of whether any accidents occur from such failure or not.

"We can not reverse our ruling in Greenlee's case, and it is negligence per se in any railroad company to cause one of its employees to risk his life or limb in making couplings which can be made automatically without risk. No error."

[From B. L. No. 26, January, 1900.]

TEXAS MIDLAND RAILROAD *v.* TAYLOR, 53 Southwestern Reporter, page 362.—Suit was brought by Eliza L. Taylor to recover damages for the death of her husband, one John W. Taylor, caused, as alleged, by the negligence of the defendant company above named, in whose employ as a locomotive fireman Taylor was when killed. The evidence showed that Taylor was leaning out of the cab of his engine while the train was running over a certain track, trestle, and bridge, and that while thus engaged he was struck by a part of the bridge and killed. In the district court of Hunt County, Tex., a judgment was rendered in favor of the plaintiff, and the defendant company appealed the case to the court of civil appeals of the State, which rendered its decision May 13, 1899, and affirmed the judgment of the lower court. The company then applied to the supreme court for a writ of error, but such action was refused.

The opinion of the court of civil appeals was delivered by Chief Justice Finley, and the following is taken therefrom:

"We have carefully considered the evidence as contained in the statement of facts and announce these conclusions of fact as authorized therefrom: (1) The bridge and track were defective in construction, and not in a proper state of repair, and this constituted negligence on the part of the company and caused the death of John W. Taylor, who was the husband of appellee; (2) the facts do not show that the deceased husband was guilty of contributory negligence; (3) the evidence justified the finding of the jury, and we conclude that the deceased did not know of the defective condition of the bridge and track; (4) the deceased was at his post of duty at the time he received the fatal injury through the negligence of his employer."

Applying familiar principles of law to the foregoing facts, the husband of appellee, without fault or negligence on his part, having received injuries resulting in his death caused by the negligence of appellant, appellee was entitled to recover such pecuniary damage as she suffered from the death of her husband. We find no error in the judgment, and it is therefore affirmed.

[From B. L. No. 26, January, 1900.]

GILLIN *v.* PATTEN AND SHERMAN RAILROAD COMPANY, 44 Atlantic Reporter, page 361.—This was an action on the case brought in the supreme judicial court of Maine against the above-named railroad company to recover damages for personal injuries sustained by the plaintiff while employed as a brakeman upon the track of the defendant company at Sherman Junction. The plaintiff alleged that in attempting to take certain cars situated at said junction upon the line of a connecting railroad, and while uncoupling cars, having pulled the pin, the train still moving, he tried to step out from between the cars and in so doing caught his left foot in the flare of the main rail and a guard rail, which was not filled or blocked, and received an injury to the foot which necessitated the amputation of a large portion of it. The jury returned a verdict for the plaintiff, and the defendant filed a general motion for a new trial, which was granted in a decision rendered June 2, 1899.

The opinion of the court was delivered by Judge Emery, and the syllabus of the same, which is marked "official," is in the following words:

"1. St. 1889, c. 216, requiring each railroad company to fill or block the frogs and guard rails on its track before January 1, 1890, does not require a railroad company, organized and constructing its railroad after that date, to fill or block its frogs and guard rails before allowing trains to be operated over its tracks. Such company is entitled to a reasonable time for compliance with that statute.

2. A brakeman who has worked as section man and brakeman for two years a railroad where the frogs and guard rails were not filled or blocked must be sumed to appreciate the danger of getting his foot caught in such frogs and ard rails while stepping about and over them.

3. Such a brakeman, having occasion to work as brakeman on the trains of his ployer while passing over another railroad just constructed (since January 1, 0), can not rightfully assume that the frogs and guard rails of the new railroad filled or blocked, and hence dismiss all thought of them from his mind.

4. If such brakeman, under such circumstances, continues to work without uiring the frogs and guard rails to be filled or blocked, he must be held to have ived the right and to have assumed the risk of injury from stepping into them.

5. For such a brakeman, under such circumstances, to move about over frogs d switches while coupling and uncoupling cars, even in moving trains, without ding any thought of the frogs and guard rails or as to where he may be step-ig, is negligence on his part contributing to the catching his foot in them."

[From B. L. No. 26, January, 1900.]

POOL *v.* SOUTHERN PACIFIC COMPANY, 58 Pacific Reporter, page 326.—In the strict court of Weber County, Utah, a judgment was rendered in favor of the aintiff in a suit brought by Malola Pool, administratrix of Joseph Pool, against e above-named company to recover damages for the death of said Joseph Pool, used, as alleged, by the negligence of the defendant company and its servants hile the deceased, as an employee under the direction of the defendant, was gaged in repairing a car. The defendant company appealed the case to the preme court of the State, which rendered its decision July 3, 1899, and affirmed e judgment of the lower court.

The opinion of the supreme court was delivered by Judge Baskin, and the syl-abus of the same, which was prepared by the court, sufficiently shows the facts nd decision in the case and reads in part as follows:

"2. Under the rule that the contract of employment imposes upon the master he implied obligation not to expose the servant to dangers which the master, by he exercise of reasonable care, skill, and prudence, could avert, evidence which hows that deceased, a car repairer, was directed to repair a car standing on a rack other than a repair track; that he went under the car for the purpose of making repairs as directed; that no danger flag was placed on the car being epaired; and that, while the deceased was so employed, an engine and caboose, nder the direction of K., the foreman of the switchmen in the train department, who had actual knowledge of deceased's position under the car, were backed gainst the car, resulting in the injury and death of the deceased, clearly shows hat defendant did not properly discharge the duties which he owed to the deceased under the contract of employment and was guilty of gross negligence.

"3. Among the implied duties imposed by the contract of employment upon the master are that he shall provide reasonable and suitable means and appliances to enable the servant to do his work as safely as the hazard incident to the employment will permit, and that he will provide a suitable and reasonable safe place for doing the work to be performed by the servant.

"4. The master can not escape liability for injuries inflicted upon his servant for a negligent discharge of these duties by intrusting their performance to another. These duties are personal duties of the master, which can in no way be delegated so as to relieve him from responsibility. A failure to perform these duties, or any negligence in their performance, is the negligence of the master, for which he is liable. Such negligence is not a hazard necessarily attendant upon the occupation of the servant, nor is it one which he, in legal contemplation, is presumed to risk in the service of the master.

"5. When the nature of the business is such as to require it, the law imposes upon the master the duty of making and promulgating suitable rules to promote the safety of his employees.

"6. When the nature of the employment of car repairer is so hazardous as the evidence herein disclosed, the duty is imposed upon the master of making and promulgating a rule requiring the placing of danger flags upon cars when repairers are under them, and forbidding any coupling to be done by a locomotive while they are so engaged.

"7. A laborer in the car shops of a railroad corporation and the foreman of the switchmen in the train department are not fellow-servants.

"8. Even if the injury complained of was directly caused by the act of a fellow-servant, if the chances of its occurrence would have been greatly less if the defendant had faithfully performed the duties it owed deceased, and its negligence in this regard contributed to the injury, the defendant is liable.

"9. It is only when the negligence of the plaintiff clearly appears from the evidence that a trial court is justified in withdrawing the question of contributory negligence from the jury; and, where the place where the deceased was ordered to work was not necessarily or inherently dangerous, he had a right to presume that he would not be exposed to unnecessary danger, and that defendant had used proper care to render the place where he was to work reasonably safe, and the fact that he, in obedience to the order of the foreman in charge of repairs, went to work under the car, beneath which he was fatally injured, does not establish contributory negligence."

[From B. L. No. 25, November, 1899.]

SMITH *v.* ST. LOUIS AND SAN FRANCISCO RAILWAY COMPANY ET AL., 52 Southwestern Reporter, page 378.—Suit was brought against the above-named railway company and its receivers by William H. Smith, a locomotive fireman, to recover damages for injuries incurred by him while in the employ of said company. In the circuit court of Newton County, Mo., a judgment was rendered in his favor and the defendant company appealed the case to the supreme court of the State, which rendered its decision July 12, 1899, and reversed the decision of the lower court. The grounds of said reversal were various, but the most important point decided was that an action against a railroad company, accruing before the appointment of receivers, can not be maintained against the receivers without first obtaining consent of the court appointing such receivers.

Judge Marshall, who delivered the opinion of the supreme court, spoke as follows upon the above point:

"This proceeding against the receivers appointed by the circuit court of the United States for the eastern district of Missouri is without any permission or authority from that court, and hence can not be maintained. The cause of action did not arise or accrue while the receivers were in charge and conducting the business, and, therefore, the plaintiff does not come within the provisions of the act of March 3, 1887 (24 Stat., p. 554), providing that a receiver may be sued without the previous leave of the court in respect of any act or transaction of his in carrying on the business.

"The accident complained of occurred on the 20th of October, 1893, and the receivers were not appointed until December 23, 1893. Receivers are officers of court to hold and manage property which is in the registry of the court, and persons having any claim to property so situated must submit their claims to the court that has obtained jurisdiction over the res, and the court will not permit its officers to be sued in any other tribunal without its consent. This is not only a law of comity among courts, but it is a jurisdictional necessity, for it is manifest that 2 courts could not, acting separately, successfully manage the property or harmoniously distribute it.

"The petition does not aver that the consent or the permission of the United States circuit court to sue its receivers was asked or obtained before this action was begun, and there is a total lack of any evidence of such steps having been taken. The action can not, therefore, be maintained, and the judgment against the receivers, or, as amended, that the judgment against the company be certified to the receivers, is reversed."

[From B. L. No. 26, January, 1900.]

NARRAMORE *v.* CLEVELAND, CINCINNATI, CHICAGO AND ST. LOUIS RY. CO., 96 Federal Reporter, page 298.—This action was brought in the United States circuit court for the western division of the southern district of Ohio to recover damages for personal injuries sustained by the plaintiff, one Narramore, while in the employ of the defendant company as a switchman in its railroad yards at Cincinnati, Ohio. While the plaintiff was attempting to couple two freight cars his foot was caught in an unblocked guard rail, and in his effort to extricate it his right hand was crushed between the drawheads of the cars and injured so badly as to require amputation. Plaintiff had been in the defendant's employ for 7 months. He had 9 years' experience as a railroad man. There were a great many guard rails and switches in the yard where he worked. With the exception of a few, where experimental blocks were used, the company did not use blocks in either its guard rails or switches. The plaintiff relied on the statute of Ohio, passed March 23, 1888, being sections 9822 and 9823 of the Revised Statutes, seventh edition. The sections read as follows:

"SECTION 9822. Every railroad corporation operating a railroad or part of a railroad in this State, shall, before the first day of October, in the year eighteen hundred and eighty-eight, adjust, fill, or block the frogs, switches, and guard rails

its track, with the exception of guard rails on bridges, so as to prevent the feet its employees from being caught therein. The work shall be done to the satis-tion of the railroad commissioner.

"SECTION 9823. Any railroad corporation failing to comply with the provisions this act shall be punished by a fine of not less than one hundred dollars nor ore than one thousand dollars."

The defendant company was operating the railroad at the time of the passage the act and had been continuously operating it since. Upon the above showing, the close of the evidence, the court directed the jury to return a verdict for the fendant company on the ground, that as the failure of the company to block its vitches was obvious, the plaintiff must be held, notwithstanding the statute, to ve assumed the risk of injury therefrom; and such a verdict having been ren-ered, judgment for the company was entered thereon. The plaintiff then ppealed the case to the United States circuit court of appeals for the sixth circuit, hich rendered its decision July 5, 1899, and reversed the judgment of the lower ourt.

The opinion of the court was delivered by Judge Taft, who, in the course of the ame, used the following language:

"In the absence of the statute, and upon common-law principles, we have no oubt that in this case the plaintiff would be held to have assumed the risk of the bsence of blocks in the guard rails and switches of the defendant. His denial f knowledge of the fact that the particular guard rail causing the injury was nblocked is entirely immaterial. In such a case the authorities leave no doubt hat the servant assumes the risk of the absence of the blocks, and the employer an not be charged with actionable negligence toward him.

"The sole question in the case is whether the statute requiring defendant rail-way, on penalty of a fine, to block its guard rails and frogs, changes the rule of iability of the defendant and relieves the plaintiff from the effect of the assump-tion of risk which would otherwise be implied against him. We have already had occasion to consider in a more or less direct way the effect of the statute. In these cases we held that the failure on the part of a railway company to com-ply with the statute was negligence per se. A further consideration of the stat-ute confirms our view. The intention of the legislature of Ohio was to protect the employees of railroads from injury from a very frequent source of danger by compelling the railway companies to adopt a well-known safety device. It was passed in pursuance of the police power of the State, and it expressly provided, as one mode of enforcing it, for a criminal prosecution of the delinquent companies. The expression of one mode of enforcing it did not exclude the operation of another, and in many respects more efficacious, means of compelling compliance with its terms, to wit, the right of civil action against a delinquent railway com-pany by one of the class sought to be protected by the statute for injury caused by a failure to comply with its requirements. Unless it is to be inferred from the whole purview of the act that it was the legislative intention that the only remedy for breach of the statutory duty imposed should be the proceeding by fine, it follows that upon proof of a breach of that duty by the railway company, and injury thereby occasioned to the employee, a cause of action is established. In this case there can be no doubt that the act was passed to secure protection and a newly defined right to the employee. To confine the remedy to a criminal proceeding in which the fine to be imposed on conviction was not even payable to the injured employee or to one complaining, would make the law not much more than a dead letter.

"Does a knowledge on the part of the employee that the company is violating the statute and his continuance in the service thereafter without complaint, con-stitute such an assumption of the risk as to prevent recovery? Assumption of risk is a term of the contract of employment, express or implied from the circum-stances of the employment, by which the servant agrees that dangers of injury obviously incident to the discharge of the servant's duty shall be at the servant's risk. In such cases the acquiescence of the servant in the conduct of the master does not defeat a right of action on the ground that the servant causes or contrib-utes to cause the injury to himself; but the correct statement is that no right of action arises in favor of the servant at all, for under the terms of the employment the master violates no legal duty to the servant in failing to protect him from dangers the risk of which he agreed, expressly or impliedly, to assume. The master is not, therefore, guilty of actionable negligence toward the servant. This is the most reasonable explanation of the doctrine of assumption of risk.

"If, then, the doctrine of the assumption of risk rests really upon contract, the only question remaining is whether the courts will enforce or recognize as against a servant an agreement, express or implied on his part, to waive the per-

formance of a statutory duty of the master imposed for the protection of the servant and in the interest of the public, and enforceable by criminal prosecution. We do not think they will. To do so would be to nullify the object of the statute. The only ground for passing such a statute is found in the inequality of terms upon which the railway company and its servants deal in regard to the dangers of their employment. The manifest legislative purpose was to protect the servant by positive law, because he had not previously shown himself capable of protecting himself by contract; and it would entirely defeat this purpose thus to permit the servant 'to contract the master out' of the statute.

"Judgment reversed, at costs of the defendant, with directions to order a new trial."

[From B. L. No. 27, March, 1900.]

GALVESTON, HOUSTON AND SAN ANTONIO RY. CO. *v.* HUGHES ET UX., 54 Southwestern Reporter, page 264.—Edward P. Hughes and wife brought suit in the district court of El Paso County, Tex., to recover damages for the death of their son, W. E. Hughes, who was killed while in the employment of the above-named railroad company. A judgment was rendered for the plaintiffs, and the company appealed the case to the court of civil appeals of the State, which rendered its decision November 1, 1899, and affirmed the decision of the district court.

The opinion was delivered by Judge Fly, and from the same the following, sufficiently stating the facts in the case, is quoted:

"The deceased, an inexperienced young man, whose inexperience was known to appellant, applied for and obtained from appellant employment in its switch yard in El Paso. About 2 hours after his employment deceased, while performing the duties incumbent upon him, got his foot fastened in an unblocked frog and was run over and crushed in such a manner by appellant's cars that he died.

"The testimony clearly demonstrated that deceased had been in the employ of appellant about 2 hours at the time of his death; that he was inexperienced and unacquainted with the dangers of his employment, and that appellant knew of his inexperience. The rule is:

"'If there are any dangers, either latent or patent, of which the master has knowledge, either actual or presumed, which the employee, either from his youth, inexperience, want of skill, or other cause, does not, or is presumed not to, understand or comprehend, they must be made known to him by the master; and this duty of the master is the same as to the machinery or appliances used or to be used by him. It is presumed that the master, or the person placed in charge of a hazardous business or department thereof, is familiar with the dangers, latent or patent, ordinarily accompanying the business which he has in charge. The obligation is not discharged by informing the servant generally that the service in which he is engaged is dangerous, and more especially is this so when the servant is a person who neither by experience nor by education has, or would be likely to have, any knowledge of the perils of the business, either latent or patent. In such case the servant should be informed not only that the service is dangerous, but of the perils of a particular place and the particular or peculiar dangers that attend the service, if any.' (Bailey, Mast. Liab., pages 111, 112.)

"Ordinarily a person who accepts employment from another assumes all ordinary risks incident thereto and can not recover for injuries resulting therefrom; and doubtless, in the absence of knowledge on the part of the employer of an applicant for employment coming within the exceptions furnished by youth, inexperience, or want of skill, the employer could assume that he was not within the exceptions, and would not be under obligations to warn him of the dangers incident to his employment; but in this case appellant knew deceased was inexperienced, and its yard master recognized the necessity of instructing him as to the work, but for some reason failed to do it.

"It was in proof, and we find, that unblocked frogs and guard rails are dangerous to persons working in switch yards, and that this was unknown to deceased and was known to appellant, but it gave no warning to deceased, although it knew him to be inexperienced. The evidence was sufficient to establish negligence on the part of appellant, and that deceased was not guilty of contributory negligence."

[From B. L. No. 27, March, 1900.]

NORFOLK AND WESTERN RAILWAY COMPANY *v.* STEVENS, 34 Southeastern Reporter, page 525.—Action was brought in the hustings court of Roanoke, Va., by Charles R. Stevens, administrator of the estate of Joseph Stevens, deceased, to recover damages from the above-named railroad company for the death of said Stevens while in its employ as a locomotive fireman, caused by the negligence of

Phœnix Bridge Company which was putting in a new bridge over a river der a contract with the railroad company. A judgment was rendered for the intiff, and the defendant company carried the case upon writ of error before supreme court of appeals of the State, which rendered its decision November 1899, and reversed the judgment of the lower court upon the ground, among ers, that where it is the custom of railroad companies to have certain work, t essentially hazardous, done by independent contractors, and ordinary care is ed in the selection of such contractor, the railroad company can not be held sponsible for injuries resulting to its employees through the negligence of such lependent contractor, since the railroad company is not an insurer of the safety its employees, but is bound only to exercise ordinary care for their safety.

The opinion of the court, delivered by Judge Keith, reads, upon this point, as llows:

"It is shown in the evidence that it is the general custom of railroad companies construct bridges as was done in this case, and that it is not an essentially azardous undertaking; that while it requires care to substitute a new bridge for d old one without the interruption of traffic, with ordinary care it may be done ith entire safety. It further appears that the Phœnix Bridge Company is an tablished and reputable concern, largely engaged in such work, and has the onfidence of the business public. As we have before said, the contract between he bridge company and the railroad company seems carefully to have guarded, s far as human foresight could do, against the dangers incident to the work. If he bridge company had complied strictly with its contract the accident would ot have occurred. It was due to the removal of the false work before a sufficient umber of rivets had been put into the new bridge to sustain the train that undertook to pass over it. But the railroad company is not responsible for the negligence f the Phœnix Bridge Company. It is responsible only for its own negligence and hat of its agents and employees, while the Phœnix Bridge Company was an ndependent contractor.

"The railroad company is not an insurer of the safety of its employees. It is ound by law only to exercise ordinary care for their safety, no matter how hazardous the business may be in which the servant is engaged, and the degree of care in the particular case is to be ascertained by the general usages of the business."

[From B. L. No. 31, November, 1900.]

NEW ORLEANS AND NORTHEASTERN RAILROAD CO. *v.* CLEMENTS, 100 Federal Reporter, page 415.—One E. T. Clements was night foreman in the switch yards of the above-named railroad company at Meridian, Miss. About 10 o'clock at night certain flat cars of another road arrived in the yards and were inspected by the regular inspectors, after which Clements had an engine attached thereto and started to move them. After they had started and were moving slowly, he observed that a brake was set on one car, and, climbing on the next car, he started to step from one to the other—reaching forward and taking hold of the brake wheel as he did so. The nut was gone from the top of the brake rod and the wheel came off, causing him to fall between the cars, and he was run over and his arm crushed. He brought suit against the railroad company for damages, and in the United States circuit court for the southern district of Mississippi a judgment in his favor was rendered. The railroad brought the case before the United States circuit court of appeals for the fifth circuit, upon a writ of error, and said court rendered its decision February 28, 1900, affirming the judgment of the lower court.

Circuit Judge Pardee delivered the opinion of the court of appeals, and after reciting and commenting upon certain instructions and charges which the railroad company requested the court to give to the jury and which the court refused to do he continued in the following language:

"The rule sought to be presented by these instructions and charges is that, while it is the duty of the railroad company to make proper inspection and look after the condition of cars that it calls upon its employees to use, when the railroad company has appointed proper and capable inspectors, and provided by its rules that these inspectors shall make due and proper inspection, and the inspectors have made inspection, then the duty of the railroad company is performed, and no negligence can be imputed to the company because the inspection has not been thorough and complete."

At this point the judge cites and quotes from numerous decisions of the courts, and then continues as follows:

"In the light of these decisions, we understand the law to be that, as to patent defects in machinery furnished by railroad companies for the employees to use,

the railroad companies are insurers in all cases where the employee, by reason of his employment or the circumstances of the case, has no full opportunity, before using the machinery in question, to observe and note the patent defect; and the rule is the same with regard to all defects that can be discovered on proper examination and inspection.

"In the present case the defendant in error (Clements) was not called upon by his duty to make any particular inspection of the cars turned over to him after the regular inspection. As to the particular defect which resulted in his injury, the proof is clear that although the defect was patent, and could and would have been readily noticed by any employee called ordinarily to use the same, the defendant was called upon to use it at night, in an emergency, and without opportunity to examine or inspect the same. It may be, as counsel for plaintiff in error argued, that he knew that the car had lately come in from another road; that after he reached the platform of the car he could, with the slightest movement of his hand, or instantaneous movement of his lantern, have discovered the condition of the brake (that is, the absence of the nut), and that upon that discovery he could have used the brake ("let it off") in such a way that he would not have been injured. But the trouble is, he had no opportunity to examine the condition of the brake with his hand, or by any movement of the lantern. In the line of his duty, he was climbing on top of the car as it was moving, and he reached for and caught the brake to support himself preparatory to using the same; and to say, under such circumstances, that he should have made a preliminary inspection, is contrary to both reason and authority. On the whole case—and we have examined it with great care—we are constrained to hold that the record shows no reversible error on the trial, and the judgment must be affirmed."

II. DECISIONS AFFIRMING FELLOW-SERVANT RULE AND THE PRINCIPLE OF EMPLOYEE ASSUMING THE RISK.

1.—DECISIONS ILLUSTRATING THE RULE THAT THE EMPLOYEE ASSUMES THE RISKS OF HIS EMPLOYMENT.

[Abstract from report in L. B. No. 2, January, 1896.]

In the case of SHACKLETON *v.* MANISTEE AND NORTHEASTERN RAILROAD COMPANY (64 Northwestern Reporter, page 728) the supreme court of Michigan decided, October 22, 1895, that under the conditions of the case the railroad company was not answerable for the death of an employee who while in the discharge of his duty was thrown from a way car and killed, by reason of the absence of a handrailing which had been removed from the car. This decision was based upon the fact that the employee took out the car without protest to the proper officer of the road, in accordance with the rules of the road, although he had asked a workman to fix the car and had been told by one of his superior officers to get the car fixed. Notwithstanding, he continued in the use of the car, without protest, until he was killed. In the language of the opinion of the court, "the most that can be said is that the company might have been negligent in not repairing the car sooner, but such negligence was open to the observation of the deceased and he saw fit to continue in the use of the car. He made no objection to using it in its crippled condition; he gave no notice to anyone in authority which would indicate to defendant that he refused to take the risk, which was as apparent to him as to anyone connected with the road."

[Abstract from report in B. L. No. 4, May, 1896.]

In the case of SKIDMORE *v.* THE WEST VIRGINIA AND PITTSBURG RAILROAD COMPANY, the supreme court of appeals of West Virginia reversed, November 29, 1895, the judgment of a lower court awarding damages to a section hand who was engaged in clearing away a wreck, under the supervision of a section boss, and was injured in moving a tender whose dangerous position was not known to the section boss when ordering the work done. The decision of Judge English (23 Southeastern Reporter, p. 713) laid down the following principles:

"Where foreman and his assistants have equal knowledge of the danger accompanying an act about to be done, even if the foreman requests its performance, and injury ensues to the assistant, the employer can not be made liable. Notwithstanding the request, the assistant can comply or not, as he chooses, and if he does comply he takes his chances of the peril surrounding the situation.

"It is only when the servant is ignorant of the impending danger, and the

nployer is not, and the employer fails to warn the servant of such danger, that ne master's liability attaches.

"When one enters upon a service he assumes to understand it and takes all the rdinary risks that are incident to the employment; and where the employment resents special features of danger, such as are plain and obvious, he also assumes he risk of those.

"Where the danger consists in some latent defect, which is not apparent by the se of ordinary diligence on the part of the master, and a servant performing his ork is thereby injured, when he had the same chances of observation as the aster, no liability attaches to the master."

[From B. L. No. 12, September, 1897.]

REESE *v.* WHEELING AND ELM GROVE R. R. Co., 26 Southeastern Reporter, page 04.—Action was brought in the circuit court of Ohio County, W. Va., by William L. Reese against the railroad company above named to recover damages for njuries received while in the employ of said company. The evidence showed hat at the time of the accident the plaintiff was riding in a standing position on truck which was being pushed forward by an engine, and that the truck, hrough some defect either in itself or in the track, was derailed and the plaintiff was injured; that the plaintiff had knowledge of the defect in the track, and also hat the plaintiff had been warned of the danger of riding on said truck in a standing position. A judgment was rendered in the circuit court in favor of the plaintiff, and the defendant company carried the case, on writ of error, to the supreme court of appeals of the State. Said court rendered its decision November 18, 1896, and reversed the judgment of the circuit court. Its opinion was delivered by Judge English, and from the syllabus of the same, which was prepared by the court, the following is quoted:

"1. When a servant enters into the employment of a master, he assumes all the ordinary hazards incident to the employment, whether the employment be dangerous or otherwise.

"2. When a servant willfully encounters dangers which are known to him, the master is not responsible for an injury occasioned thereby.

"3. An employer does not impliedly guarantee the absolute safety of his employees. In accepting an employment, the latter is assumed to have notice of all patent risks incidental thereto, or of which he is informed, or of which it is his duty to inform himself; and he is also assumed to undertake to run such risks.

"4. Where an employee of a railroad company is being carried on a construction train to his home from his work by the railroad company, without any agreement or compensation therefor, and voluntarily takes a position standing on a small truck which is being pushed forward by the engine, contrary to repeated warnings of those in charge of the train as to the danger of so doing, and he is injured by reason of the derailment of the truck, if his riding in that position is the proximate cause of his injury, the railroad company is not responsible for his injuries thereby occasioned."

[From B. L. No. 12, September, 1897.]

OLIVER *v.* OHIO RIVER R. R. Co., 26 Southeastern Reporter, page 444.—Suit was brought in the circuit court of Wood County, W. Va., by Clifton Oliver against the above-named railroad company to recover damages for personal injuries received while in the employ of said company. Judgment was rendered for the plaintiff, and the defendant carried the case, on writ of error, to the supreme court of appeals of the State, which court rendered its decision December 9, 1896, and reversed the decision of the lower court.

The opinion of the supreme court of appeals was delivered by Judge English. The syllabus of the same was prepared by the court, and contains a clear statement of the different points of the decision, and for the understanding of the same a statement of the facts in the case is not necessary. The following is quoted from the syllabus:

"1. The measure of a master's duty to his servant is reasonable care, having relation to the parties, the business in which they are engaged, and the exigencies which require vigilance and attention. He is not a guarantor of the safety of his servant.

"2. The master's duty is to make and promulgate proper rules. It is not required that the master should see to it personally that notice comes to the knowledge of all those to be governed thereby. If there is due care and diligence in choosing competent servants to receive and transmit the necessary orders, the

negligence by them in performing it is a risk of the employment that the coemployee takes when he enters the service.

"3. Where an employee of a railroad company has knowledge of any danger connected with his employment which may be avoided by the use of ordinary care, and appreciates the danger to which he exposes himself, if he continues in such employment after such knowledge without protest or complaint on his part or promise on the part of such railroad company that such danger shall be removed he will be held to have assumed the risk of such danger and to have waived all claims for damages in case of injury.

"4. When a servant enters into the employment of a master he assumes all the ordinary risks incident to his employment, whether the employment is dangerous or otherwise; and if a servant willfully encounters dangers which are known to him or are notorious, the master is not responsible for any injury occasioned thereby."

[From B. L. No. 13, November, 1897.]

SWANSON *v.* GREAT NORTHERN RY. CO., 70 Northwestern Reporter, page 978.—Action was brought in the district court of Hennepin County, Minn., by Jacob Swanson against the above-named railroad company to recover damages for injuries received while in its employ. The evidence showed that plaintiff, a section hand, was put to work on a large hill from which defendant was removing gravel; that he was ordered up the slope of this hill to assist other workingmen in loosening the material, that it might fall down to the bottom of the pit, there to be loaded upon cars by a steam shovel, and that in some way from the sliding of the earth he was injured. The defendant company filed a demurrer to the complaint on the ground that the complaint failed to state a cause of action, and the district court issued an order overruling the demurrer. From said order the railroad company appealed to the supreme court of the State, which rendered its decision May 10, 1897, and reversed the order of the lower court.

The opinion of the supreme court was delivered by Judge Collins, and contains the following language:

"It is the universal rule that, in performing the duties of his place, a servant is bound to take notice of the ordinary operation of familiar natural laws, and to govern himself accordingly. Failing to do so, he takes the consequences. He can not charge such consequences upon the master, when he can see that which is open and apparent to a person of ordinary intelligence.

"The progress of the work necessarily changed the character of the place and enhanced the danger, and under such conditions it has never been held that it is the absolute duty of the master to furnish the servant a safe place in which to work.

"Any man of ordinary capacity would know that, as a place to work in, the slope of a gravel pit is more or less dangerous, especially when the work is to loosen the material; that the laws of gravitation may operate, and precipitate such material to the bottom of the pit. The work of plaintiff and his associates was to release the gravel and earth, to cause it to break away, and to slide or fall down; and they should, and undoubtedly did, realize that the sliding or falling was attended with danger to any person in the way. The only difference in the danger to be apprehended and guarded against between the falling of gravel or earth from overhead because of an excavation, and its falling or sliding because released or loosened upon the face of a slope, is merely one of degree. The complaint failed to state a cause of action, and the demurrer should have been sustained. Order reversed."

[From B. L. No. 20, January, 1899.]

DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY *v.* VOSS, 41 Atlantic Reporter, page 224.—This case was heard in the supreme court of New Jersey on a demurrer to the declaration of the plaintiff, one Theodore Voss, in an action brought by him against the above-named railroad company. The decision of the court, sustaining the demurrer to the first count of the declaration and overruling the demurrer to the third count, was rendered September 22, 1898.

The opinion of the court was delivered by Judge Lippincott, and the following, sufficiently showing the facts and the decision in the case, is quoted therefrom:

"In this case separate demurrers are filed to the first and third counts of the declaration. The action is one by the plaintiff to recover damages of the defendant for personal injuries inflicted while the plaintiff was in the employment of the defendant in its freight coal yard at the terminus of its railroad at the Hudson River, in Jersey City. The first count of the declaration avers that at the

erminus of this railroad the railroad company had a coal yard appurtenant to he railroad and used in connection with the distribution of coal carried by the ailroad company to the various points of unloading, by means of tracks laid in he said yard, over which the cars carrying coal were transferred. It avers that n January, 1896, the plaintiff was a servant of the defendant in this yard, and hat it was a part of his work or duty to go upon the coal cars standing in said ard and get coal to be used in the said business of operating its railroad. One verment of negligence in this count is that the defendant suffered and permitted, n the operation of its yard, 'its cars to be kicked with great force and violence cross this yard; that is to say, to be driven across by giving them an impetus nd detaching them.' So far as this averment, standing alone, is concerned, the mpetus and the detachment of the cars was the manner in which the work of the yard was done by the coemployees or coservants of the plaintiff in the employment of the defendant, whose negligence in this respect, even if it be conceded to exist, would not form a basis for an action for injuries arising by reason of such negligence. The negligence of a coservant is a risk assumed in the common employment. But the count of the declaration obtains its force from the further averment of negligence of the defendant in operating its roads, which is couched in these words, to wit, 'and of its negligence and carelessness in failing to make and enforce reasonable and proper rules and regulations for the guidance of its employees in the operation of its said yard,' and again charging it with 'negligence and carelessness in failing to make and enforce reasonable and proper rules and regulations for the guidance of its employees in its said business.' There is no averment whatever setting forth in what respect the failure to make reasonable rules and proper regulations was the cause of the injury to the plaintiff. Even if such averment had been contained in this count of the declaration, still it is clear that in the work of the operation of this yard and the business carried on therein the plaintiff assumed all the risks of the negligence of his coservants as incidental to this class of employment, and therefore the gravamen of the count, in so far as the liability of the defendant is concerned, is in the averment that the company failed to establish certain general rules for the guidance of its employees or servants in their relations to each other in the work being carried on in this yard. This count of the declaration is framed upon the general idea that it was the duty of the defendant, as master, to make and enforce rules and regulations for the operation of its yard. I think it is sufficient to say that in the law no such legal duty existed upon the part of the defendant. Risks which are incidental to the employment, risks which are obvious, and those arising from the negligence of coservants, and those created by the want of reasonable care in the exercise by the servant when he enters or continues in the service; for such there can not, in reason, be any legal duty resting upon the master to establish rules and regulations to protect the servant. The general averment of the failure to exercise reasonable care to make and establish or enforce rules and regulations furnishes no basis of liability against the master.

"There is no principle of law compelling the establishment of rules by which the work of the master shall be done by the servant. The great danger to the master would be the establishment of rules and regulations for the conduct of his business the operation of which might resul. in risks not contemplated by the parties and involve serious discussion as to their reasonableness. The master is not bound to make any such rules, but is entitled to have his liability to his servant for the dangers of the work determined by the application of the general principles of law regulating and governing the relation of master and servant to each particular cause or case of injury as it arises and to the system or manner in which his business is operated or conducted. The demurrer to the first count of the declaration is sustained, with the costs."

[From B. L. No. 24, September, 1899.]

SELDOMRIDGE *v.* CHESAPEAKE AND OHIO RAILWAY CO., 33 Southeastern Reporter, page 293.—Walter Seldomridge, a fireman in the employ of the above-named railway company, while under an engine, engaged in cleaning out an ash pan, was injured, and died as a result thereof. Some cars were pushed by another engine against the one that Seldomridge was under, causing it to run over him and cut off both his legs. Action was brought against the railway company by C. A. Seldomridge to recover damages for the death of Walter Seldomridge, and in the circuit court of Summers County, W. Va., a judgment was rendered in his favor. The railway company then carried the case upon writ of error to the supreme court of the State, which rendered its decision April 22, 1899, and reversed the judgment of the lower court.

The opinion of the court was delivered by Judge Brandon, and the syllabus of

the same, which was prepared by the court, lays down those principles of the law which were applicable to the case, as follows:

"2. An employer is not bound to furnish the most approved and safest appliance, nor provide the best method and means of work for employees, and if the same are in use by him, and can be with reasonable care used with safety, it is all that can be required of the employer.

"3. An employee accepts service subject to risks incidental to it, and when the appliances or means or methods of work are known to the employee he can make no claim upon the employer to change them. He accepts them as they are, and if injured therefrom he can not recover damages.

"4. When an employee willfully encounters danger known to him, or patent or open to be seen and known, he can not recover damages from his employer for injury therefrom.

"5. When an employee assents to occupy the place prepared for him and to incur the dangers to which he will be exposed thereby, having sufficient intelligence and knowledge to enable him to comprehend them, it is not a question whether such place might, with reasonable care and expense, have been more safe. His assent has dispensed with that part of the master's duty to make it so. Having consented to serve in the way and manner in which the business was being conducted, he has no proper grounds of complaint, even if reasonable precautions have not been taken.

"6. An employee can not recover from his employer for injuries received by reason of an accident which could have been averted by the employee's proper and prudent discharge of his duties, nor can his personal representative in such case, if death ensue, maintain an action for damages by reason thereof."

[From B. L. No. 24, September, 1899.]

PENNSYLVANIA CO. *v.* EBAUGH, 53 Northeastern Reporter, page 763.—In the circuit court of Marion County, Ind., Philip K. Ebaugh recovered a judgment for damages in a suit brought by him against the above-named company for injuries received while attempting to couple cars while in the service of said company as a brakeman on one of its freight trains. Said injuries were alleged to have been caused by the negligence of the conductor of the train. The company appealed the case to the supreme court of the State, which rendered its decision May 10, 1899, and reversed the judgment of the lower court on the ground of error of said court in refusing to give certain instructions to the jury, as requested by the defendant company.

Judge Hadley delivered the opinion of the supreme court, and in the course of the same he used the following language:

"It is a rule of universal acceptance by the courts of this country that an employee assumes all the ordinary dangers of his employment which are known to him, or which, by the exercise of ordinary diligence would have been known to him. It is alike the duty of the employer and employee to be diligent in the discharge of their reciprocal duties for the avoidance of personal injury to the latter; and both are alike bound to know, and will be chargeable as knowing, all facts and conditions that a person of ordinary caution and prudence, in a like situation, would have discovered. Neither may close his eyes or carelessly neglect observation and inquiry for the safety of the employee and find immunity on the ground that he did not have actual knowledge of the danger. In such cases constructive knowledge has the same force and effect as actual knowledge."

[From B. L. No. 31, November, 1900.]

LEAZOTT *v.* BOSTON AND MAINE RAILROAD CO., 45 Atlantic Reporter, page 1084.—Suit was brought by Victor Leazott against the above-named railroad company to recover damages for injuries incurred while in its employ. The accident occurred in the State of Massachusetts, and was occasioned by the breaking of a brake rod, which had a defect in it that had existed for some time, but was not readily discoverable by the plaintiff. The car to which the rod was attached belonged to another railroad company and had been received by the Boston and Maine at Worcester, Mass. The default and negligence complained of was the failure of the defendant company to inspect the brake when the car was received by said company. In the supreme court, sitting in Hillsboro County, N. H., where the case was heard, a verdict was rendered in favor of the plaintiff, and the case was carried before the law term of said court upon exceptions. The decision of said court was rendered July 28, 1899, and the exceptions were sustained and a judgment rendered for the defendant company. From the opinion of the court, delivered by Judge Young, the following is taken:

"The rights of parties in actions of tort are so far governed by the lex loci that whatever would be a defense to an action where the cause arose is a defense here. Inspection was the only duty which the law of Massachusetts imposed upon the defendants for the plaintiff's benefit in respect of this car, and they performed this duty if they furnished competent, sufficient, and suitable inspectors, acting under proper superintendence, rules, and instructions. The defendants' habitual neglect to inspect the brakes on cars which they received from connecting lines was the only evidence of their failure to perform this duty, and while this is evidence of the defendant's negligence, it is not of itself sufficient to establish their liability, for the burden is on the plaintiff to show all the facts necessary to constitute his cause of action, and one of these facts is that the accident was not caused by a risk which he assumed when he entered the defendant's employment. A servant assumes the risk arising from all the ordinary dangers of his employment, of which he either knows or might have known by the exercise of due care; and this includes any risk arising from the negligent performance of the master's duties, if the servant knows of this danger and voluntarily remains in the master's employment. Upon this point the law is the same both in this State and in Massachusetts.

"The plaintiff was familiar with his work and with the defendant's system of inspection. He knew that they never made any test to discover the strength of brake rods on foreign cars. The danger from insufficient brake rods on cars of this kind is so apparent that no man of ordinary prudence could fail to see and appreciate it; and the plaintiff, by voluntarily remaining in the defendant's employment after he knew of this danger, must be held to have assumed the risk. Verdict set aside. Judgment for the defendants."

2. DECISIONS ILLUSTRATING THE FELLOW-SERVANT RULE.

[Abstract from report in L. B. No. 2, January, 1896.]

The supreme court of Indiana, reversing the decision of the circuit court of Sullivan County, decided October 16, 1895, in the case of MARGARET C. TOHILL *v.* EVANSVILLE AND TERRA HAUTE RAILROAD COMPANY, that the plaintiff was not entitled to recover damages for the death of her husband, who was killed on duty as engineer in the employ of the railroad company in a collision between his train and another which was being run as an extra. It was claimed that the engineer of the regular train who was killed was not notified of the running of the extra train. The supreme court held, however, that the proximate cause of the collision was the negligence of those in charge of the extra trains whose operatives were fellow-servants of the unfortunate engineer and hence that the railroad company was not responsible for the accident.

[Abstract from report in L. B. No. 3, March, 1896.]

Chapter 24, acts of 1891, of Texas, entitled "Fellow-servants," provided in section 2 that "all persons who are engaged in the common service of such railway corporations and who, while so engaged, are working together at the same time and place to a common purpose, of same grade, neither of such persons being intrusted by such corporations with any superintendence or control over their fellow-employees, are fellow-servants with each other; provided that nothing herein contained shall be so construed as to make employees of such corporation, in the service of such corporation, fellow-servants with other employees of such corporation engaged in any other department or service of such corporation. Employees who do not come within the provisions of this section shall not be considered fellow-servants." This chapter was repealed by chapter 91 of the acts of 1893, which reenacted practically the section quoted, but extended its scope to include the employees of receiver, manager, or person in control of any railway corporation, as well as the employees of any railway corporation. This legislation was reviewed by the court of civil appeals of Texas, November 6, 1895, in the case of SAN ANTONIO AND ARANSAS PASS RAILWAY COMPANY *v.* KELLER (32 Southwestern Reporter, page 847). Keller was awarded damages amounting to $5,000 by the district court of Bexar County for injuries received in a collision due to the negligence of employees who were not fellow-servants under the limitations of the act of 1891; and the superior court held that the repeal of this act by the law of 1893 and its practical reenactment with enlarged scope did not destroy the binding force of the limitation of the meaning of "fellow-servants" imposed by the act of 1891.

[Abstract from report in L. B. No. 4, May, 1896.]

MISSOURI, KANSAS AND TEXAS RAILWAY COMPANY *v.* WHITTAKER, 33 Southwestern Reporter, page 716.—The court of civil appeals of Texas reversed, November 23, 1895, the judgment of a lower court relating to damages to a boiler washer in the company's employ, for injuries sustained through the negligence of a hostler employed by the company. The decision held that under section 2 of chapter 2 of the general laws of 1891 of Texas, reenacted in section 2, chapter 91, of the general laws of 1893, limiting the construction of fellow-servants, a hostler, whose duty it is to bring the engines into the roundhouse and take them out, and the boiler washer, whose duty it is to clean the boilers of the engines, are both under the orders of the roundhouse foreman, and that they are without authority over each other; hence, they are fellow-servants, neither of whom is entitled to recover damages from the common employer for injuries sustained through the negligence of the other. Judge Finley, in delivering the decision of the court, quoted section 2 of the fellow-servant act, as follows:

"That all persons who are engaged in the common service of such railway corporation, and who while so engaged are working together at the same time and place to a common purpose, of same grade, neither of such persons being intrusted by such corporations with any superintendence or control over their fellow-employees, are fellow-servants with each other; provided that nothing herein contained shall be so construed as to make employees of such corporation, in the service of such corporation, fellow-servants with other employees of such corporation engaged in any other department or service of such corporation. Employees who do not come within the provisions of this section shall not be considered fellow-servants." The decision of the court then stated:

"At common law employees who serve the same master, labor under the same control and to a common purpose, and derive their authority and receive their pay from the same general source, are fellow-servants, although they be of different grades or labor in different and distinct departments of service. Our statute now fixes the relation of fellow-servant, as to railway employees, only between those who serve the same master, are of the same grade, are working together at the same time and place to a common purpose, in the same department, and neither being intrusted with superintendence or control over his fellow-employees. If they are of different grades, or different departments of service, or one is intrusted with the power to superintend or control his fellow-employees, then, under the statute, the relation of fellow-servant does not exist.

"In the case before us for determination unquestionably the plaintiff and the hostler were serving the same master, at the same time and place, to a common purpose, were of the same grade, and neither had superintendence or control over fellow-employees. Were they in the same department or service? They were both employed by the foreman of the roundhouse, they were under the same special control, their duties called them to the same place of service at the same time, and their labors alike related to engines while they were not in actual service upon the road. The hostler brought the engines into the roundhouse and carried them out when necessary. The plaintiff cleaned out the boilers to make the same ready for further service. They were clearly in the same department. It is not necessary that they should be doing exactly the same kind of work and getting the same compensation therefor to be servants of the same grade or to be employees in the same department."

[From L. B. No. 5, July, 1896.]

CENTRAL R. R. CO. OF NEW JERSEY *v.* KEEGAN, 16 Supreme Court Reporter, page 269.—In an action brought by one Keegan against the Central Railroad Company of New Jersey judgment was rendered in favor of Keegan upon the verdict of a jury awarding him damages for injuries sustained by him while acting as brakeman in the employ of the railroad company, the injuries having been caused by the negligence of one O'Brien, who was foreman of a drill crew, of which Keegan was a member, which was employed in the company's yard at Jersey City, N. J., in taking cars from the tracks on which they had been left by incoming trains and placing them upon floats by which they were transported across the North River to the city of New York. The neligence of the foreman, resulting in the injury to Keegan, consisted in his failure to place himself or someone else at the brake of certain backwardly moving cars, so that there was no one to check their motion by applying the brakes, in consequence of which the rear wheel passed over Keegan's leg, who, while in the performance of his duty, had caught his right foot in the guard rail of a switch, and was thereby prevented from moving out of the way of the cars.

The case was carried by the railroad company to the United States circuit court f appeals for the second circuit, where two judges, sitting as the court, differed n opinion upon questions of law, and certified the two following questions to the upreme Court of the United States for instructions, to enable them to render a roper decision: "(1) Whether the defendant in error (Keegan) and O'Brien vere or were not fellow-servants; and (2) whether, from negligence of O'Brien n failing to place himself or someone else at the brake of the backwardly moving ars, the plaintiff in error, the railroad company, is responsible."

The United States Supreme Court, through Mr. Justice White, decided, Decemer 23, 1895, that Keegan and O'Brien were fellow-servants, and that the railroad ompany was not responsible for the injuries sustained by the former through he negligence of the latter; but Mr. Chief Justice Fuller, Mr. Justice Field, and Mr. Justice Harlan dissented.

The following extract is taken from the opinion in the case:

"We held in Railroad Co. *v.* Baugh (149 U. S., 368; 13 Sup. Ct., 914) that an engineer and fireman of a locomotive engine running alone on a railroad, without any train attached, when engaged on such duty, were fellow-servants of the railroad company; hence that the fireman was precluded from securing damages from the company for injuries caused, during the running, by the negligence of the engineer. In that case it was declared that 'prima facie, all who enter the employment of a single master are engaged in a common service, and are fellow-servants. All enter in the service of the same master to further his interests in the one enterprise.' And while we in that case recognized that the heads of separate and distinct departments of a diversified business may, under certain circumstances, be considered, with respect to employees under them, vice-principals or representatives of the master, as fully and completely as if the entire business of the master was by him placed under the charge of one superintendent, we declined to affirm that each separate piece of work was a distinct department, and made the one having control of that piece of work a vice-principal or representative of the master. It was further declared that 'the danger from the negligence of one specially in charge of the particular work was as obvious and as great as from that of those who were simply coworkers with him upon it. Each is equally with the other an ordinary risk of the employment,' which the emyloyee assumes when entering upon the employment, whether the risk be obvious or not. It was laid down that the rightful test to determine whether the negligence complained of was an ordinary risk of the employment was whether the negligent act constituted a breach of positive duty owing by the master, such as that of taking fair and reasonable precautions to surround his employees with fit and careful coworkers, and the furnishing to such employees of a reasonably safe place to work, and reasonably safe tools or machinery with which to do the work; thus making the question of liability of an employer for an injury to his employee turn rather on the character of the alleged negligent act than on the relations of the employees to each other, so that if the act is done in the discharge of some positive duty of the master to the servant, then negligence in the act is negligence of the master, but if it be not one in the discharge of such positive duty, then there should be some personal wrong on the part of the employer before he is liable therefor.

"The principles thus applied in the case referred to are in perfect harmony with the rules enforced by the supreme court of the State of New Jersey, within whose territory the accident happened which gave rise to the present controversy.

"In O'Brien *v.* Dredging Co. (33 N. J. Law, 291; 21 Atl., 324) the court (of New Jersey) said: 'Whether the master retain the superintendence and management of his business or withdraws himself from it and devolve it upon a vice-principal or representative it is quite apparent that although the master or his representative may devise the plans, engage the workmen, provide the machinery and tools, and direct the performance of the work, neither can, as a general rule, be continually present at the execution of all such work. It is the necessary consequence that the mere execution of the planned work must be intrusted to workmen, and, where necessary, to groups or gangs of workmen, and in such case that one should be selected as the leader, boss, or foreman to see to the execution of such work. This sort of superiority of service is so essential and so universal that every workman, in entering upon a contract of service, must contemplate its being made use of in a proper case. He therefore makes his contract of service in contemplation of the risk of injury from the negligence of a boss or foreman, as well as from the negligence of another fellow-workman. The foreman or superior servant stands to him, in that respect, in the precise position of his other fellow-servants.'

"Applying the principles announced by this court and the supreme court of

New Jersey to the facts in the case at bar, it is clear that O'Brien and Keegan were fellow-servants. O'Brien's duties were not even those of simple direction and superintendence over the operations of the drill crew. He was a component part of the crew, an active coworker in the manual work of switching, with the specific duty assigned to him by the yard master of turning the switches. He was subordinate to the yard master, who had jurisdiction over this and other drill crews; and it was the yard master who employed and discharged all the workers in the yard, giving them their general instructions and assigning them to their duties. O'Brien's control over the other members of the drill crew was similar to the control which a section foreman exercises over the men in his section; and following its constructions of the decisions of this court in the Baust and Hambly cases, the circuit court of appeals for the eighth circuit has held that a section foreman is a fellow-servant of a member of his crew, and that one of the crew injured by the negligence of the foreman could not recover. (Railway Co. *v.* Waters, 70 Fed., 28.)

"In Potter *v.* Railroad Co. (136 N. Y., 77; 32 N. E., 603) employees of a railroad company, while switching cars in the company's yard, under the direction of a yard master, shunted a number of cars on to a track so that they collided with a car being inspected, and caused the death of the inspector. It was claimed that proper and reasonable care required that there should have been a brakeman on the front of the cars, to control in an emergency their motion, when detached from the engine. In the absence of proof to the contrary, the court presumed that competent and sufficient servants were employed, and proper regulations for the management of the business had been established, and observed: 'It is quite obvious that the work of shifting cars in a railroad yard must be left in a great measure to the judgment and discretion of the servants of the railroad who are intrusted with the management of the yard. The details must be left to them, and all that the company can do for the protection of its employees is to provide competent coservants and prescribe such regulations as experience shows may be best calculated to secure their safety.'

"We adopt this statement as proper to be applied to the case at bar. A personal, positive duty would clearly not have been imposed upon a natural person, owner of a railroad, to supervise and control the details of the operation of switching cars in a railroad yard; neither is such duty imposed as a positive duty upon a corporation; and if O'Brien was negligent in failing to place himself or someone else at the brake of the backwardly moving cars, such omission not being the performance of a positive duty owing by the master, the plaintiff in error is not responsible therefor.

"The conclusions determine both questions certified for our decision, and accordingly the first question is answered in the affirmative and the second in the negative."

[From B. L. No. 7, November, 1896.]

SOUTHERN PACIFIC CO. *v.* MCGILL, 44 Pacific Reporter, page 302.—Action was brought in the district court of Pima County, Ariz., by William McGill against the Southern Pacific Company to recover damages for injuries sustained while in the employ of said company. Judgment was rendered for McGill, and the company appealed the case to the supreme court of the Territory of Arizona, which affirmed the judgment of the lower court. The court, however, granted a rehearing, and as a result of the same rendered a decision February 10, 1896, reversing the judgment of the lower court. The facts of the case were as follows:

McGill, hereinafter referred to as "the plaintiff," was a section foreman in the employ of the defendant company. He was directed by the roadmaster to go to a point on the track, 6 or 7 miles west of the section, called "Pantano," and there to grade and lay a track in order to raise an engine which had been derailed. He went there with his men and tools and worked part of a day, when the civil engineer in charge directed him and his men to get on the work train. They did so, and the train started, and had not gone over three-quarters of a mile when it collided with a passenger train and the plaintiff was seriously injured about the head. The charge was made in the complaint that Barrett, the conductor of the work train, ran the train negligently, and with want of care and attention to his duty, and so caused the accident.

The opinion of the supreme court was delivered by Chief Justice Baker, and contains the following:

"The following instruction was given to the jury for the plaintiff: 'The court instructs the jury that the conductor of a railway train, who commands its movements, directs when it shall start, at what station it shall stop, and has the general management of it, and control over the persons employed on it, represents the

railway company, and is not a fellow-servant with a section foreman in the employ of said company. If the jury believe from the evidence that John Barrett was the conductor of the train upon which plaintiff was, and had the powers just stated regarding such train, the court instructs the jury that Barrett was not a fellow-servant with the plaintiff.'

"This instruction was not altered, changed, or modified by instruction subsequently given, and, being objected to and duly assigned as error, constitutes the pivotal point in the case. There is an endless diversity of opinion upon this 'fellow-servant' doctrine in the decisions of the various courts in this country. The cases are too numerous to cite, and it would be an idle effort to attempt to reconcile or distinguish them. I can do no better than to deduce one or two propositions applicable to the facts at bar, which the decided weight of all the cases authorizes.

"(1) A person entering upon the service of a corporation assumes all the risk naturally incident to his employment, including the dangers which may arise from the negligence of a fellow-servant.

"(2) That the master's liability does not depend upon gradations in the employment, unless the superiority of the person causing the injury was such as to make him principal or vice-principal.

"(3) The liability of the master does not depend upon the fact that the servant injured may be doing work not identical with that of the wrongdoer. The test is, the servant must be employed in different departments, which in themselves are so distinct and separate as to preclude the probability of contact and of danger of injury by the negligent performance of the duties of the servant in the other department.

"In the case at bar the plaintiff and Barrett, the conductor, were brought together at the same time and place, and closely associated in the discharge of their respective duties. The very work which the plaintiff engaged to do necessitated the constant use of a train, such as the one in use at the time of the collision—to transport laborers, tools, materials, supplies, etc., to the place of operations; and he must be held to have contemplated its use when he accepted the employment. He was at work when riding upon this train in going to and from the point where the wreck occurred, just as much as he was when he was actually engaged in raising the derailed engine. Both he and the conductor were engaged in a common purpose and object—the clearing of the track and the raising of the fallen engine.

"The labors of both contributed to and were intended to effect that immediate and present result. Both had a common master. That there was some gradation—some difference in the work of the two—is not the test. The departments must be so distinct and separate within themselves as to preclude the probability of contact and of danger to one servant in one department by reason of the negligence of another servant in another department. This can not be said of the plaintiff's and Barrett's employment.

"The plaintiff's labors constantly exposed him to the dangers of running and moving the work train, and he must be held to have assumed the risk of such dangers.

"The giving of instructions quoted was reversible error, since, upon the facts, the conductor of the work train and the plaintiff were fellow-servants. The judgment is reversed and a new trial is ordered."

[From B. L. No. 7, November, 1896.]

NORTHERN PACIFIC R. R. CO. *v.* PETERSON, 16 Supreme Court Reporter, page 843.—This action was commenced by Peterson in the United States circuit court for the district of Minnesota, fourth division, to recover damages for injuries sustained while in the employ of the railroad company. The facts in the case were as follows:

The plaintiff, a day laborer, was employed on an extra gang, amounting in numbers to 13 men, with one Holverson as foreman, at a place called Old Superior, a station on the line of defendant's road. Holverson had power to employ men, and also to discharge them. The men were taken each morning on hand cars to the place where they were to work during the day, and when the work was finished were brought back.

The members of the gang themselves worked the hand cars, Holverson generally occupying a place on the front hand car and taking care of the brakes. He always went with the gang, superintended their work, even if taking no part in the actual manual labor, and came home with them at the end of the day's labor. When the accident occurred Holverson held his accustomed place on the front hand car, at the brakes, and Peterson was on the same car. While

going around a curve in the track Holverson thought he saw some object in front of him and applied the brakes suddenly, in consequence of which the car was abruptly stopped. He gave no warning of his intention, and the rear car was following so closely that it could not stop before running into the car ahead, the result of which was that the first car was thrown from the track, throwing the plaintiff Peterson off the car and injuring his leg by having the rear car run over it. Upon these facts the jury returned a verdict in favor of Peterson, and the case was taken by the railroad company to the United States circuit court of appeals for the eighth circuit upon a writ of error. Said court affirmed the judgment of the court below, and the railroad company then carried the case on writ of error to the United States Supreme Court, which rendered its decision April 13, 1896, reversing the judgments of the lower courts and ordering a new trial.

The opinion of said court was delivered by Mr. Justice Peckham, and the following is quoted therefrom:

"The sole question for our determination is whether Holverson occupied the position of fellow-servant with the plaintiff below. If he did, then this judgment is wrong and must be reversed.

"By the verdict of the jury, under the charge of the court, we must take the fact to be that Holverson was foreman of the extra gang for the defendant company, and that he had charge of and superintended the gang in the putting in of the ties and assisting in keeping in repair the portion of the road included within the 3 sections, and that he had the power to hire and discharge the hands in his gang, then amounting to 18 in number, and had exclusive charge of the direction and management of the gang in all matters connected with their employment; that the plaintiff below was one of the gang of hands so hired by Holverson, and was subject to the authority of Holverson in all matters relating to his duty as laborer. Upon these facts the courts below have held that the plaintiff and Holverson were not fellow-servants in such a sense as to preclude plaintiff recovering from the railroad company damages for the injuries he sustained through the negligence of Holverson, acting in the course of his employment as such foreman.

"In the course of the review of the judgment by the United States circuit court of appeals, the court held that the distinction applicable to the determination of the question of a coemployee was not 'whether the person has charge of an important department of the master's service, but whether his duties are exclusively those of supervision, direction, and control over a work undertaken by the master, and over subordinate employees engaged in such work, whose duty is to obey, and whether he has been vested by the common master with such power of supervision and management.' Continuing, the court said that 'the other view that has been taken is that whether a person is a vice principal is to be determined solely by the magnitude or importance of the work that may have been committed to his charge; and that view is open to the objection that it furnishes no practical or certain test by which to determine in a given case whether an employee has been vested with such departmental control or has been 'so lifted up in the grade and extent of his duties" as to constitute him the personal representative of the master. That this would frequently be a difficult and embarassing question to decide, and that courts would differ widely in their views, if the doctrine of departmental control was adopted, is well illustrated by the case of Borgman *v.* Railway Co. (41 Fed., 667, 669). We are of the opinion, therefore, that the nature and character of the respective duties devolved upon and performed by persons in the same common employment, should, in each instance, determine whether they are or are not fellow-servants, and that such relation should not be deemed to exist between two employees, when the function of one is to exercise supervision and control over some work undertaken by the master which requires supervision, and over subordinate servants engaged in that work, and where the other is not vested by the master with any such power of direction or management.' (4 U. S. App., 574, 578; 2 C. C. A., 157; 51 Fed., 182.)

"The court thereupon affirmed the judgment.

"It seems quite plain that Holverson was not the 'chief' or 'superintendent' of a separate and distinct department or branch of the business of the company, as such term is used in those cases where a liability is placed upon a company for the negligence of such an officer. We also think that the ground of liability laid down by the courts below is untenable.

"The general rule is that those entering into the service of a common master become thereby engaged in a common service and are fellow-servants; and, prima facie, the common master is not liable for the negligence of one of his servants which has resulted in an injury to a fellow-servant. There are, however, some duties which a master owes, as such, to a servant entering his employment. He owes

ıe duty to provide such servant with a reasonably safe place to work in, having ·ference to the character of the employment in which the servant is engaged ·e also owes the duty of providing reasonably safe tools, appliances, and machin-·y for the accomplishment of the work necessary to be done. He must exercise roper diligence in the employment of reasonably safe and competent men to per-·rm their respective duties, and it has been held in many states that the master wes the further duty of adopting and promulgating safe and proper rules for the ›nduct of his business, including the government of the machinery and the run-ing of trains on a railroad track.

"If the master be neglectful in any of these matters, it is a neglect of a duty vhich he personally owes to his employee, and if the employee suffer damage on ccount thereof, the master is liable.

"If, instead of personally performing these obligations, the master engages nother to do them for him, he is liable for the neglect of that other, which in uch case is not the neglect of a fellow-servant, no matter what his position as to ›ther matters, but is the neglect of the master to do those things which it is the luty of the master to perform as such.

"In addition to the liability of the master for his neglect to perform these luties, there has been laid upon him by some course a further liability for the negligence of one of his servants in charge of a separate department or branch of business, whereby another of his employees has been injured, even though the neglect was not of that character which the master owed, in his capacity as master, to the servant who was injured. In such case it has been held that the neglect of the superior officer or agent of the master was the neglect of the master, and was not that of the coemployee, and hence that the servant, who was a subordinate in the department of the officer, could recover against the common master for the injuries sustained by him under such circumstances. It has been already said that Holverson sustained no such relation to the company in this case as would uphold a liability for his acts based upon the ground that he was a superintendent of a separate and distinct branch or department of the master's business.

"It is proper, therefore, to inquire what is meant to be included by the use of such a phrase.

"A leading case on this subject in this court is that of Railway Co. *v.* Ross (112 U. S., 377, 5 Sup. Ct., 184). In that case a railroad corporation was held responsible to a locomotive engineer in the employment of the company for damages received in a collision which was caused by the negligence of the conductor of the train drawn by the engine of which the plaintiff was engineer. This court held the action was maintainable on the ground that the conductor, upon the occasion in question, was an agent of the corporation, clothed with the control and management of a distinct department, in which his duty was entirely that of direction and superintendence; that he had the entire control and management of the train, and that he occupied a very different position from the brakemen, porters, and other subordinates employed on it, and that he was in fact, and should be treated as, a personal representative of the corporation, for whose negligence the corporation was responsible to subordinate servants. The engineer was permitted to recover on that theory. These facts give some indication of the meaning of the phrase.

"In the above case the instruction given by the court at the trial to which exception was taken was in these words: 'It is very clear, I think, that if the company sees fit to place one of its employees under the control and direction of another, that then the two are not fellow-servants engaged in the same common employment within the meaning of the rule of the law of which I am speaking.' That instruction, thus broadly given, was not, however, approved by this court in the Ross case. Such ground of liability—mere superiority in position and the power to give orders to subordinates—was denied. What was approved in that case, and the foundation upon which the approval was given, is clearly stated by Mr. Justice Brewer in the course of his opinion delivered in the case of Railroad Co. *v.* Baugh (149 U. S., 368, 13 Sup. Ct., 914, at page 380, 149 U. S., and page 914, 13 Sup. Ct., and the following pages). In the Baugh case it is also made plain that the master's responsibility for the negligence of a servant is not founded upon the fact that the servant guilty of neglect had control over, and a superior position to that occupied by, the servant who was injured by his negligence. The rule is that, in order to form an exception to the general law of nonliability, the person whose neglect caused the injury must be 'one who was clothed with the control and management of a distinct department, and not a mere separate piece of work in one of the branches of service in a department.' This distinction is a plain one, and not subject to any great embarrassment in determining the fact in any par-

ticular case. When the business of the master or employer is of such great and diversified extent that it naturally and necessarily separates itself into departments of service, the individuals placed by the master in charge of these separate branches and departments of service, and given entire and absolute control therein, may properly be considered, with respect to employees under them, vice principals and representatives of the master, as fully and as completely as if the entire business of the master were placed by him under one superintendent. Thus, Mr. Justice Brewer, in the Baugh case, illustrates the meaning of the phrase 'different branches of departments of service' by suggesting that 'between the law department of a railway corporation and the operating department there is a natural and distinct separation—one which makes the two departments like two independent kinds of business, in which the one employer and master is engaged. So, oftentimes, there is, in the affairs of such corporation what may be called a manufacturing or repair department, and another strictly operating department. These two departments are, in their relations to each other, as distinct and separate as though the work of each was carried on by a separate corporation. And from this natural separation flows the rule that he who is placed in charge of such separate branch of the service—who alone superintends and has the control of it—is, as to it, in the place of the master.'

"The subject is further elaborated in the case of Howard *v.* Railroad Co. (26 Fed., 837), in an opinion by Mr. Justice Brewer, then circuit judge of the eighth circuit. The view is stated very distinctly in the cases of Borgman *v.* Railroad Co. (41 Fed., 667), and Woods *v.* Lindvall (1 C. C. A., 37, 48 Fed., 62). This last case is much stronger for the plaintiff than the one at bar. The foreman in this case bore no resemblance, in the importance and scope of his authority, to that possessed by Murdock in the Woods case, supra. These cases which have been cited serve to illustrate what was in the minds of the courts when the various distinctions as to departments and separate branches of service were suggested. In the Baugh case the engineer and fireman of a locomotive engine running alone on the railroad, and without any train attached, were held to be fellow-servants of the company, so as to preclude the fireman from recovering from the company for injuries caused by the negligence of the engineer.

"The meaning of the expression 'departmental control' was again, and very lately, discussed in Railroad Company *v.* Hambly (154 U. S., 349, 14 Sup. Ct. 983), where it was held, as stated in the headnote, that a common day laborer, in the employ of a railroad company, who, while working for the company under the orders and direction of a section boss or foreman, on a culvert on the line of the company's road, receives an injury through the neglect of a conductor and an engineer in moving a particular passenger train upon the company's road, is a fellow-servant of such engineer and of such conductor in such a sense as exempts the railroad company from liability for the injury so inflicted.

"The subject is again treated in Railroad Co. *v.* Keegan (160 U. S., 259; 16 Sup. Ct., 269; decided at this term), when the men engaged in the service of the railroad company were employed in uncoupling from the rear of trains cars which were to be sent elsewhere and in attaching other cars in their place; and they were held to be fellow-servants, although the force, consisting of 5 men, was under the orders of a boss who directed the men which cars to uncouple and what cars to couple, and the neglect was alleged to have been the neglect of the boss, by which the injury resulted to one of the men. This court held that they were fellow-servants, and the mere fact that one was under the orders of the other constituted no distinction, and that the general rule of nonliability applied.

"These last cases exclude, by their facts and reasoning, the case of a section foreman from the position of a superintendent of a separate and distinct department. They also prove that mere superiority of position is no ground for liability.

"This boss of a small gang of 10 or 15 men, engaged in making repairs upon the road wherever they might be necessary, over a distance of 8 sections, aiding and assisting the regular gang of workmen upon each section as occasion demanded, was not such a superintendent of a separate department, nor was he in control of such a distinct branch of the work of the master as would be necessary to render the master liable to a coemployee for his neglect. He was, in fact, as well as in law, a fellow-workman. He went with the gang to the place of the work in the morning, stayed there with them during the day, superintended their work, giving directions in regard to it, and returned home with them in the evening, acting as a part of the crew of the hand car upon which they rode. The mere fact, if it be a fact, that he did not actually handle a shovel or a pick is an unimportant matter. Where more than one man is engaged in doing any particular work, it becomes almost a necessity that one should be boss and the others subordinate, but both are, nevertheless, fellow-workmen.

If, in approaching the line of separation between a fellow-workman and a erintendent of a particular and separate department, there may be embarrassnt in determining the question, this case presents no such difficulty. It is arly one of fellow-servants. The neglect for which the plaintiff has recovered this case was the neglect of Holverson in not taking proper care at the time en he applied the brake to the front car. It was not a neglect of that charac- which would make the master responsible therefor, because it was not a negt of a duty which the master owes, as master to his servant, when he enters employment.

'The charge of the court to the jury in the matter complained of was erroneus, and the judgment must therefore be reversed and the case remanded, with ections to grant a new trial."

[From B. L. No. 8, January, 1897.]

HOUSTON AND T. C. RY. CO. *v.* KELLY, 35 Southwestern Reporter, page 878.—his case was brought before the court of civil appeals of Texas on appeal from e district court of Washington County, where a judgment had been rendered r the plaintiff, Addie E. Kelly. The original action was brought to recover mages for the death of one Frank Kelly, caused by a wreck on the Houston and exas Central Railroad in January, 1893. The court of civil appeals rendered its ecision April 30, 1896, sustaining the judgment of the lower court, and deciding, mong points, that a servant is entitled to recover for an injury sustained by the oint negligence of the master and fellow-servants.

In its opinion, delivered by Judge Pleasants, the following language is used:

"The proposition submitted under the fourth and fifth assignments of error is hat, 'if fast running contributed proximately to the accident, the train being perated at the time by fellow-servants of the deceased, the plaintiff could not ecover.' This proposition is not correct. If the accident was caused partly by he fast running of the train, and partly by the defects in the rail and the car heel, and such defects were the result of the negligence of the defendant, it will ot be denied that the deceased, if without contributory negligence on his part, night have recovered; and yet the 'fast running of the train,' through the negligence of the fellow-servant of the deceased, 'contributed proximately to the ccident.' If injury resulted to the servant from the joint negligence of the mas-er and fellow-servants, the master is liable."

[From B. L. No. 7, November, 1896.]

NORTHERN PACIFIC R. R. CO. *v.* CHARLESS, 16 Supreme Court Reporter, page 848.—This was a suit brought against the Northern Pacific Railroad Company by one Charless as plaintiff, to recover damages for injuries received while in the employ of said company. The plaintiff recovered a judgment and the case was carried on appeal to the United States circuit court of appeals for the ninth circuit, which sustained the judgment of the lower court. The case was then brought on writ of error before the United States Supreme Court, which rendered its decision April 13, 1896, and reversed the judgment of the courts below. The opinion of said court, delivered by Mr. Justice Peckham, gives a full statement of the facts in the case, and the following is quoted therefrom:

"The plaintiff below was an ordinary day labor, employed under a section boss or foreman to keep a certain portion of the roadbed of the defendant in repair. The foreman had power to employ and discharge men and to superintend their work, and was himself a workman. He employed the plaintiff, who, with the rest of the men employed in the gang—some 4, 5, or 6—was carried to and from his work, daily, on a hand car worked by the men themselves.

"In August, 1886, on the 28th of the month, an accident occurred as the men were on their way to their work. They were using a hand car with what is alleged to have been a defective brake. The foreman had complained of it to the yardmaster a short time before, who had promised a better one. In the meantime, and as a temporary makeshift, the foreman had provided the car with a brake which consisted of a bit of wood, 4 by 4, fastened on the side of the car with a bolt, and the long arm acted as a lever and pressed the shorter portion of the timber against the wheel. In that way the car had been run for a day or two before the morning of the accident. On that day the plaintiff, with the rest of the men in the gang and the foreman, started on the hand car to go over a certain portion of the section to inspect the condition of the road. They were running the car very rapidly, under the direction and supervision of the foreman, and had arrived at a narrow cut in the road, around a curve, when they were suddenly confronted with a freight train coming through the cut in the opposite direction.

There had been no warning or signal of any kind given by any of the employ- on the freight train of its approach, and the plaintiff below knew nothing of th fact that any freight train was expected. Efforts were made to stop the hand ca and, as the speed did not seem to be slackened in time, plaintiff became frig- ened and undertook to jump from the front end of the car, when he stumble over some tools that were on the car and fell between the rails in front of it. A the hand car approached him he put his foot up against it in order to prev its running over him, but the impetus of the car was too great, and it ran o and doubled him up and wrenched his spine, causing him great internal injur The other hands jumped off the car, removed it from the track, and took the pla tiff out of danger before the freight train passed by.

"The injuries of the plaintiff were of a very serious nature, and his legs becar paralyzed and he was rendered a cripple for life. He commenced this act against the defendant below to recover damages on account of the negligence o the agents and servants of the defendant.

"The negligence consisted in—

"(1.) The defective brake on the car, which it is alleged was an appliance f the prosecution of the work on the defendant's road, and necessary to be used t enable the employees to perform their duties, and that, as such appliance, it wa the duty of the defendant to see that it was reasonably safe and fit for the purpo intended.

"(2) The negligence of the foreman in charge of the gang, who directed the speed of the hand-car and ran it at a hazardous rate of speed when he knew that a train coming toward him was expected while the other members of the gang were ignorant of that fact.

"(3) The negligence of the train hands on the approaching train in giving no signals of their approach around the curve and through the cut, although they were near a public crossing, and some signals were necessary on that account.

"Upon the trial evidence was given tending to prove the above facts, and among other things the judge charged the jury as follows:

"'I think that the case, when stripped of all the side issues and the incidental questions surrounding it, resolves itself into just this question for this jury: determine: Whether the injury to the plaintiff resulted directly from the negligence of the defendant in needlessly exposing him to the danger of being hurt by a collision between the hand car and the extra freight train at the place where it occurred, or whether the injury was a mere accident, which was the result of one of the ordinary hazards of the employment in which he was engaged; whether it was an ordinary risk of his employment, or whether an extraordinary danger caused by the negligence on the part of the defendant; whether that negligence was a negligence of the foreman in running the hand car too fast up to a point which he knew to be dangerous, and which he did not warn the other men working on the hand car of, so that it was impossible for them, without extreme hazard to their lives, to avoid a collision; or whether the negligence was on the part of the officers in charge of the freight train in approaching a curve in the cut, which obstructed the train from view, or passing a public crossing without giving warning by sounding the whistle or engine bell. If, in any of these respects, there was actual neglect on the part of defendant which placed the plaintiff in a situation of extraordinary danger—something clear beyond the ordinary risks of his employment—and his injury was not in any degree owing to his own negligence at the time, the defendant would be liable to damages.'

"The defendant below excepted to each of the above propositions as laid down by the learned judge in his charge, and the jury rendered a verdict in favor of the plaintiff, which was affirmed by the circuit court of appeals for the ninth circuit (2 C. C. A., 380, 51 Fed., 562), and the defendant below sued out a writ of error from this court to review the judgment.

"Many of the facts surrounding the happening of this accident are similar in their nature to those existing in the case of Railroad Co. *v.* Peterson, just decided (16 Sup. Ct., 843). The employment of the plaintiff below, the nature of the work, and the powers of the section boss under whom he worked are substantially the same as those existing in the other case. We may refer to the general principles of the law of master and servant applicable to these facts which are set forth in the opinion of this court in that case and which we think govern the case at bar upon those facts.

"In regard to the particular allegations of negligence above set forth, it is not necessary, in the view we take of this case, to express any opinion whether the alleged defect in the brake on the hand car rendered it a defective appliance within the meaning of the law, rendering the master liable for a failure to provide a reasonably safe and proper appliance for the work to be done by his employees.

There were two other propositions submitted to the jury by the learned judge, n of which was, as we think, of a material nature and also clearly erroneous. 1. We think it was error to submit to the jury the question of the negligence he employees on the extra freight train in failing to give the signals of its roach. This failure, assuming that it constituted negligence, was nothing e than the negligence of coservants of the plaintiff below in performing the y devolving upon them. The principle which covers the facts of this case was down in Randall *v.* Railroad Co. (109 U. S., 478, 3 Sup. Ct., 322), and that has never been overruled or questioned. Among the latest expressions of nion of this court in regard to views similar to those stated in the case in 109 S. and 3 Sup. Ct., supra, is the case of Railroad Co. *v.* Hambly (154 U. S., 349, Sup. Ct., 983). It seems to us that the Randall and Hambly cases are conclu- and necessitate a reversal of this judgment. In the Hambly case it was held t a common day laborer in the employ of a railroad company who, while work- for the company, under the orders and direction of a section boss or foreman, a culvert on the line of the company's road, received an injury through the gligence of a conductor and of an engineer in moving a particular passenger in upon the company's road, was a fellow-servant with such engineer and with h conductor, in such a sense as exempts the railroad company from liability the injury so inflicted. We are unable to distinguish any difference in prin- le arising from the facts in these two cases.

"The question of the negligence of the hands upon the extra freight train ould not have been submitted to the jury as constituting any right to a recovery ainst the corporation on the ground of such negligence.

"2. We also regard it as erroneous to have submitted to the jury the general estion whether Kirk, the section foreman, was negligent in running his hand r at too high a speed just prior to the accident. Kirk and the plaintiff below ere coemployees of the company, and the neglect of Kirk, if it existed, in driving s hand car too fast (assuming it was in proper condition), was not such negli- nce as would render the company responsible to Kirk's coemployee. It was not ie neglect of any duty which the company, as master, was bound itself to per- rm. This we have held in the Peterson case, and for the reasons there stated. While it may be assumed that the master would have been liable if a defective rake had been the cause of the accident, yet the defendant below is, under the harge of the judge, permitted to be made liable by proof of the speed of the hand ar, if the jury found that Kirk, the foreman, knew it to be dangerous, and that he accident happened because of that speed, even though it would have happened f the brake had been the regular kind and in good order. The language of the ourt does not separate the question of general negligence in running a hand car vhich was in good order too fast from that which might be negligence with refer- nce to running a hand car with a defective brake at the same rate of speed. For sing in a negligent manner a defective appliance furnished by the master the atter might be liable if a coemployee were thereby and in consequence thereof njured. As the master furnished the defective appliance, it would be no answer o say that it was negligently used. But, on the other hand, the master would not be responsible for the negligent use of a proper appliance. From the language sed by the court, the company might have been held liable if Kirk were running the hand car at a dangerous rate of speed, although the jury found the brake actu- ally used to have been sufficient. A dangerous rate of speed was therefore held to be negligence. That neglect, we hold, the company was not responsible for.

"Upon the other question of the negligence of the employees on the freight train, the error in the charge is not rendered harmless by any explanation given by the learned judge. The difficulty remains uncured. The jury might have found from the evidence that this hand car, while going at the rate of speed stated, could have been stopped with the extemporized brake in time to prevent any danger of a collision, in case the proper signals had been given by the hands on the freight train, but that the accident resulted from their failure to give those signals, and that such failure was negligence on their part. The verdict may have been based upon such negligence. We hold the company was not liable for the negligence of the hands on the freight train in failing to give proper signals.

"The judgment entered upon the verdict of the jury must be reversed and the cause remanded, with instructions to grant a new trial."

[From B. L. No. 12, September, 1897.]

JACKSON *v.* NORFOLK AND WESTERN R. R. Co., 27 Southeastern Reporter, page 278.—Action was brought in the circuit court of Mercer County, W. Va., by Murray T. Jackson against the above-named railroad company to recover damages for injuries received while in the employ of said company as a brakeman.

The evidence showed that Jackson was on a freight train with one Gilbert as conductor; that a train was being backed so as to couple it to some cars; that Gilbert was standing on top of the rear car of the train that was backing, and an unsuccessful effort was made to couple the cars, and the train was drawn forward preparatory to a second attempt, and Gilbert waved the engineer to back up to the car; that Jackson, seeing this, attempted to jump back, and that in so doing his arm was caught between the bumpers and crushed, rendering its amputation necessary. This case involved the question whether Gilbert, the conductor, and Jackson, the brakeman, were fellow-servants so as to exempt the company from liability for the alleged negligent act of the conductor in improperly calling the train back when he did. A judgment was rendered by the circuit court for the plaintiff, thus deciding in effect that Gilbert and Jackson were not fellow-servants. The defendant railroad company carried the case on writ of error to the supreme court of appeals of the State, which court rendered its decision April 21, 1897, and reversed the judgment of the circuit court. The opinion of the supreme court of appeals was delivered by Judge Brannon, and the syllabus of the same prepared by the court reads as follows:

"1. The test whether a master is liable to one servant for the negligence of another servant is the character of the negligent act. If it be in the doing of an act incumbent on a master as a duty of the master to the servant, the master is liable; otherwise not.

"2. The master's liability to one servant for the negligence of another is not dependent on the grade of the servants nor on the fact that one has authority over the other, but on the character of the negligent act.

"3. A conductor is a fellow-servant with a brakeman and other servants on a train, not a vice-principal.

"4. All servants in the common service of the same master in conducting and carrying on the same general business in which the usual instrumentalities are employed are fellow-servants. A proper test of this rule is whether the negligence of the one is likely to occur and inflict injury on the other.

"5. If a vice-principal in the particular act in which his negligence occurs is not in the line of his duty, but performing an act in the line of one who would be a fellow-servant with the injured servant, the master is not liable for the negligence of the vice-principal, as he is, as to this act, a fellow-servant with the injured one."

[From B. L. No. 9, March, 1897.]

OREGON SHORT LINE AND UTAH NORTHERN RY. CO. *v.* FROST, 74 Federal Reporter, page 965.—Action was brought in the United States circuit court for the district of Montana by Hattie Frost, as administratrix of James Frost, deceased, against the above-named railroad company to recover damages for the death of the intestate. The plaintiff recovered a judgment and the defendant company brought the case on writ of error before the United States circuit court of appeals for the ninth circuit. Said court rendered its decision June 15, 1896, and reversed the judgment of the lower court. The evidence showed that Frost was an engineer in the employ of the railroad company on train No. 5; that on the day he was injured the train dispatcher at the superintendent's office at Pocatello telegraphed an order to the operator at Dillon that train No. 5 should wait there until 2.45 p. m. for train No. 82; that said operator received said order thirty-two minutes before train No. 5 was due there, but neglected to warn it on its arrival; that said train therefore went on and had gone but a short distance beyond Dillon when it came into collision with train No. 32, and that in said collision Frost was injured and died eight days thereafter from the effects of the same. The case hinged on the question as to whether the telegraph operator through whose negligence Frost was injured was the vice-principal of the railroad company, so that his negligence would be that of the company for which it would be responsible, or whether he was a fellow-servant of the injured man, for whose negligence the railroad company would not be responsible.

The opinion of the circuit court of appeals was delivered by Judge Gilbert, and in giving the reasons of the court for its decision he used the following language:

"The case presents the important question whether or not the local telegraph operator at the station, who receives and delivers the orders of the train dispatcher, is the fellow-servant of the employees of the railroad company in charge of the train. It is conceded that the train dispatcher, in giving notice of a change in the running of trains, acts for and in behalf of the railroad company. He is in that respect a vice-principal, not because of his attitude to other employees as their superior, nor because he has charge of a department, but because of the nature of the duty which he discharges. He is, for the time being, clothed with

e responsibility which rests upon the company to furnish its employees a safe ace of operation. The ordinary running of the train is established by a fixed hedule, of which all operatives have notice, and by which their acts must be verned. When occasion arises to disturb the regular schedule, the duty rests on the company to give timely notice to those who are to be affected thereby. his it is the office of the train dispatcher to do. But when he has given that formation to a local operator, is that duty discharged, or does there rest upon e company the further obligation to see that all of its servants through whose nds that message goes on its way to the train employees shall deliver it as ven, and that in case of any failure in the line of communication the company hall be liable for the resulting injury? After a careful consideration of the uestion and of the strong reasons that may be urged in support of either view f this proposition, it is our conclusion that the better doctrine is that the local legraph operator is the fellow-servant of those who are in the control and man-gement of the train. It is evident, and the court will take judicial notice of the act, that a disturbance in the regular time schedule of trains is frequent and ecessary in the operation of all railroads. It then becomes necessary to issue pecial orders for their direction. Conductors, engineers, and brakemen have nowledge of that fact, and they know when they enter into the employment of he railroad company that their notice of such orders must come through the ocal telegraph operator at the station, and that they incur the risk of accident hrough his negligence or mistake. The special orders issue, in the first instance, rom the train dispatcher. It is obviously impossible for him to give personal notice to all who are to be governed thereby. The orders must, of necessity, be conveyed to some one in behalf of the others. The local telegraph operator, the conductor, the engineer, and the brakemen are all engaged in a common employ-ment—that of moving the train. The operator, it is true, is subject to no per-sonal risk from any change in the time card; but that fact is not a controlling one in deciding who are his fellow-servants. There must be some point where the responsibility of the company ceases. If it does not cease at the time when information is given to the operator, where shall it cease? Could it be said that a conductor who received from the operator a message from the train dispatcher, yet who failed to guide his action thereby, stands in the relation of vice-principal to the conductor, engineer, or brakeman of another train, who may be injured by his negligence, or that, if the operator should receive instructions from the train dispatcher to send out a flagman to signal an approaching train, the company is responsible for the negligence of such flagman in failing to carry out such instructions? It seems just in principle to hold that the company has discharged its duty when it has given information to one of its servants who is engaged in the common employment of the others that are to be affected thereby, and has instructed him to notify his coemployees, and that when the company has exer-cised due care in selecting such local operator, in the first instance, and has not been negligent in employing or retaining him in his office, it has discharged its duty, and that such operator stands in the attitude of a fellow-servant to the train men. It follows from these views that the judgment must be reversed, at the cost of the defendant in error, and the cause remanded for a new trial."

[From B. L. No. 9, March, 1897.]

TEXAS CENTRAL RY. CO. *v.* FRAZIER, 36 Southwestern Reporter, page 432.—This action was brought in the district court of Hamilton County, Tex., by Etta Frazier, for herself and minor child, against the railroad company above named, to recover damages for the death of her husband, J. W. Frazier, resulting from the wrecking of a train on which he was employed as brakeman and caused by the negligence of the engineer of said train. Judgment was given for the plaintiff, and the railroad company appealed the case to the court of civil appeals of Texas, which sustained the judgment of the district court and held that under the act of March 10, 1891 (fellow-servant act), the engineer of the train was a vice-principal of the railroad company and not a fellow-servant of the deceased brake-man, Frazier. (See case of Texas Central Ry. Co. *v.* Frazier, published on page 774 of the Bulletin of the Department of Labor, No. 7.)

Sections 1 and 2 of the act in question read as follows:

"SECTION 1. Be it enacted by the legislature of the State of Texas: That all persons engaged in the service of any railway corporations, foreign or domestic, doing business in this State, who are intrusted by such corporation with the authority of superintendence, control, or command of other persons in the employ or service of such corporation, or with the authority to direct any other employee in the performance of any duty of such employee, are vice-principals of such cor-poration and are not fellow-servants with such employee.

"SEC. 2. That all persons who are engaged in the common service of such railway corporations, and who while so engaged are working together at the same time and place to a common purpose, of same grade, neither of such persons being intrusted by such corporations with any superintendence or control over the fellow-employees, are fellow-servants with each other: *Provided*, That nothing herein contained shall be so construed as to make employees of such corporations in the service of such corporation, fellow-servants with other employees of such corporation engaged in any other department of service of such corporation. Employees who do not come within the provisions of this section shall not be considered fellow-servants."

From the decision of the court of civil appeals, above noted, the railroad company appealed the case to the supreme court of the State, which rendered its decision June 22, 1896, and reversed the judgment of the lower court. In the opinion of the supreme court, which was delivered by Judge Denman, the following language was used:

"Though it is earnestly disputed by plaintiff in error, let it be conceded, for the purposes of this opinion, that the evidence warranted the jury in believing that the engineer was guilty of negligence resulting in Frazier's death.

"The railroad company, as plaintiff in error, has brought the case to this court, assigning as error that the court of civil appeals erred in not sustaining its assignment in that court, to the effect that the court below erred in rendering judgment for plaintiff, because the verdict is without evidence in the record to support it, there being no evidence that the engineer was a vice-principal of the defendant company, as claimed by plaintiff. The question, stated in a different form, is: Were the engineer and Brakeman Frazier fellow-servants under the act of March 10, 1891, which was in force at the time of the accident? If they were, the judgment must be reversed.

"In Railway Co. *v.* Warner (35 S. W., 364), this court held that under the act of 1893 (which seems to be the same as the act of 1891, as far as this case is concerned), in order to constitute two persons fellow-servants the following distinguishing characteristics must be found concurring and common to them: (1) They must be engaged in the common service; (2) they must be in the same grade of employment; (3) they must be working at the same time and place, and (4) they must be working to a common purpose. We do not understand that any question is made as to the correctness of the construction placed upon the statute in that case, nor do we understand it to be denied that the first, third, and fourth of said characteristics are shown by the evidence to be concurring and common to the engineer and Frazier in the case before us; but defendant in error denies that they 'were in the same grade of employment,' for the reason that, under the Warner case, the test as to whether they were in the same grade of employment was decided to be whether one had authority over the other while engaged in the common service, and the evidence here shows that the engineer had authority over Frazier, in that he had the power, by signal, to direct him to apply the brakes. The purpose of the statute was to impute to the master the negligence of an employee upon whom he has conferred authority or power to influence the action or volition of another employee in the performance of his duties. Under the common-law rule, as settled in this State before the statute, the negligence of an employee would not have been imputed to the master unless he had the power to employ and discharge, it being assumed that such power was necessary to subject the will of the latter to that of the former. The statute, however, is based upon the theory that the authority or power in one employee to superintend, control, or command or direct another employee in the performance of his duties as effectually influences and subjects to the former the will of the latter as does the power to employ and discharge. But it was not the purpose of the statute to impute to the master the negligence of an employee upon whom he had conferred no such power, but had merely imposed the duty, in certain contingencies arising in the course of his employment, of giving a signal whereby another employee would know that the occasion had arisen for him to perform some duty imposed upon him by the rules governing his employment, leaving such employee free to perform such duty in his own way under such rules. In such a case there is no subjection of the will of one to that of the other.

"We are of the opinion that the signal given by the engineer for brakes was a mere notice to the brakeman, Frazier, that the occasion had arisen for him to perform a duty imposed upon him by the rules; that the fact that the engineer was intrusted by the company with the discretion of determining when the brakes should be applied, and to signal therefor, did not give him any 'authority of superintendence, control, or command,' or 'authority to direct' Frazier in the performance of his duties; that Frazier, in attempting to set brakes in the per-

ance of his duties, was governed and controlled by the direction and com-
l of the rule, and not of the engineer, and that, therefore, under the statute,
were 'in the same grade of employment' and fellow-servants. It follows
the assignment of error was well taken, and that the judgments of the trial
; and court of civil appeals must be reversed and the cause remanded."

[From B. L. No. 9, March, 1897.]

JCKALEW *v.* TENNESSEE COAL, IRON AND RAILROAD CO., 20 Southern orter, page 606.—Louella Buckalew, administratrix of the estate of William Buckalew, deceased, brought suit in the city court of Birmingham, Ala., nst the Tennessee Coal, Iron and Railroad Company to recover damages for death of her intestate. The evidence showed that said William H. Buckalew a convict sentenced by the criminal court of Jefferson County, Ala., for two rs; that he had been leased or let to the defendant company by the proper horities of said county; that he was put to work in the coal mines of said ipany at Pratt City, as such leased convict, and that while so at work he was antly killed by a fall of slate or stone from the roof of said mine. The plain- claimed that the fall of slate or stone was caused by the negligence of the ipany's superintendent, and that the company was therefore liable in dam- es. A judgment was rendered for the defendant in the city court, and the intiff appealed the case to the supreme court of the State, which rendered its ision June 16, 1896, and reversed the judgment of the city court. Judge Wil- ison, of the city court, instructed the jury that the deceased, although a con- ct, was a fellow-servant of the superintendent of the mine, through whose gligence it was claimed that the accident was caused. The principal objection the plaintiff to the judgment of the city court was directed at this instruction, id, in regard to the same, the supreme court, in its opinion, which was delivered Judge Head, held as follows:

"It seems to have been supposed that some of these counts [in the plaintiff's eclaration] were under the employer's liability act, or were governed by the ules regulating the liability of a master for the acts or omissions of fellow- ervants. This we think a misconception of the law.

"A master's exemption from liability to a servant for negligence of a fellow- ervant in a common employment has for its fundamental principle that by vol- ntarily entering the service the servant engages to take upon himself the natural nd ordinary risks and perils incident to the performance of such service, which ncludes the risks of injuries arising from the wrongs and omissions of fellow- ervants in the same employment. When he enters the service, it is presumed that he has observed and understands its character, and the character of the servants employed therein, and contracts with reference thereto. If incompe- tent or unfit servants are introduced or retained in the service of the master, he has the right, growing out of his contract, to demand of the master correction of the wrong, and, if not done, to quit the service. Thus he has the means of pro- tecting himself against the dangers of unfit fellow-servants.

"There was under neither count a relation of master and servant between the defendant and the intestate. That relation always grows out of a contract between the parties, express or implied. Here, under the last three counts, the intestate was a prisoner in the custody of the defendant, as his keeper. By law, and the defendant's contract with the proper law officers, it was authorized to put him to labor in the mine, and owed him the duty of doing him no willful harm and of exercising reasonable care for his personal safety. The intestate had made no contract with anyone. His servitude was involuntary. It was enforced. He had no right or power to refuse to enter upon the service, or to quit it, at any time, until his sentence expired. Whatever may have been the dangers of the service, howsoever incompetent, careless, or vicious may have been the defend- ant's agents or servants put to work with or over him, the convict had no voice, volition, or freedom of action in the matter whatever. He had entered into no contract, express or implied, to take the risks of the wrongful acts and omissions of the defendant's servants. He was fellow-servant with no one."

[From B. L. No. 9, March, 1897.]

TERRE HAUTE AND INDIANAPOLIS RAILROAD COMPANY *v.* BECKER, 45 North- eastern Reporter, page 96.—Action was brought in the circuit court of Cass County, Ind., by Mary A. Becker, administratrix, against the above-named rail- road company, to recover damages for the death of her husband, Martin Becker, who was killed in a collision. Judgment was rendered for her, and the railroad company appealed the case to the supreme court of the State, which rendered its

decision November 10, 1896, and reversed the judgment of the circuit court. The opinion of the supreme court was delivered by Judge Jordan, and the following, which contains a clear statement of the facts in the case, is quoted therefrom:

"It will be seen that, among others, the following facts are disclosed by the special verdict: That on and before December 10, 1889 (being the day on which the fatal collision occurred), the company was operating and running daily, southbound, over its road, four regular trains—two passenger and two freight—and also a like number running north. The time of the arrival and departure of each of these trains at the respective stations along the road was fixed by the appellant and printed in time schedules or time-tables, and these were issued and delivered to all of its servants then engaged in operating said trains. On the reverse side of these time-tables were printed rules adopted by appellant for the direction and government of all of its servants engaged in operating trains. That under these rules conductors and enginemen of all work and wild trains were required to keep the same out of the way and off of the time of all regular passenger and freight trains, and in no case to occupy the main track of the road within ten minutes of the time of any regular train. That by these rules the enginemen and conductors were equally responsible for keeping off of the time of other trains."

The court here says in effect that the conductor and engineman of a wild train did, on December 10, 1889, violate these rules and got on the main track in the time of a regular train, No. 60, on which Martin Becker was fireman, and thereby caused a collision in which Becker was killed, and then goes on to say as follows:

"That previous to this collision the appellant gave no notice to the deceased, nor to its servants in charge of said local No. 60, of the whereabouts of this work train on that morning, and that neither he nor they had any knowledge that said train on that day was working wild between Crawfordsville Junction and Rockville. The principal insistence of counsel for appellee in answer of the contention of counsel for appellant is that, under all the circumstances, negligence resulting in the death of the deceased servant must be imputed to the appellant, for the following reasons: First, in ordering the work train to work wild between Crawfordsville Junction and Rockville, over a part of its road which they insist, under the facts, is shown to be dangerous; second, failure to notify Becker and the servants in charge of the train upon which he was at work of the whereabouts of the wild train on the morning in question, previous to the accident; third, failure to adopt a rule requiring notice to be given to its regular trains of the whereabouts of wild trains. These facts, in connection with the negligence of the employees in charge of the work train, they contend, constitute the proximate cause of the fatal collision.

"It may be conceded, under certain circumstances, that a railroad company would be guilty of actionable negligence in ordering a train to work wild, in the absence of notice to its servants along its line of the fact, in the event the injury or death of the latter was due to the failure, in whole or in part, to give such notice. But in the case at bar, under the facts and circumstances as they are shown, we are of the opinion that it can not be affirmed, as a legal proposition, that the death of appellee's decedent was due to or resulted from any negligence of the appellant. The reasons for this conclusion, we think, are obvious. The time at which all the regular passenger or freight trains on appellant's road were due to arrive at and depart from each station had been fixed and published in printed schedules or time-tables, and these had been delivered to all of its servants engaged in operating its trains. It had also adopted and caused to be printed and delivered to such servants a series of rules and regulations for their guidance and control in conducting and running trains under their charge. One of these rules expressly required of and enjoined upon conductors or others of its employees in the charge of work and wild trains the duty to keep such trains out of the way of all regular passenger and freight trains, and under no event were they to occupy the main track within ten minutes of the time of any regular train, etc. On the morning of the accident in question the jury find, in effect, that the conductor and engineman in charge of the work train which had been ordered to work wild disregarded, or rather neglected to discharge, their required duty in failing to sidetrack their train at Waveland and there remain until the arrival and departure from station of the local freight upon which Becker at the time was serving as fireman; that notwithstanding their duty in that respect they 'recklessly,' 'carelessly,' and negligently left said station with their train before the arrival of local No. 60, and on the time of the latter, without taking any precaution to prevent the collision whereby Becker was killed.

"The conclusion that the death of appellee's decedent was wholly due to the negligence of the conductor and engineman in control of the work train, in leaving with their train the station as they did before the arrival of No. 60, and in running

duty to provide such servant with a reasonably safe place to work in, having erence to the character of the employment in which the servant is engaged also owes the duty of providing reasonably safe tools, appliances, and machin- for the accomplishment of the work necessary to be done. He must exercise oper diligence in the employment of reasonably safe and competent men to per- rm their respective duties, and it has been held in many states that the master ves the further duty of adopting and promulgating safe and proper rules for the nduct of his business, including the government of the machinery and the run- ng of trains on a railroad track.

"If the master be neglectful in any of these matters, it is a neglect of a duty hich he personally owes to his employee, and if the employee suffer damage on ccount thereof, the master is liable.

"If, instead of personally performing these obligations, the master engages nother to do them for him, he is liable for the neglect of that other, which in ach case is not the neglect of a fellow-servant, no matter what his position as to ther matters, but is the neglect of the master to do those things which it is the uty of the master to perform as such.

"In addition to the liability of the master for his neglect to perform these luties, there has been laid upon him by some course a further liability for the egligence of one of his servants in charge of a separate department or branch of usiness, whereby another of his employees has been injured, even though the neglect was not of that character which the master owed, in his capacity as master, to the servant who was injured. In such case it has been held that the neglect of the superior officer or agent of the master was the neglect of the master, and was not that of the coemployee, and hence that the servant, who was a subordinate in the department of the officer, could recover against the common master for the injuries sustained by him under such circumstances. It has been already said that Holverson sustained no such relation to the company in this case as would uphold a liability for his acts based upon the ground that he was a superintendent of a separate and distinct branch or department of the master's business.

"It is proper, therefore, to inquire what is meant to be included by the use of such a phrase.

"A leading case on this subject in this court is that of Railway Co. *v.* Ross (112 U. S., 377, 5 Sup. Ct., 184). In that case a railroad corporation was held responsible to a locomotive engineer in the employment of the company for damages received in a collision which was caused by the negligence of the conductor of the train drawn by the engine of which the plaintiff was engineer. This court held the action was maintainable on the ground that the conductor, upon the occasion in question, was an agent of the corporation, clothed with the control and management of a distinct department, in which his duty was entirely that of direction and superintendence; that he had the entire control and management of the train, and that he occupied a very different position from the brakemen, porters, and other subordinates employed on it, and that he was in fact, and should be treated as, a personal representative of the corporation, for whose negligence the corporation was responsible to subordinate servants. The engineer was permitted to recover on that theory. These facts give some indication of the meaning of the phrase.

"In the above case the instruction given by the court at the trial to which exception was taken was in these words: 'It is very clear, I think, that if the company sees fit to place one of its employees under the control and direction of another, that then the two are not fellow-servants engaged in the same common employment within the meaning of the rule of the law of which I am speaking.' That instruction, thus broadly given, was not, however, approved by this court in the Ross case. Such ground of liability—mere superiority in position and the power to give orders to subordinates—was denied. What was approved in that case, and the foundation upon which the approval was given, is clearly stated by Mr. Justice Brewer in the course of his opinion delivered in the case of Railroad Co. *v.* Baugh (149 U. S., 368, 13 Sup. Ct., 914, at page 380, 149 U. S., and page 914, 13 Sup. Ct., and the following pages). In the Baugh case it is also made plain that the master's responsibility for the negligence of a servant is not founded upon the fact that the servant guilty of neglect had control over, and a superior position to that occupied by, the servant who was injured by his negligence. The rule is that, in order to form an exception to the general law of nonliability, the person whose neglect caused the injury must be 'one who was clothed with the control and management of a distinct department, and not a mere separate piece of work in one of the branches of service in a department.' This distinction is a plain one, and not subject to any great embarrassment in determining the fact in any par-

ticular case. When the business of the master or employer is of such great and diversified extent that it naturally and necessarily separates itself into departments of service, the individuals placed by the master in charge of these separate branches and departments of service, and given entire and absolute control therein, may properly be considered, with respect to employees under them, vice principals and representatives of the master, as fully and as completely as if the entire business of the master were placed by him under one superintendence. Thus, Mr. Justice Brewer, in the Baugh case, illustrates the meaning of the phrase 'different branches of departments of service' by suggesting that 'between the law department of a railway corporation and the operating department there is a natural and distinct separation—one which makes the two departments like two independent kinds of business, in which the one employer and master is engaged. So, oftentimes, there is, in the affairs of such corporation what may be called a manufacturing or repair department, and another strictly operating department. These two departments are, in their relations to each other, as distinct and separate as though the work of each was carried on by a separate corporation. And from this natural separation flows the rule that he who is placed in charge of such separate branch of the service—who alone superintends and has the control of it—is, as to it, in the place of the master.'

"The subject is further elaborated in the case of Howard *v.* Railroad Co. (26 Fed., 837), in an opinion by Mr. Justice Brewer, then circuit judge of the eighth circuit. The view is stated very distinctly in the cases of Borgman *v.* Railroad Co. (41 Fed., 667), and Woods *v.* Lindvall (1 C. C. A., 37, 48 Fed., 62). This last case is much stronger for the plaintiff than the one at bar. The foreman in this case bore no resemblance, in the importance and scope of his authority, to that possessed by Murdock in the Woods case, supra. These cases which have been cited serve to illustrate what was in the minds of the courts when the various distinctions as to departments and separate branches of service were suggested. In the Baugh case the engineer and fireman of a locomotive engine running alone on the railroad, and without any train attached, were held to be fellow-servants of the company, so as to preclude the fireman from recovering from the company for injuries caused by the negligence of the engineer.

"The meaning of the expression 'departmental control' was again, and very lately, discussed in Railroad Company *v.* Hambly (154 U. S., 349, 14 Sup. Ct. 983), where it was held, as stated in the headnote, that a common day laborer, in the employ of a railroad company, who, while working for the company under the orders and direction of a section boss or foreman, on a culvert on the line of the company's road, receives an injury through the neglect of a conductor and an engineer in moving a particular passenger train upon the company's road, is a fellow-servant of such engineer and of such conductor in such a sense as exempts the railroad company from liability for the injury so inflicted.

"The subject is again treated in Railroad Co. *v.* Keegan (160 U. S., 259; 16 Sup. Ct., 269; decided at this term), when the men engaged in the service of the railroad company were employed in uncoupling from the rear of trains cars which were to be sent elsewhere and in attaching other cars in their place; and they were held to be fellow-servants, although the force, consisting of 5 men, was under the orders of a boss who directed the men which cars to uncouple and what cars to couple, and the neglect was alleged to have been the neglect of the boss, by which the injury resulted to one of the men. This court held that they were fellow-servants, and the mere fact that one was under the orders of the other constituted no distinction, and that the general rule of nonliability applied.

"These last cases exclude, by their facts and reasoning, the case of a section foreman from the position of a superintendent of a separate and distinct department. They also prove that mere superiority of position is no ground for liability.

"This boss of a small gang of 10 or 15 men, engaged in making repairs upon the road wherever they might be necessary, over a distance of 3 sections, aiding and assisting the regular gang of workmen upon each section as occasion demanded, was not such a superintendent of a separate department, nor was he in control of such a distinct branch of the work of the master as would be necessary to render the master liable to a coemployee for his neglect. He was, in fact, as well as in law, a fellow-workman. He went with the gang to the place of the work in the morning, stayed there with them during the day, superintended their work, giving directions in regard to it, and returned home with them in the evening, acting as a part of the crew of the hand car upon which they rode. The mere fact, if it be a fact, that he did not actually handle a shovel or a pick is an unimportant matter. Where more than one man is engaged in doing any particular work, it becomes almost a necessity that one should be boss and the others subordinate, but both are, nevertheless, fellow-workmen.

mediately following these words are the following: 'Neither of such persons eing intrusted by such corporations with any superintendence or control over ieir fellow-employees.' It seems to us the latter words can serve no purpose nless it be to explain the words 'of same grade,' which precede them. If this as not their purpose they were entirely useless and without a purpose, for the lea conveyed by them is already expressed in the words 'of same grade.' The ords 'of same grade,' without qualification, may be of broader signification and ifficult to explain. But we think that the words following were intended to, nd do, explain what is meant by them. In that way we can only give to all iese words some effect, as they were doubtless intended to have.

"If, therefore, neither the fireman nor the engineer had superintendence or con-ol of the other, they were fellow-servants; otherwise they were not; and if ellow-servants the defendant is liable to neither for damages caused by the neg-gence of the other in the performance of his duties. For the errors indicated he judgment of the circuit court is reversed and the cause is remanded for a ew trial."

[From B. L. No. 12, September, 1897.]

MISSOURI, KANSAS AND TEXAS RY. CO. OF TEXAS *v.* HINES, 40 Southwestern Reporter, page 152.—Action was brought in the district court of Galveston County, Tex., by Olive Hines against the above-named railroad company to recover damages for the death of her husband, an employee of said company. Judgment was rendered for the plaintiff, and the defendant company appealed the case to the court of civil appeals of Texas, which court rendered its decision March 24, 1897, and reversed the judgment of the lower court. An interesting point decided was that the plaintiff's husband, R. J. Hines, was not a fellow-servant of members of a bridge gang within the provisions of section 2 of "the fellow-servant act of Texas," chapter 91 of the acts of 1893, which reads in part as follows:

"SECTION 2. All persons who are engaged in the common service of such railway corporation, receiver, manager, or person in control thereof, and who, while so employed, are in the same grade of employment and are working together at the same time and place and to a common purpose, neither of such persons being intrusted by such corporation, receiver, manager, or person in control thereof, with any superintendence or control over their fellow-employees, or with the authority to direct any other employee in the performance of any duty of such employee, are fellow-servants with each other. * * * Employees who do not come within the provisions of this section shall not be considered fellow-servants."

The opinion of the court of civil appeals was delivered by Chief Justice James, and the following, quoted therefrom, sufficiently states the facts in the case and the reasons for the decision above noted:

"Appellee is the widow of R. J. Hines, a conductor in appellant's service, who was killed on April 11, 1894, in the yards at Houston. The train on which he was conductor was used in connection with a bridge gang then engaged in driving piles for bridges and loading and unloading from the train material for bridges. The bridge outfit consisted of 8 men, under control of Foreman Frank McNeely. The crew of the train consisted of an engineer and 2 brakemen and a fireman, in charge of the conductor, Hines. The bridge gang had nothing to do with the operation of the train, and the trainmen had nothing to do with the service for which the bridge gang were employed. The latter had loaded the cars with pine piling of such length that they required 2 flat cars, and were brought thus to the yards at Houston and placed where they were to be unloaded. The bridge gang then proceeded to unload them; and it was necessary, in order to do this, to remove the stakes that had been placed along the entire length of the cars to keep the piles in place, and also to remove a brake which was in the way on the side of one of the flat cars. The injury to Hines occurred in this manner: One of the bridge men, named Ferguson, was about to knock off the brake with a big hammer, instead of taking it off in the usual and proper way. The course he was about to pursue was improper and injurious to the property, and Hines, who was present, stopped him and saw that he went about removing it in the proper manner, and stood there, instructing him how to do it. While this was going on the piles began to roll off the car, from some cause, throwing Ferguson to the ground, and one of them, striking Hines, injured him so that he died. The cause may have been the unstaking of the car, or the placing of a skid up against the car, or it may have resulted from the effort to remove the brake, or some or all of these causes combined. The answer denied that Hines at the time was acting in the scope of his duty; denied that there was negligence on the part of defendant; alleged that the injury was due to contributory negligence, and that if there was

conductor or engineer to guide them in the movement of a train than of commands given in the exercise of the authority of a superior over an inferior.

"The particular duty of Snowden was to use his level and gauge and announce the result. If the hole was too deep or too shallow, or the post not plumb, the fact was thereby ascertained, and it became his duty and that of his associates to do what was necessary to bring it into proper relation by deepening or filling or by other movement of the post, indicated by the level and gauge. There was no sufficient evidence to overcome the presumption that the relation of fellow-servant existed under the construction placed upon the second section of the Arkansas act by the supreme court of that State [Railway Co. *v.* Becker, 63 Ark., 477; 39 S. W., 358], and the jury were properly instructed, on this ground, to find for the defendant."

[From B. L. No. 19, November, 1898.]

MISSOURI PACIFIC RAILWAY CO. *v.* LYONS, 75 Northwestern Reporter, page 31.—An action brought by Mary Lyons, administratrix of the estate of George Lyons, deceased, against the above-named railway company, to recover damages for the death of said Lyons caused by an accident while he was employed by the company, was heard in the district court of Douglas County, Nebr., and a judgment was rendered for the plaintiff. The defendant company carried the case on writ of error to the supreme court of the State, which rendered its decision April 21, 1898, and reversed the judgment of the lower court. The evidence showed that on June 11, 1893, two shifting engines and crews were at work in the yard of defendant company at Omaha, Nebr.; that Lyons, a member of one of the crews, was injured by the negligence of a member or of members of the other crew, and died from the effects of said injury soon after it was received.

The opinion of the supreme court was announced by Judges Norval and Ragan, and the syllabus of the same, prepared by the court, reads as follows:

"1. Evidence examined, and held to sustain the jury's finding that the death of plaintiff's intestate was not caused by his negligence.

"2. When one enters the employment of another, agreeing to serve him for a stipulated salary or wage, he thereby assumes, in the absence of an express contract to the contrary, the ordinary perils incident to that service, and included in these is the liability to injury at the hands of a negligent fellow-servant.

"3. The general rule is that where a master is not guilty of negligence in the selection or retention of servants, or in furnishing them with suitable appliances for the performance of the work in which he employs them, he is not answerable to one of them for an injury caused by the negligence of a fellow-servant while both are engaged in the same work in the same department of the master's business.

"4. Where two switching crews are in the employ of the same railway company, subject to the control and direction of the same yard master, no member of either of said crews having any right of control or direction over any member of the other crew, both crews simultaneously engaged in switching the same cars from one part to another of the same switch yard, then the two crews and the members thereof are consociated in the same department of duty or line of employment, and each member of one crew is the fellow-servant of each member of the other crew."

[From B. L. No. 19, November, 1898.]

JENSON *v.* GREAT NORTHERN RAILWAY CO., 75 Northwestern Reporter, page 3.—This case was brought before the supreme court of Minnesota on an appeal from the district court of Ottertail County, where a judgment had been rendered in favor of the above-named railway company in a suit brought against it by one Christopher Jenson to recover damages for injuries sustained by him while in its employ. The plaintiff, Jenson, alleged that he was injured through the negligence of an incompetent servant. The supreme court rendered its decision May 3, 1898, and reversed the decision of the lower court.

The opinion was delivered by Chief Justice Start, and from the syllabus of the same, which was prepared by the court, the following is quoted:

"While a servant impliedly assumes the risk of negligence by his fellow-servants, yet he does not assume any risk on account of the negligence of the master, which is unknown to him; hence the fellow-servant rule has no application to a case where the master is negligent in employing or retaining in his service a careless and incompetent servant, who by his negligence injures his coservant, who has no notice of his character."

[From B. L. No. 28, May, 1900.]

LINCK'S ADMINISTRATOR *v.* LOUISVILLE AND NASHVILLE RAILROAD CO., 54 Southwestern Reporter, page 184.—This was an action for damages for causing the death of Edward P. Linck, brought in the circuit court of Todd County, Ky. Linck was a conductor in the employ of the above-named railroad company, and at the time of the accident he was making a coupling of some cars in the train in place of the brakeman, who was temporarily and necessarily absent. The alleged negligence was that of the engineer of the train in backing the engine with great and unnecessary violence, so that the coupling link broke, and Linck was knocked down and run over by the backing train and killed. A judgment was rendered for the defendant company and the plaintiff appealed the case to the court of appeals of the State, which rendered its decision December 8, 1899, and reversed the decision of the lower court.

In the course of the opinion of the court, delivered by Judge White, the following language was used:

"Beginning with the case of Railroad Co. *v.* Collins (2 Duv., 118, this court, by a long and unbroken line of decisions, including Railway Co. *v.* Palmer, 98 Ky., 382; 33 S. W., 199), and Edmonson *v.* Railway Co. (49 S. W., 200, 448), has repeatedly held that where 2 servants of the same master are equal, and neither superior to the other, no recovery can be had, as against the master, by one servant for the negligence of the other. It has also been held that where 2 servants are in the same field of labor, but are not of the same rank, the master is not liable for an injury to the subordinate by the ordinary negligence of the superior, but is liable only in case of gross negligence of the superior. It is contended that if the rule laid down in the Edmonson case, and other cases to the same effect, were (was?) the law as to the cases there decided, it has no application to this; that by the adoption of section 241 of our present constitution the rule of law as to fellow-servants was changed. Section 241 of the constitution reads: 'Whenever the death of a person shall result from an injury inflicted by negligence or wrongful act, then, in every such case, damages may be recovered for such death from the corporation and persons so causing same.' There follows a provision as to who may prosecute an action to recover.

"It is insisted that by the use of the term, 'then, in every such case, damages may be recovered for such death from the corporation and persons so causing same,' it is meant to provide that a recovery may be had for a death resulting from the negligence of a fellow-servant, regardless of grade or degree of negligence. In considering this section, it may be well to consider the condition of the law as laid down by this court at the time of the adoption of the constitution. Under section 1 of chapter 57 of the general statutes, it had been held, as in the Collins case (2 Duv., 118), that damages were not recoverable by an employee of a railroad for an injury inflicted by the negligence of a fellow-servant. And a fellow-servant was held to be a servant of the same master, in the same field of labor, and of an equal grade with the one injured. It was also held that no recovery could be had for the ordinary negligence of a superior servant of the same master engaged in the same field of labor. Under section 3 of chapter 57 of the general statutes it had been held that no recovery could be had for death unless the deceased left a widow or child. The debates of the constitutional convention (pp. 5749–5752) show that it was intended to place in the organic law, and beyond the control of the legislature, that an action for damages resulting in death survived, and might be recovered by the personal representative, regardless of whether widow or children survived. It was intended to provide, also, that the right of action could be maintained against both the servant who was negligent and the company he represented. The framers of the constitution intended to so fix the law that the legislature could not release either the servant who was negligent or the company.

"It is true that, as the statute then stood, the changes made by the constitution amounted, as we see it, to but two things: It provided for a survival of the action, regardless of the fact whether decedent left a widow or child, and also provided for a recovery by a servant against his master for the ordinary negligence of a superior servant; whereas in the first there was no survival of the action without a widow or child, and in the second the negligence of the superior servant must have been gross. But, to be plain that this is the law as intended by the first legislature that assembled after the adoption of the constitution, and which contained many members of the convention, section 6 of the Kentucky statutes was enacted. It provides: 'Whenever the death of a person shall result from an injury inflicted by negligence or wrongful act, then in every such case damages may be recovered for such death from the person or persons, company or companies, corporation or corporations, their agents or servants, causing the

same, and when the act is willful or the negligence gross punitive damages may be recovered, and the action to recover such damages shall be prosecuted by the personal representative of the deceased.'

"This statute clearly provides that where death is caused by negligence or wrongful act the cause of action survives; where the negligence is ordinary, compensatory damages may be recovered; where the negligence is gross, or the act willful, punitive damages may be recovered; that such action may be maintained against the immediate person guilty of the wrongful act or of the negligence, as well as against any person, company, or corporation represented by such person inflicting the injury. It is insisted in the case at bar that, under the constitution and the above statute, appellant has shown a right to recover. If this action was against the engineer whose alleged negligence caused the injury, counsel would be correct; but as to appellee company such is not the law, for the reason that, as between the defendant and the engineer, the engineer did not represent the company. If it be conceded that the engineer was the equal in service with decedent, then as to decedent the engineer could not represent the common principal. The fact that decedent at the time was performing the duties of brakeman did not change his character or position as conductor. Although the brakeman, if injured under the same circumstances, might have recovered of appellee, yet decedent can not, because as to him there was no agent of the company guilty, or charged to be guilty, of negligence."

[From B. L. No. 29, July, 1900.]

QUINN *v.* NEW YORK, NEW HAVEN AND HARTFORD RAILROAD CO., 55 Northeastern Reporter, page 891.—In a suit brought by Daniel Quinn against the above-named railroad company to recover damages for personal injuries a ruling in favor of the plaintiff, Quinn, was made in the superior court of Suffolk County, Mass., and upon this ruling the case was submitted to the supreme court of the State, judgment to be entered for the plaintiff if said court decided said ruling to be correct, and for the defendant if it did not sustain the ruling. The decision of the supreme court was rendered January 4, 1900, reversing the ruling, and judgment was accordingly entered for the defendant.

The opinion of the court was delivered by Chief Justice Holmes, and the syllabus of the same reads as follows:

"1. Plaintiff, while in defendant's employ as brakeman, was sitting on top of a fruit car when his head struck the cornice of a roof over a station platform. He knew that the car was larger than the ordinary cars; that this roof was not very far from the cars; that there was danger from it; and that he was then approaching it. In his application for employment he undertook, as soon as possible, to make a careful examination of all things near to the tracks, so that he might understand the dangers attending them. Held, that plaintiff had assumed the risk of the injury in question.

"2. An application for employment, by which the servant undertook to make a careful examination of all things near the tracks, so that he might understand the dangers attending them, is not contrary to Pub. St., c. 74, par. 3, which provides that no person or corporation can, by special contract with their employees, become exempt from its liabilities to them for the injuries suffered by them in their employment which result from the employer's own negligence, or that of any other person in its employ.

"3. It is not necessary to maintain a guard at a cornice of a roof over a station platform which is 1 foot 5 inches from the nearest line of the outside rail, since Pub. St., c. 112, par. 160, requires such guard only where some portion of such structure 'crosses' the railroad."

III.—DECISIONS INTERPRETING AND DEFINING THE VICE-PRINCIPAL RULE.

[Abstract from report in B. L. No. 3, March, 1896.]

HATTIE FROST *v.* OREGON SHORT LINE AND UTAH NORTHERN RAILWAY COMPANY, to recover damages for the death of her husband, James W. Frost, an engineer, killed in a collision in Montana. The plaintiff recovered a verdict, and the railway company moved for a new trial, based on the refusal of the court to instruct the jury to bring in a verdict for the defendant because Frost's death was due to the negligence of a fellow-servant. The court had actually instructed the jury to the effect that the employee through whose negligence the collision

occurred was the representative of the company, and his acts and negligence were the acts and negligence of the company. The United States circuit court of Montana, South Dakota, denied the motion for a new trial on September 24; 1895 (69 Federal Reporter, page 936). The collision was due to the failure of the telegraph operator to give proper notice, as directed, of a change of time-table, and the court decided that the duty of establishing a time-table, giving proper notice of the same, and of any changes in the same is a duty of the master or principal which he can not delegate to another without being responsible for his negligence; and that the telegraph operator, though a fellow-servant, "must be considered as representing the company in the duty assigned him of giving notice of the temporary change of the time-table or in transmitting the notice, intrusted to him to deliver to the conductor of train No. 5, of the change in the time-table. In doing this duty he was not a fellow-servant of those operating the road, but a personal representative of the company, for whose negligence the company was responsible."

[From B. L. No. 7, November, 1896.]

TEXAS CENTRAL RAILWAY CO. *v.* FRAZIER, 34 Southwestern Reporter, page 664.—Suit was brought in the district court of Hamilton County, Tex., by Etta Frazier, widow of J. W. Frazier, for herself and minor child, Freddie Frazier, against the Texas Central Railway Company, to recover damages for the death of her husband. From a judgment in her favor the railway company appealed the case to the court of civil appeals of the State, which rendered its decision March 4, 1896, and affirmed the judgment of the lower court. The opinion of said court was delivered by Judge Key, and the following, containing a statement of the facts in the case, is quoted therefrom:

"On the 15th of April, 1893, a freight train was wrecked on appellant's road near the town of Aquilla, in Hill County, Tex., one result of which was the death of appellee's husband, J. W. Frazier, who was employed and serving as a brakeman on said train.

"That appellee was the wife of J. W. Frazier; that the minor, Freddie Frazier, was their only child; that the wreck occurred at the time and place alleged, and that J. W. Frazier was a brakeman on the train and received injuries in the wreck which caused his death in a few hours thereafter were clearly shown, and these facts are not disputed. But appellant's contention is that the testimony fails to show the alleged negligence of the engineer, and fails to show that said engineer, if negligent, was other than a fellow-servant of J. W. Frazier, for whose negligence appellant would not be responsible. It is also contended that the death of Frazier resulted from one of the ordinary risks of the service in which he was engaged, and, therefore, that appellant is not liable.

"As to the question of negligence on the part of the engineer, it may be that, if we were trying the case as jurors, we should reach a different conclusion, and return a different verdict; but, after a careful consideration of the statement of the facts, we can not say that the verdict is without evidence to support it. By the verdict under consideration, 12 men, presumably disinterested and honest, have decided that on the occasion in question the engineer did not exercise all the care that a person of ordinary prudence would have exercised; and that decision is not so clearly unsupported by testimony as to justify us in setting it aside. The act approved March 10, 1891, defining who are and who are not fellow-servants, declares 'that all persons engaged in the service of any railway corporations, foreign or domestic, doing business in this State, who are intrusted by such corporation with the authority of superintendence, control, or command of other persons in the employ or service of such corporation, or with the authority to direct any other employee, are vice-principals of such corporation, and not fellow-servants with such employee.' (Laws 22d Leg., p. 25.) The evidence in this case shows that Neal, the engineer, had authority from appellant to direct the deceased, who was head brakeman, to put on the brake, and that it was the duty of the deceased to obey such direction. This made the engineer a vice-principal under the statute above cited, and the doctrine of fellow-servants does not apply.

"As to the question of Frazier's assumption of risk, it is sufficient to say that, while it is true that he assumed the risks ordinarily incident to his employment as brakeman, such assumption would not shield appellant from injuries resulting from its negligence; and, under the court's charge, the jury were not authorized to find for the plaintiff unless they found that the engineer was guilty of negligence in the respect charged, and that he was appellant's vice-principal."

[From B. L. No. 12, September, 1897.]

GOWEN *v.* BUSH, 76 Federal Reporter, page 349.—Action was brought by William N. Bush against Francis Gowen, sole receiver of the Choctaw Coal and Railway Company, in the United States court for the Indian Territory to recover damages for personal injuries sustained by reason of an explosion in a coal mine located at Hartshorne, in the Indian Territory, which was operated by Gowen in his capacity as receiver. Judgment was rendered for Bush, and the defendant appealed the case to the United States circuit court of appeals for the eighth circuit, which court rendered its decision October 5, 1896, and affirmed the judgment of the lower court.

The opinion of the circuit court of appeals was delivered by Circuit Judge Thayer, and the following is quoted therefrom:

"It is assigned as error, inter alia, that the trial court refused to give two instructions which were asked by the receiver, which instructions were to this effect: That 2 of the receiver's employees, to wit, John Murphy and James Scarratt, were fellow-servants of the plaintiff; and if the explosion was occasioned by the negligence of either of these men in failing to discover the presence of gas in portions of the mine other than the place where plaintiff was at work, then the defendant was not liable to the plaintiff for such neglect on the part of these men. A sufficient reason why neither of these instructions should have been given in the form in which they were asked is found in the fact that, in so far as the duty was devolved upon these men of going through the mine from time to time and inspecting it, and seeing whether it was free from gas, they were discharging a personal duty of the master which he owed to all the miners who were at work in the mine, and, while discharging such personal duty of the master, these men were not fellow-servants of the plaintiff, no matter what relation they may have occupied toward him when they were engaged in the performance of other and different duties. An obligation rests upon the master to exercise ordinary care in providing a reasonably safe place for the servant to work, and also to use ordinary diligence in keeping it thereafter in a reasonably safe condition. This is a personal duty of the master, which he can not devolve upon another in such a way as to relieve himself from liability in case the duty is not performed or is discharged in a negligent manner.

"It results from what has been said that we find no material error in the proceedings of the trial court, and the judgment of that court is accordingly affirmed."

[From B. L. No. 18, September, 1898.]

WALKER ET AL *v.* GILLETT, 52 Pacific Reporter, page 442.—Action was brought in the district court of Johnson County, Kans., by Fred E. Gillett against Aldace F. Walker and another, sole receivers of the Atchison, Topeka and Santa Fe Railroad Company, to recover damages for injuries received while employed as a brakeman on said railroad. Judgment was rendered for the plaintiff, Gillett, and the defendants carried the case on writ of error to the supreme court of the State, which rendered its decision March 5, 1898, and affirmed the judgment of the lower court. The plaintiff's petition stated that the plaintiff was a brakeman in the employ of the defendants on a freight train under a conductor named Deitrick, who had full charge and control of the train, and that, owing to the negligence of said conductor, he received an injury resulting in the amputation of his left leg above the knee and the crippling of his right foot. The defendant's answer stated, among other things, that the injury happened in the Territory of Oklahoma, where the common law was in full force, and that the negligence, if any, was that of a fellow-servant (the conductor), for which, under the laws of Oklahoma, the defendants were not liable. Upon this point the opinion of the supreme court, which was delivered by Judge Allen, reads as follows:

"The question most discussed is whether the conductor and the plaintiff were fellow-servants within the meaning of the common-law rule obtaining in Oklahoma, which denies the plaintiff a right of recovery for an injury resulting from the negligence of a fellow-servant. Counsel for the plaintiffs in error [the receivers] contend that the test as to who are fellow-servants is merely whether they are engaged in the same line of service for the same master; that the only difference in the employment of the conductor and the plaintiff was that the scope of that of the former was greater than that of the latter, but that the master rests under no greater duty to properly perform the duties of the conductor than those of the brakeman. It must be conceded that the courts have indulged in much refinement of reasoning on the question of who are fellow-servants, and that the grounds on which many decisions have been based on either side of the question are not altogether satisfactory. The precise question in this case is whether the

aster is liable to a brakeman for injuries occasioned by the negligence of the onductor of the train on which he was employed, where the conductor had full harge of the movements of the train and the brakeman was acting under his rders. In the case of a railway corporation there is no personal master. The ockholders and bondholders have the property interests, but no direct manage- ient of the property. Their interests are looked after by a board of directors, hich, in turn, employs general officers of greater or less authority, who have he direct and personal supervision of the operation of the property. Where the eneral power to manage and command is given to one and the duty of the others merely to execute and obey, he who directs stands in the place of the principal, nd the principal must respond to those under him for his misconduct. This ust be so, else it is impossible to see how at common law a railroad corpora- ion can ever be responsible to any of its employees for the misconduct of any fficer occupying a superior station in the same line of service; for all are serv- nts, and the master is only an intangible corporate entity.

"Where the injured employee and the one whose negligence occasions the njury are engaged in different branches of corporate service, it seems to be now uite generally held that the common-law rule exempting the master from liabil- ty does not apply. It may be that a mere matter of difference in the grade of ervice of the employees is not controlling, but, where one is under the direct and ersonal supervision and control of the other, it does control.

"Whoever has full and unrestricted authority to direct and command is a vice- rincipal, and for his negligence the master must respond. The conductor being he representative of the receivers in the management of the train, they must espond in damages for his negligence. The judgment is affirmed."

[From B. L. No. 12, September, 1897.]

PEIRCE *v.* VAN DUSEN, 78 Federal Reporter, page 693.—This action was brought in the United States circuit court for the western division of the northern district of Ohio by Edward Van Dusen against R. B. F. Peirce, the receiver of the Toledo, St. Louis and Kansas City Railroad Company, to recover damages for an injury incurred by the plaintiff while in the employ of said receiver. The plaintiff claimed that he was so seriously injured while in the discharge of his duty as a yard brakeman in the employ of the receiver that he entirely lost the use of his right hand. He alleged that he was entirely without fault in the matter, and that his injury was caused by the carelessness and negligence of one Bartley, a conductor employed by the receiver, under whose control and direction he was placed at the time he received the injury. Judgment was rendered for the plaintiff, and the receiver appealed the case to the United States circuit court of appeals for the sixth circuit, which court rendered its decision February 2, 1897, and sustained the judgment of the court below.

The opinion of the circuit court of appeals was delivered by Mr. Justice Harlan, and the following, quoted therefrom, sufficiently shows the questions raised in the case and the reasons for the decision:

"The principal question before us is whether the statute of Ohio passed April 2, 1890 (Laws Ohio, 1890, p. 149), is applicable to cases against the receiver of a railroad corporation, especially one acting under the orders of a Federal court.

"The first section of the act provides that—

"'It shall be unlawful for any railroad or railway corporation or company owning and operating, or operating, or that may hereafter own or operate a railroad in whole or in part in this State, to * * *.'

"The third section, which is the one whose scope and meaning is involved in this action, provides that—

"'In all actions against the railroad company for personal injury to or death resulting from personal injury of any person while in the employ of such company, arising from the negligence or such company or any of its officers or employees, it shall be held, in addition to the liability now existing by law, that every person in the employ of such company, actually having power or authority to direct or control any other employee of such company, is not the fellow-servant, but superior, of such other employee. Also, that every person in the employ of such company, having charge or control of employees in any separate branch or department, shall be held to be the superior and not the fellow-servant of employees in any other branch or department who have no power to direct or control in the branch or department in which they are employed.'

"At the trial below it was contended on behalf of the plaintiff that the conductor and switchmen or yard brakemen, even when engaged together, at the same time and place, in operating the same train of cars, were not to be deemed

fellow-servants within the rule exempting an employer from liability to one servant for an injury caused by the negligence of a fellow-servant. The circuit court, held by Judge Hammond, without determining this question as one of general law, decided that the case was governed by the third section of the above act of April 2, 1890, and consequently that Bartley, the conductor, having power to direct and control the work in which Van Dusen was engaged, was the superior, not the fellow-servant, of Van Dusen, and was therefore the representative of the receiver.

"The contention of the receiver is that that act by its terms applies only to corporations owning or operating railroads in whole or in part in Ohio by their own officers, and that it can not properly be construed as applying to receivers operating railroads under the orders of a court of chancery.

"If the reasoning of the Georgia and Texas courts be applied to the Ohio statute, it can not be held to embrace employees acting under the receiver of a railroad corporation. But in our judgment the statute is applicable to actions against receivers of railroad corporations. To hold otherwise would be to subordinate the reason of the law altogether to its letter. While the intention of the legislature must be ascertained from the words used to express it, the manifest reason and the obvious purpose of the law should not be sacrificed to a literal interpretation of such words. If the Ohio statute is construed as applicable only to actions for personal injuries brought directly against railroad corporations, the result would be that in an action brought in one of the courts of Ohio the employees of a railroad corporation would be accorded rights that would be denied in another action of like kind, perhaps in the same court, to employees of the receiver of a railroad corporation under exactly similar circumstances. Could such a result have been contemplated by the legislature of Ohio? We think not. The avowed object of the statute was the protection and relief of railroad employees. To that end it declared that in the actions mentioned in it every person employed by the railroad company and invested with power or authority to direct or control other employees, should be deemed the superior, not the fellow-servant, of those under his direction and control. The legal effect, as well as the object, of this declaration was, in the cases specified, to make the negligence of the superior the negligence of the company. No violence is done to the ordinary meaning of the words of the statute if it be held that the legislature had in mind actions against receivers of railroad corporations, as well as actions directly against such corporations. The appointment of a receiver of a railroad does not change the title to the property nor work a dissolution of the corporation. Although the creature of the court, and acting under its orders, the receiver, for most purposes, stands in the place of the corporation, exercising its general powers, asserting its rights, controlling its property, carrying out the objects for which it was created, discharging the public duties resting upon it, and representing the interests as well of those who own the railroad as of those who have claims against the corporation or its property. The corporation remains in existence notwithstanding a provisional receivership established by an order of court; and for the purpose of effectuating the will of the State, as manifested by the act of 1890, an action against the receiver arising out of his management of the property may be regarded as one against the corporation 'in the hands of' or 'in the possession of' the receiver.

"The Ohio statute is not applicable to railroad corporations of Ohio engaged in the domestic commerce of this State. It is equally applicable to railroad corporations doing business in Ohio, and engaged in commerce among the states, although the statute, in its operation, may affect in some degree a subject over which Congress can exert full power. The states may do many things affecting commerce with foreign nations and among the several states until Congress covers the subject by national legislation. Undoubtedly, the whole subject of the liability of interstate railroad companies for the negligence of those in their service may be covered by national legislation enacted by Congress under its power to regulate commerce among the states. But as Congress has not dealt with that subject, it was competent for Ohio to declare that an employee of any railroad corporation doing business here, including those engaged in commerce among the states, shall be deemed, in respect to his acts within this State, the superior, not the fellow-servant, of other employees placed under his control. If the effect of the Ohio statute be, as undoubtedly it is, to impose upon such corporations, in particular circumstances, a liability for injuries received by some of its employees which would not otherwise rest upon them according to the principles of general law, the fact does not release the Federal court from its obligation to enforce the enactments of the State. Of the validity of such State legislation, we entertain no doubt.

"But it is contended that the Ohio statute is repugnant to the provision of the nstitution of Ohio, declaring that 'all laws of a general nature shall have uni-rm operation throughout the State.' (Article 2, § 26.) The argument made support of this view by the learned counsel for the receiver may be thus mmarized:

"That the act imposes a liability for damages for the negligence of fellow-rvants only as against a railroad company operating a railroad within Ohio; at it confers a right of action only upon employees of such railroad companies; at no other employer is subject to the liability, and no other employee is given e right; that the act selects from the general class of employers railroad com-nies operating railroads, and imposes upon them a special burden; that the act special class legislation, not uniform throughout the State, and applies to no rson or company engaged in any other occupation employing servants, although e occupation be equally hazardous. Consequently, the act is special in its peration and effect, is confined to particular corporations engaged in a specific siness, does not cover the whole subject of the relations of master and servant, d is not, therefore, of a general nature and of uniform operation throughout e State within the meaning of the constitution of Ohio.

"We think it clear that the Ohio statute is not obnoxious to the constitutional rovision requiring all laws of a general nature to have a uniform operation roughout the State. As it applies to all railroad corporations operating rail-oads within the State, it is, within the meaning of the State constitution, gen-ral in its nature; and as it applies to all of a given class of railroad employees, operates uniformly throughout the State.

"Having considered all the matters presented by the record which in our judg-ent require consideration, and perceiving no error of law in the record, the udgment is affirmed."

[From B. L., No. 13, November, 1897.]

CULPEPPER *v.* INTERNATIONAL AND GREAT NORTHERN R. R. Co., 40 Southwest-rn Reporter, page 386.—This case was brought before the supreme court of Texas n writ of error from the court of civil appeals of the State.

The supreme court rendered its decision April 26, 1897, and the following, noted from the opinion of said court, which was delivered by Chief Justice laines, shows the facts in the case and reasons for the decision:

"This suit was brought by the plaintiff in error (Alice Culpepper) for the benefit f herself and her minor children against defendant in error (The International and Great Northern Railroad Company) to recover damages for injuries resulting in the death of J. J. Culpepper, her husband and the father of the children. She recovered a judgment in the trial court, but upon appeal that judgment was reversed, and the cause remanded by the court of civil appeals. The latter court held that the trial judge should have instructed a verdict for the defendant. It was alleged in the petition for writ of error that the decision of the court of civil appeals practically settled the case, and, such appearing to be the fact, the writ was granted, and the cause is now before us for disposition.

"When the accident occurred, which resulted in the death of Culpepper, he was the engineer running a freight train of the defendant company, which was immediately followed by another train, known as the 'second section.' For the purpose of working on a hot box on the engine, he stopped it over a cattle guard in a deep cut, near a curve in the track, and, while so working under the engine, the train was struck by the rear section, and injuries thereby inflicted which resulted in his death. The ground upon which a recovery was sought was that the conductor of the front train was negligent in not putting out a brakeman to signal the rear section. The collision occurred on the 5th day of November, 1892, while the act of March 10, 1891, in relation to fellow-servants of railroad compa-nies, was in force. That act was repealed by that of May 4, 1893 (Laws, 1893, p. 121), but the court of civil appeals correctly held, as we think, that the repeal did not affect the question of liability in this case. They, however, held also that the evidence indisputably showed that under the rule established by the former statute the conductor and engineer were fellow-servants; and it was upon this ground that they determined that a verdict for the defendant should have been directed. In the latter ruling, we think they were in error.

"So much of the act of 1891 as applies to the question under consideration reads as follows:

"'SECTION 1. That all persons engaged in the service of any railway corpora-tion, foreign or domestic, doing business in this State, who are intrusted by such corporation with the authority of superintendence, control, or command of other persons in the employ or service of such corporation, or with the authority to

direct any other employee in the performance of any duty of such employee, to vice-principals of such corporation, and not fellow-servants with such employee.

"'SEC. 2. That all persons who are engaged in the common service of such railway corporations, and who, while so engaged, are working together at the same time and place to a common purpose, of same grade, neither of such persons being intrusted by such corporations with any superintendence or control over their fellow-servants, are fellow-servants with each other: *Provided*, That nothing herein contained shall be so construed as to make employees of such corporation, in the service of such corporation, fellow-servants with such other of such corporation engaged in any other department of service of such corporation. Employees who do not come within the provisions of this section shall not be considered fellow-servants.'

"The question shows that under the rules of the defendant company the conductor had general superintendence of the movements of the train and control of all the employees engaged in its operation; but it also tended to show that when the safety of the train became involved the engineer was no longer subject to the absolute control of the conductor, but was empowered to act upon his own judgment. The contention seems to be that whenever a risk became involved and the engineer saw proper to stop his train in order to avoid it, for the reason that he was not then subject to the control of the conductor, they became fellow-servants, and so remained as long as that state of affairs continued to exist. But as we have previously intimated, we are of the opinion that this position can not be maintained. Merely because, by reason of the engineer's superior technical knowledge and skill in operating the machinery, it was not deemed advisable to empower the conductor to direct the action of the engineer in certain contingencies, it does not follow that the latter was not under the general superintendence and control of the former. The exception emphasizes the rule. The first section of the act quoted, in defining who are to be deemed vice-principals, uses the language, 'intrusted * * * with the superintendence, control, or command over other persons,' etc. The second, in declaring who are to be considered fellow-servants, excepts those who are 'intrusted * * * with any superintendence, control, and command,' etc.; and, in our opinion, makes it manifest that the extent of the control is not to govern in determining the question.

"The mere fact that upon the happening of some contingency the engineer may act independently of the conductor does not, for the occasion, change the general relation of subordination existing between them. The conductor still has the general control, subject, for the time, to the engineer's power to act upon his own judgment during the emergency. As soon as the danger is obviated, the power of the conductor again comes into play. To hold that, because the conductor may temporarily be deprived of the power to control his subordinate, the rule of the statute is not to apply, would be, in our opinion, to confine its operation within limits which the legislature did not intend to prescribe. We conclude that the court of civil appeals was in error in holding that the trial court erred in its charge to the jury upon the question whether or not the conductor and engineer were fellow-servants."

[From B. L. No. 16, May, 1898.]

BALTIMORE AND OHIO SOUTHWESTERN RAILWAY COMPANY *v.* LITTLE, 48 Northeastern Reporter, page 862.—This action was brought in the circuit court of Pike County, Ind., by Mary F. Little, administratrix, to recover damages for the death of one John F. Little, a locomotive engineer in the employ of the above-named railway company. The death of Little was caused by a collision with a freight train which had been placed upon a siding where it was standing when the collision occurred. The head brakeman of the freight train had unlocked the switch to let his train go upon the siding and had then left the switch open, so that the train of which Little was engineer ran onto the same siding with the freight train instead of passing by on the main track, as was intended. It was upon the negligence of this head brakeman that the administratrix based her claim. The decision of the district court was in her favor, and the railway company appealed the case to the supreme court of the State, which rendered its decision December 17, 1897, and reversed the decision of the lower court.

The opinion of the supreme court, which was delivered by Judge Hackney, reads in part as follows:

"The limits of our inquiries have been narrowed somewhat by the following concessions of counsel for the appellee (Mary F. Little): 'At the very threshold of our argument we feel called upon to concede, which we do frankly, that our

Curred was the representative of the company, and his acts and negligence were e acts and negligence of the company. The United States circuit court of ontana, South Dakota, denied the motion for a new trial on September 24; 1895 9 Federal Reporter, page 936). The collision was due to the failure of the tele- aph operator to give proper notice, as directed, of a change of time-table, and e court decided that the duty of establishing a time-table, giving proper notice the same, and of any changes in the same is a duty of the master or principal hich he can not delegate to another without being responsible for his negligence; nd that the telegraph operator, though a fellow-servant, "must be considered as presenting the company in the duty assigned him of giving notice of the tem- orary change of the time-table or in transmitting the notice, intrusted to him to eliver to the conductor of train No. 5, of the change in the time-table. In doing his duty he was not a fellow-servant of those operating the road, but a per- onal representative of the company, for whose negligence the company was esponsible."

[From B. L. No. 7, November, 1896.]

TEXAS CENTRAL RAILWAY CO. *v.* FRAZIER, 34 Southwestern Reporter, page 364.—Suit was brought in the district court of Hamilton County, Tex., by Etta Frazier, widow of J. W. Frazier, for herself and minor child, Freddie Frazier, against the Texas Central Railway Company, to recover damages for the death of her husband. From a judgment in her favor the railway company appealed the case to the court of civil appeals of the State, which rendered its decision March 4, 1896, and affirmed the judgment of the lower court. The opinion of said court was delivered by Judge Key, and the following, containing a statement of the facts in the case, is quoted therefrom:

"On the 15th of April, 1893, a freight train was wrecked on appellant's road near the town of Aquilla, in Hill County, Tex., one result of which was the death of appellee's husband, J. W. Frazier, who was employed and serving as a brake- man on said train.

"That appellee was the wife of J. W. Frazier; that the minor, Freddie Frazier, was their only child; that the wreck occurred at the time and place alleged, and that J. W. Frazier was a brakeman on the train and received injuries in the wreck which caused his death in a few hours thereafter were clearly shown, and these facts are not disputed. But appellant's contention is that the testimony fails to show the alleged negligence of the engineer, and fails to show that said engineer, if negligent, was other than a fellow-servant of J. W. Frazier, for whose negligence appellant would not be responsible. It is also contended that the death of Frazier resulted from one of the ordinary risks of the service in which he was engaged, and, therefore, that appellant is not liable.

"As to the question of negligence on the part of the engineer, it may be that, if we were trying the case as jurors, we should reach a different conclusion, and return a different verdict; but, after a careful consideration of the statement of the facts, we can not say that the verdict is without evidence to support it. By the verdict under consideration, 12 men, presumably disinterested and honest, have decided that on the occasion in question the engineer did not exercise all the care that a person of ordinary prudence would have exercised; and that decision is not so clearly unsupported by testimony as to justify us in setting it aside. The act approved March 10, 1891, defining who are and who are not fellow-servants, declares 'that all persons engaged in the service of any railway corporations, foreign or domestic, doing business in this State, who are intrusted by such corporation with the authority of superintendence, control, or command of other persons in the employ or service of such corporation, or with the authority to direct any other employee, are vice-principals of such corporation, and not fellow-servants with such employee.' (Laws 22d Leg., p. 25.) The evidence in this case shows that Neal, the engineer, had authority from appellant to direct the deceased, who was head brakeman, to put on the brake, and that it was the duty of the deceased to obey such direction. This made the engineer a vice-principal under the statute above cited, and the doctrine of fellow-servants does not apply.

"As to the question of Frazier's assumption of risk, it is sufficient to say that, while it is true that he assumed the risks ordinarily incident to his employment as brakeman, such assumption would not shield appellant from injuries result- ing from its negligence; and, under the court's charge, the jury were not author- ized to find for the plaintiff unless they found that the engineer was guilty of negligence in the respect charged, and that he was appellant's vice-principal."

at the time he neglected to close it. This position is supported by the insistence that there is not, in railroading parlance, any such term as 'switch yard,' and that the lexicographers recognize no such term. In the statute the word 'yard' is employed in connection with and as descriptive of railway service, and, as said in Harley *v.* Railroad Co. (57 Fed., 144), 'the court may know, from its general knowledge of the methods and appliances of railroad companies, * * * the yard" consists of side tracks upon either side of the main track, and adjacent to some principal station or depot grounds, where cars are placed for deposit, and where arriving trains are separated and departing trains made up. It is the place where such switching is done as is essential to the proper placing of the cars either for deposit or for departure.' 'Railroad yard' and 'switch yard,' we have no doubt, are synonymous, and the latter term was used in the act under consideration as descriptive of the former. Accepting our construction of the third specification, there is no place for the contention of appellee's learned counsel that the temporary use of the switch by the brakeman placed him in 'charge' of it, within the meaning of the act. Judgment reversed."

[From B. L. No. 17, July, 1898.]

ST. LOUIS, IRON MOUNTAIN AND SOUTHERN RAILWAY CO. *v.* RICKMAN, 45 Southwestern Reporter, page 56.—This case was heard in the circuit court of Woodruff County, Ark., having been brought by S. R. Rickman against the above-named railway company to recover damages for injuries received while in its employ. Judgment was rendered for Rickman, and the company appealed the case to the supreme court of the State, which rendered its decision March 19, 1898, and affirmed the judgment of the lower court.

All the facts in the case are stated in the opinion of the supreme court, which was delivered by Chief Justice Bunn, and from which the following is quoted:

"Plaintiff was a section hand under the control of one McDougal as foreman. On the 28th of January, 1895, some time about or just after nightfall, it being a cold, snowy, and dark night, McDougal with plaintiff and 3 other section hands and a citizen, after quitting work for the day, left Russell station on a hand car to go to their station house at Bald Knob, a short distance south of Russell, on the railroad. While at Russell they could see the headlight of an engine at Bald Knob, and a train was due to pass up about that time. It was suggested by one of the hands that they had better wait until the coming train should pass, but the foreman said, 'No; that the engine whose light was then in view was standing at Bald Knob on a side track.' And so, boarding the hand car, they started for Bald Knob. It pretty soon became evident that the train from Bald Knob was approaching, and another of the hands suggested that they had better stop and take off the hand car at the next crossing, which they were about then to arrive at. The foreman said, 'No, we will go to the next crossing and then get off.' But, before they reached the next crossing, the coming train had approached so near that the foreman ordered them to slow up and get off and take the hand car off, or words to that effect. This was all done hurriedly. The foreman stood a little way from the hand car, directing the hands to take it off quick. One of them fell, and plaintiff took his place in the effort to lift the car off. At this juncture the approaching engine struck the hand car, knocking it off, and broke the leg of plaintiff, who did not let go of the car in time to save himself as the others did.

"Under recent statutes (Sand. & H. Dig., §§ 6248, 6249), a foreman of a section gang is not a fellow-servant of the men belonging to the gang under him, for the reason that they are under his control and direction in the performance of their duties. There is no doubt in this case but that the foreman, in operating the hand car and controlling its movements, was acting in a very imprudent and hazardous manner, and was guilty, therefore, of negligence. The plea that the plaintiff was guilty of contributory negligence—all the defense left—is not established by the evidence. What the defendant [plaintiff?] did was manifestly done in obedience to the order of the foreman to get the car off quick. Plaintiff had a right to presume that the foreman, who was in a situation to devote his whole attention to the approaching train and the efforts of his men to get the hand car off the track, could better determine than he what was best to be done under the circumstances. We do not think the danger was so apparently imminent but that he could reasonably rely upon the direction of the foreman. He did so, and was injured. He should not be charged with contributory negligence under the circumstances. The negligence of the foreman, acting for the company, did not consist so much in what he did at the place of the accident as in running the hand car into a situation in which nice chances must necessarily have to be taken in order to extricate himself and others from peril, and by which the injury occurred. The judgment is affirmed."

[From B. L. No. 19, November, 1898.]

LOUISVILLE, NEW ALBANY AND CHICAGO RAILWAY CO. *v.* HECK, 50 Northeastern Reporter, page 988.—This action was brought by Abraham V. Heck, administrator of one Aaron Heck, deceased, against the above-named railway company, to recover damages for injuries resulting in the death of said deceased, incurred while he was in the employ of said company. The evidence showed that Aaron Heck was the fireman of a pile driver carried about on one of the cars of a work train; that said train was run into by another, an extra freight, and he was so injured that he died, and that the cause of the accident was due to the negligence of a train dispatcher in sending orders to the trains and not complying with some of the rules of the company. After a trial in the circuit court of Carroll County, Ind., a judgment was rendered for the plaintiff and the defendant company appealed to the supreme court of the State, which rendered its decision June 17, 1898, and affirmed the judgment of the lower court.

The opinion of the supreme court was delivered by Judge McCabe, and the following, quoted therefrom, shows the most interesting part of the decision:

"The system of rules adopted by a master for the conduct of a complicated business, such as operating a railroad, and when brought to the knowledge of the employee, form a part of the contract of hiring, and become binding on both master and servant. The violation thereof, to the injury of the servant by the master, is as much an act of negligence as if the servant violates them. Here one of the appellant's own regulations wisely provided that 'when an order has been given to work between designated points, no other extra must be authorized to run over that part of the track without provision for passing the work train.' But an order was given by the appellant to the extra freight, in violation of this provision, to run over the working limits designated in the order to the work train, without any provision for passing the work train. But it may be insisted that the appellant did not know, at the time the order to the work train was given in the morning, that the necessity of sending out the extra freight in the afternoon would arise. If that be so, then another provision of appellant's regulations provided for such a contingency, as follows: 'When the movement of an extra train over the working limits can not be anticipated by these or other orders to the work train, an order must be given to such extra to protect itself against the work train in the following form: (*e*) Extra 76 will protect itself against work train extra 95 between Lyons and Paris.' But it is not claimed or pretended that this order was complied with. On the contrary, it clearly appears that both of these regulations were violated in sending out the extra freight. Another regulation applicable to the conditions shown to exist by the verdict requires that 'when an extra receives orders to run over working limits, it must be advised that the work train is within those limits by adding to example "*a*" the words: "(*g*) Engine 292 is working as an extra between Berne and Turin." A train receiving this order must run expecting to find the work train within the limits named.' This regulation was left totally uncomplied with, and was violated by the appellant in sending out the extra freight. These several violations of its own rules, established by appellant presumably for the security and safety of its employees, as well as the protection of its own property, was negligence on appellant's part, and was a proximate cause of, and without which, the collision and death resulting therefrom would not have occurred.

"The question still remains whether the negligent act of the train dispatcher in sending out the extra freight with a wrong order, and without a proper order, was the act of the superintendent. If the attempt here was to hold the superintendent personally liable for the negligence of the train dispatcher, we should have a very different question. But that is not the case. It is sought to hold the master liable, because by its rules it made the train dispatcher's act the act and order of its superintendent or vice-principal. By those rules it gave such act all the force, vigor, and effect, as to its employees, as if the train dispatcher's act was actually the act of its superintendent. Under such circumstances it would hardly seem consistent for the master to turn around after such act brings fatal consequences and say to the same employees that 'the acts of the train dispatcher were not in fact the acts of the superintendent, though my rules said they were.' But assuming, as appellant's learned counsel do, that the train dispatcher's acts were not those of the division superintendent, it does not follow, as they contend, that the negligence of the train dispatcher was the negligence of a fellow-servant with the decedent, thereby defeating a recovery. As was said in Railway Co. *v.* Snyder (140 Ind., at p. 653; 39 N. E., 914), 'Where the duty is one owing by the master, and he intrusts it to the performance of a servant or agent, the negligence of such servant or agent is the negligence of the master. As the master is charged

with the duty of providing safe and suitable appliances, if he intrusts such duty to an employee such employee becomes a vice-principal, and his negligence in such matter is the negligence of the master. The rule which absolves the master from liability on account of the negligence of a fellow-servant has no application.

"If there are any duties devolving upon a railroad employee, servant, or agent from the president down, more sacredly and imperatively due from employer to employees than others, we can think of none more imperative or more sacred than the duty to so order the running of trains in a complicated system of freight and passenger transportation both ways over a single-track railroad, as was the case here, with numerous extra trains, as that collisions between opposing trains entailing such fearful loss of life and limb and property, may be avoided. No duty that the company can owe to its servants can be higher or more imperative than this; and this was the duty and power that the appellant had delegated to its train dispatcher to do and perform in the name of its superintendent. Whether the failure to properly discharge this duty was the negligence of the train dispatcher or superintendent can make no difference, because in either case it was a duty the master owed, and hence the failure and neglect was the master's failure and neglect, to the injury of its servant.

"We are safe in saying that the overwhelming weight of judicial opinion is that a train dispatcher, charged with the duties and clothed with the powers that the one now in question was, is not a fellow-servant with trainmen in the employ of the railroad company, but is a vice-principal, for whose negligence the company is liable. And that being in harmony with principles of law long established in this court, we are of opinion that the train dispatcher in this case being charged with the performance of duties the master owed to its other servants—its trainmen—he was not a fellow-servant with them, but acted for and in the place of the appellant company, and was a vice-principal. The judgment is affirmed."

[From B. L. No. 25, November, 1899.]

LOUISVILLE, NEW ALBANY AND CHICAGO RAILWAY CO. *v.* WAGNER, 53 Northeastern Reporter, page 927.—Action was brought by George Wagner against the above-named railway company to recover damages for personal injuries. In the circuit court of Clark County, Ind., a judgment was rendered in his favor, and the defendant company appealed the case to the supreme court of the State, which rendered its decision May 23, 1899, and sustained the judgment of the lower court.

The facts in the case are clearly set out in the opinion of the supreme court, which was delivered by Judge Hadley, and the following is quoted therefrom:

"The special verdict of the jury discloses the following facts: Ine Cunningham was the duly constituted foreman of a gang of 10 or 12 men, common laborers, of whom the appellee was one, all, including Cunningham, employees of appellant, and engaged in loading car trucks—composed of 4 wheels, axles, and gearing, and weighing about 2,500 pounds—upon a flat car for transportation. By the method pursued, which was the usual and ordinary way, the trucks were placed upon the rails occupied by the flat car to be loaded, about 50 feet distant. The 2 wooden skids, 15 feet long and for and suitable to the purpose, were arranged by placing ends on top of the flat car and the other ends upon the rails toward the trucks. The 10 or 12 men, including appellee, were all subject to the orders of Cunningham, and were bound to conform and did conform to his orders. Ordinarily the men being placed about the truck—some to the sides and 3 to the rear, 2 outside and 1 between the skids—by their united effort, under the orders of Cunningham, would push the trucks along rapidly and, by the momentum attained, would be able to carry the truck halfway up the skids before stopping, and when a stop was made Cunningham, in addition to giving orders, would chock the trucks with a piece of timber. From the first stop to the top of the car movement was made by short stages. On the occasion of appellee's injury it had been raining and the skids were slightly wet. The men were directed to their places about the truck by Cunningham, appellee taking his place in the rear, between the skids, in conformity to Cunningham's order. The truck was put in motion and forced more than two-thirds of the way up the skids, where it stopped and began slipping back; whereupon, while appellee was exerting his strength in pushing at the truck, and without any notice of warning to appellee, Cunningham ordered the men to 'get out of the way and let her go.' The other men obeyed the order immediately, and the truck at once rushed back and down the skids, striking appellee in the breast, precipitating him backward to the track, his arm falling across the skid, where it was run over by the truck and crushed. Appellee had no warning or knowledge that said order would be given by Cunningham, and could not escape from between the skids or from the descending truck after it was given. The

ther men could have held the truck until appellee could have escaped from etween the skids if they had been requested or ordered by Cunningham so to do. ppellee and the said other men engaged with him in attempting to load said ruck were at the time and place of appellee's injury bound to conform and were onforming to the orders of Cunningham in all things respecting the loading and etting go of said truck. Appellee was without fault. Appellant's demurrer to he complaint was overruled; also its motion for venire de novo, for judgment in ts favor on the special verdict, and for a new trial. Error is assigned upon each uling of the court, but the special verdict fully supports the averments of the omplaint, and the only proposition discussed relates to the plaintiff's right to ecover under the averments of his complaint and the verdict returned in support hereof.

"The discussion centers around the second subdivision of section 1, page 294, cts 1893 (sec. 7083, Burns's Rev. Stat., 1894; sec. 5206s, Horner's Rev. Stat., 1897), ommonly known as the 'employers' liability act,' which is in these words: 'First. That every railroad or other corporation, except municipal, operating in this State, shall be liable in damages for personal injury suffered by an employee while in its service, the employee so injured being in the exercise of due care and diligence, in the following cases: * * * Second. Where such injury resulted from the negligence of any person in the service of such corporation, to whose orders or direction the injured employee at the time of the injury was bound to conform and did conform.'

"The question we have here is not to be controlled by the general doctrine of fellow-servants or of assumed risks; hence the case cited by appellant upon these questions can not be accepted as authorities in the case at bar. The statute above set out is clear and free from ambiguity. We can not interpret it. We may only read it. The statute places the case upon a principle different from that in support of the coservant's rule and the assumption of the risk. The test here is threefold: (1) Was the offending servant clothed by the employer with authority to give orders to the injured servant that the latter was bound to obey? (2) Did the injury result to the latter from the negligence of the former while conforming to an order of the former that the injured servant was at the time bound to obey? (3) Was the injured party at the time of injury in the exercise of due care and diligence? If these three things concur, appellee exhibits a good cause of action.

"These averments (of the complaint) are all established by the special findings of the jury. And the jury also finds that the other men might and would have held the truck long enough for the plaintiff to have safely escaped if they had been requested or ordered by Cunningham to do so.

"In this case the plaintiff was in a dangerous place in obedience to the orders of Cunningham, whom he was at the time bound to obey, and, without giving the plaintiff warning or a chance to escape, as he might have and ought to have done, Cunningham ordered the men to loose the truck. The men instantly obeyed, as they were bound to do, and thus precipitated the truck upon the plaintiff, crushing his arm. The order to loose the truck was the proximate cause of plaintiff's injury, and it was both directing the plaintiff into a dangerous situation, that he was thus bound to enter, and then ordering the truck turned loose upon him without warning, that constitutes the actionable wrong. The facts found bring this case within the spirit and letter of the statute. We find no error in the record. Judgment affirmed."

[From B. L. No. 27, March, 1900.]

GALVESTON, HOUSTON AND SAN ANTONIO RAILWAY COMPANY *v.* ROBINETT, 54 Southwestern Reporter, page 263.—Action was brought in the district court of Bexar County, Tex., by D. C. Robinett against the above-named railroad company to recover damages for injuries incurred by him while in the employ of said company as a brakeman. He was injured in a collision of the train he was working on with another, through the negligence either of the superintendent of the road in issuing orders to the trains or of those immediately in charge of the trains. Besides showing the above, the testimony also showed that the plaintiff, Robinett, was not guilty of any negligence proximately contributing to his injury.

A judgment was rendered in his favor and the defendant company appealed to the court of civil appeals of the State, which rendered its decision November 29, 1899, and affirmed the judgment of the lower court. Judge Neill, in delivering the opinion of the court, spoke in part as follows:

"But, apart from the question of orders, the undisputed evidence shows that a vice principal of plaintiff caused the collision. Robinett was the brakeman, having no control over the train, and knowing nothing about the orders which controlled it. The conductor had absolute control over him, and ordered the train

from the exercise of ordinary caution and prudence; it merely made the fact of knowledge of defects no longer a defense in itself, but merely a fact or circumstance for consideration among others in order to determine the presence or absence of contributory negligence.

[Abstract of report in B. L. No. 2, January, 1896.]

WILLIAM A. PERRY *v.* OLD COLONY RAILROAD COMPANY, 41 Northeastern Reporter, page 289.—Suit for damages for injuries received while making repair on a locomotive engine in a roundhouse. Suit was based upon the alleged negligence of the engineers claimed to have been in charge of the locomotive in blowing down the engine. The superior court of Suffolk County, Mass., gave Perry damages under chapter 270 of the acts of 1887 of Massachusetts, section 1 of which provides that where personal injury is caused to an employee who is himself in the exercise of due care and diligence at the time by reason of negligence of any person in the service of the employer who has the charge or control of any signal, switch, locomotive engine in train upon a railroad, the employee shall have the same right of compensation and remedies against the employer as if the employee had not been employee of nor in the service of the employer. The case was carried to the supreme judicial court of the State on exceptions taken by the railroad company and the exceptions were sustained by Judge Morton in a decision handed down September 14, 1895. The limitations of the Massachusetts statute are shown by this decision, which stated that an engine in a roundhouse was not upon a railroad track in the ordinary sense of that term and therefore the case was not within the purview of the statute.

[Abstract from report in B. L. No. 3, March, 1896.]

CHARLES MITCHELL *v.* NORTHERN PACIFIC RAILROAD COMPANY.—A suit to recover damages for injuries received in the performance of duty through the negligence of fellow-servants. United States circuit court, district of Minnesota, fifth division, decided, October 31, 1895, that under section 1, chapter 13, of the laws of 1887, of Minnesota, Mitchell was entitled to recover damages. Decision by Judge Nelson, reported in volume 70 of the Federal Reporter, page 15. The provisions of the statute of Minnesota, which modified the common-law rule, read as follows: "Every railroad corporation owning or operating a railroad in this State shall be liable for all damages sustained by any agent or servant by reason of the negligence of any other agent or servant thereof, without contributory negligence on his part, when sustained within this State." Mitchell was a car cleaner, injured in the performance of such duties inside a passenger coach on a side track. Another coach, in charge of a switch crew composed of Mitchell's fellow-servants, collided with the coach in which Mitchell was working, thus causing the injury. The Minnesota statute had already been construed to apply not to all railway employees, but only to those exposed to and injured by the dangers peculiar to the use and operation of railroads. (See Pearson *v.* Railroad Co., 49 N. W., 302; 47 Minn., 9, and cases cited.) Judge Nelson decided that Mitchell came within the terms of the Minnesota statute.

[From B. L. No. 7, November, 1896.]

CRISSWELL *v.* MONTANA CENT. RY. CO., 44 Pacific Reporter, page 525.—This case was originally brought in the district court of Cascade County, Mont., by Charles G. Crisswell against the railroad company to recover damages for injuries received while in the company's employ. A verdict was rendered for the plaintiff and the defendant appealed the case to the supreme court of the State, which rendered its decision November 25, 1895, and affirmed the judgment of the lower court. Said decision was reported in 42 Pacific Reporter, page 767, and was published in part on page 433 of Bulletin No. 4 of the Department of Labor, issued in May, 1896. Subsequently the supreme court granted a rehearing in the case upon the question as to what effect section 11 of article 15 of the State constitution had upon the statute (section 697 of the Compiled Statutes of 1887) on which the former decision of the case hinged. Section 697 of the Compiled Statutes of 1887 reads as follows:

"That in every case the liability of the corporation to a servant or employee acting under the orders of his superior shall be the same in case of injury sustained by default or wrongful act of his superior, or to an employer not appointed or controlled by him, as if such servant or employee were a passenger."

The material part of section 11 of article 15 of the constitution of the State is as follows:

nan must be deemed to have been fellow-servants within the meaning of the rule which exempts the railroad company, their common employer, from liability to one of them for injuries caused by the negligence of another. This conclusion is certainly sound unless we are constrained to hold otherwise by the decision in Chicago, M. and St. P. R. Co. *v.* Ross (112 U. S., 377; 28 L. Ed., 787; 5 Sup. Ct. Rep., 184), already referred to.

"In so far as the decision in the case of Ross is to be understood as laying it down, as a rule of law to govern in the trial of actions against railroad companies, that the conductor merely, from his position as such, is a vice principal, whose negligence is that of the company, it must be deemed to have been overruled, in effect if not in terms in the subsequent case of Baltimore and Ohio R. Co. *v.* Baugh (149 U. S., 368; 13 Sup. Ct. Rep., 914)."

At this point the court quoted quite largely from the opinion of the court in the Baugh case above, delivered by Mr. Justice Brown, and then continued as follows:

"Accordingly, the conclusion reached was that, although the party injured was a fireman, who was subject to the orders and control of the engineer, in the absence of any conductor, there was no liability on the company for negligence of the ad interim conductor.

"That this reasoning and conclusion were inconsistent with those in the Ross case is not only apparent on comparing them, but further appears in the dissenting opinion in the Baugh case of Mr. Justice Field, who was the author of the opinion in the case of Ross.

"To conclude, and not to subject ourselves to our own previous criticism of proceeding upon assumptions not founded on the evidence in the case, we shall content ourselves by saying that, upon the facts stated and certified to us by the judges of the circuit court of appeals, we can not, as a matter of law, based upon those facts and upon such common knowledge as we, as a court, can be supposed to possess, hold a conductor of a freight train to be a vice principal within any safe definition of that relation. Accordingly, we answer the first question put to us in the affirmative and the second question in the negative."

Mr. Justice Harlan delivered a dissenting opinion in language as follows:

"I concurred in the opinion and judgment of this court in Chicago, M. and St. P. R. Co. *v.* Ross (112 U. S., 377; 28 L. Ed., 787; 5 Sup. Ct. Rep., 184), and do not now perceive any sound reason why the principles announced in that case should not be sustained. In my judgment the conductor of a railroad train is the representative of the company in respect to its management; all the other employees on the train are his subordinates in matters involved in such management, and for injury received by any one of those subordinates during the management of the train, by reason of the negligence of the conductor, the railroad company should be held responsible. As the conductor commands the movements of the train, and has general control over the employees connected with its operation, the company represented by him ought to be held responsible for his negligence resulting in injury to other employees discharging their duties under his immediate orders. If in such case the conductor be not a vice principal, it is difficult to say who among the officers or agents of a corporation sued by one of its employees for personal injuries ought to be regarded as belonging to that class. Having these views, I am compelled to withhold my assent from the opinion and judgment in this case."

IV.—DECISIONS INTERPRETING SPECIFIED STATUTORY EXTENSION OF COMMON-LAW LIABILITY OR LIMITATION OF FELLOW-SERVANT RULE.

[Abstract from report in B. L. No. 3, March, 1896.]

BUCKNER *v.* RICHMOND AND DANVILLE RAILROAD COMPANY ET AL., 18 Southern Reporter, page 449.—The supreme court of Mississippi decided, May 27, 1895, that section 193 of article 7 of the constitution of Mississippi, which says that "knowledge, by any employee injured, of the defective or unsafe character or condition of any machinery, ways, or appliances shall be no defense to an action for injury caused thereby, except as to conductors or engineers in charge of dangerous or unsafe cars or engines voluntarily operated by them;" that the effect of this is not to destroy the defense of contributory negligence, but to merely abrogate the previously existing rule that knowledge by the employee of the defective or unsafe character of the machinery or appliances shall not of itself bar a recovery. The constitution did not have the effect to free employees of railroad companies

an affirmative imposition upon or securement to foreign companies of the rights or privileges expressly only accorded by the State laws to domestic companies. It also follows that by section 697 a greater burden was put upon appellant than was placed upon a foreign company of a similar character. The statute, therefore, being inconsistent with the constitution, was annulled by the adoption of the constitution."

[Abstract from report in B. L. No. 4, May, 1896.]

CRISWELL *v.* MONTANA CENTRAL RAILWAY COMPANY, 42 Pacific Reporter, page 767.—The supreme court of Montana decided November 25, 1895, that a conductor and engineer of a train are the superiors of a brakeman, and that the railroad company is liable for injuries sustained by a brakeman when caused by the negligence of a conductor. The statutes of Montana, under which this decision was rendered, in section 697, page 817, of the Montana Compiled Statutes of 1887, provide—

"'That in every case the liability of the corporation to a servant or employee acting under the orders of his superior shall be the same in case of injury sustained by default or wrongful act of his superior, or to an employee not appointed or controlled by him, as if such servant or employee were a passenger.'

"The same provision is found in the Montana Codes and Statutes, Sanders Edition, 1895, Civil Code, section 905."

It was contended by the defendant's counsel that the railway corporation, under the common law, had performed its whole duty to the plaintiff as its employee when it had used ordinary and reasonable care in providing (1) safe machinery, (2) furnishing a safe place to work, and (3) competent fellow-servants to prosecute the common employment; and that the statute in question does not increase or change the defendant's liability at common law; that it does not change the common law in relation to fellow-servants; that it does not establish the superior-servant doctrine and enlarge the common-law liability of the defendant in any respect, and was not so intended by the legislature.

Chief Justice Pemberton, in delivering the opinion of the supreme court, quoted at considerable length from the opinion of the United States circuit court for the northern district of Iowa, in the case of Ragsdale *v.* Railroad Company (42 Fed., 383), and from the opinion of the United States circuit court of appeals, eighth circuit, in the case of Railroad Company *v.* Mase (63 Fed., 114), in both of which cases the interpretatien of the statute in question was directly involved. In the course of the opinion in the Ragsdale case the court said, "Under this section the corporation is made liable to anyone of its employees who, without negligence on his part, is injured by the default or wrongful act of a superior, even though the latter has no control over the former;" and in the Mase case, "It goes without saying that the purpose of this statute was to extend the liability of railroad companies to their servants for the negligence of servants of a higher grade;" also, "The effect of the statute is to give a cause of action against the railroad company to every servant who is himself without fault, for the default or wrongful act of any superior servant, whether or not the latter appointed or exercised any control over the former before or at the time of the infliction of the injury."

After quoting from the cases above referred to, Chief Justice Pemberton said: "We think from the interpretation given to the statute in question by the above authorities that it can not be doubted that the common-law rule contended for by the defendant was modified and changed thereby, and that such was the intention of that legislation. And it is no less plain that this statute establishes the principle that there is a difference in the grade of the employees engaged in a common employment, and gives a right of action to a servant, injured through the negligence of a superior employee or servant, against a master, when such injured servant is without fault or negligence on his part. In view of the extent to which the common-law rule has been carried, the enactment of such legislation is not surprising, nor are we prepared to reprobate the wisdom of the policy of establishing a legislative rule that relaxes the rigor of the common-law rule in such cases."

[Abstract from report in B. L. No. 4, May, 1896.]

CARON *v.* BOSTON AND ALBANY RAILROAD COMPANY.—The superior court of Hampden County, Mass., gave judgment for damages for death caused by negligence of a fellow-servant in charge of a train shifting over the track where Caron was at work when killed. The supreme court of the State sustained exceptions taken to this decision by the railroad company, November 26, 1895 (42 Northeastern Reporter, page 112). The action arose under chapter 270 of the acts of 1887 of Massachusetts, section 1 of which provides that—

"Where, after the passage of this act, personal injury is caused to an employee who is himself in the exercise of due care and diligence at the time, (1) by reason of any defect in the condition of the ways, works, or machinery connected with or used in the business of the employer, which arose from or had not been discovered or remedied, owing to the negligence of the employer or of any person in the service of the employer and intrusted by him with the duty of seeing that the ways, works, or machinery were in proper condition, or * * * (3) by reason of the negligence of any person in the service of the employer who has the charge or control of any signal, switch, locomotive, engine, or train upon a railroad, the employee, or in case the injury results in death, the legal representative of such employee, shall have the same right of compensation and remedy against the employer as if the employee had not been an employee of nor in the service of the employer nor engaged in its work."

In this case death was caused by certain cars detached from an engine being shifted on a track where Caron was at work. The question arose as to whether these cars without a locomotive constituted a train, and also whether they were in charge of the brakeman who tried to stop them and was unsuccessful, or in charge and control of the conductor who was directing the shifting and was not guilty of negligence in his direction. A further question arose of whether this method of handling cars, without lights or signals or warning to persons on the track, was a careless one. The supreme court decided that the method adopted, even if it was a dangerous one, being the usual one, the plaintiff's intestate must be held to have taken the risk of it and that the train was in charge of the conductor ordering the switching, and there was no negligence on the part of a fellow-servant for which the State law gave relief.

[Abstract from report in B. L. No. 4, May, 1896.]

SMITH *v.* THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY.—The supreme court of Wisconsin decided, November 26, 1895, that under chapter 220 of the laws of 1893, of Wisconsin, a railroad company is not liable for injuries to one of its car repairers, caused by a switchman negligently running a train into the stationary car in which the repairer was at work. The decision claimed that statutes in derogation of the common law must be strictly construed, and that the statute in question intended to give exemption from the common law rule only in cases where one was employed in the performance of duty while operating, running, riding upon, or switching passenger, freight, or other trains, engines, or cars. The plaintiff, not being engaged in this branch of railway service when injured, was held not to be entitled to the benefits of the statutory liability.

[Abstract from report in B. L. No. 4, May, 1896.]

MIKKELSON *v.* WILLIAM H. TRUESDALE, RECEIVER MINNEAPOLIS AND ST. LOUIS RAILWAY COMPANY, 65 Northwestern Reporter, page 260.—Section 2701 of the General Statutes of 1891 of Minnesota, known as the "fellow-servant act," provides that—

"Every railroad corporation owning or operating a railroad in this State shall be liable for all damage sustained by an agent or servant thereof, by reason of the negligence of any other agent or servant thereof, without contributory negligence on his part, when sustained within this State, and no contract, rule, or regulation between such corporation and any agent or servant shall impair or diminish such liability."

The supreme court of Minnesota decided, December 9, 1895, that Mikkelson, a wiper in the defendant's roundhouse, injured while assisting in coaling an engine, by its being negligently moved, as he claimed, by a coemployee, was injured by reason of exposure to the hazards peculiar to the operation of railroads. The decision also stated that a receiver comes within the provisions of the fellow-servant act, although the word "receiver" was not used in the statute.

[From B. L. No. 5, July, 1896.]

LEIER *v.* MINNESOTA BELT LINE AND TRANSFER CO., 65 Northwestern Reporter, page 269.—In this case the allegations of the complaint of the plaintiff were to the effect that he had been employed in the defendant's stock yards, and that when a stock train arrived his duty was to step from a high platform up on top of the cars as they drew up opposite the platform and pull bundles of hay from the platform up on top of the cars; that the conductor of the train negligently ordered him to step from the platform up on the top of a passing car while it was

going at too great a speed to enable him to do so with safety, a fact which was unknown to him, and that, owing to the dangerous rate of speed of the car, he while stepping upon it, was thrown to the ground and his arm run over by the wheels of a car.

From an order by the district court of Hennepin County, Minn., overruling the defendant's demurrer to Leier's complaint, appeal was taken to the supreme court of the State, which tribunal, on December 18, 1895, sustained the action of the district court, and decided that according to the complaint the plaintiff was injured by reason of exposure to hazards peculiar to the operations of railroads, and that the case was within the purview of section 2701 of the General Statutes of 1894 of Minnesota, making railroad companies liable to their servants for injuries caused by the negligence of their fellow-servants.

The opinion of the supreme court was delivered by Judge Mitchell, who, after summarizing the allegations of the complaint, said:

"We think the fair construction of these allegations is: First, that it was usual and customary for defendant's servants to do this work under the directions of the conductor, and, hence, that in giving such instructions the conductor was acting within the scope of his duty. Second, that the conductor knew, or, in the exercise of ordinary care, ought to have known, that the car was moving too fast for the plaintiff to step upon it without exposing himself to great danger of personal injury. If this was so, then the conductor was guilty of negligence in giving the order. It does not appear—certainly not conclusively—from the allegations of the complaint that defendant (plaintiff) was guilty of negligence in obeying the order. It must be remembered that contributory negligence is a matter of defense, and that a plaintiff is not required to negative it in his complaint. In doing the work which he was doing, in getting upon a moving car, plaintiff was exposed to an element of hazard or condition of danger which is peculiar to railroad business, and, as this element of danger caused or contributed to his injury, the statute (Gen. St., 1894, sec. 2701) applies, and the railway company would be liable if the injury was caused by the negligence of a fellow-servant."

[From B. L. No. 5, July 1896.]

CULVER *v.* ALABAMA R. R. Co., 18 Southern Reporter, page 827.—Section 2590 of the Code of Alabama provides that "when a personal injury is received by a servant or employee in the service or business of the master or employer, the master or employer is liable to answer in damages to such servant or employee as if he were a stranger, and not engaged in such service or employment, in the cases following:

"5. When such injury is caused by reason of the negligence of any person in the service of the master or employer, who has the charge or control of any signal, points, locomotive, engine, switch, car, or train upon a railway, or of any part of the track of a railway."

Under the above provision suit was brought against the Alabama Midland Railway Company by Levin L. Culver, as administrator of Virgil Mowdy, deceased, to recover damages for injuries sustained by Mowdy, which resulted in his death, caused by the alleged negligence of an engineer in charge of a locomotive. Judgment was given by the circuit court of Dale County, Ala., for the railroad company; whereupon Culver appealed to the supreme court, which reversed the judgment of the circuit court and remanded the case, by decision rendered December 19, 1895.

In delivering the opinion of the supreme court, Judge Coleman said:

"The employer is liable for an injury inflicted upon an employee by the negligence of a coemployee when such negligence comes within the provisions of the employer's act (section 2590, Code of Alabama), and that without reference to the care and diligence used by the employer in the selection of his servants or employees. The employers' act in no wise relieves the employer from the duty of selecting with reasonable care his servant. The act imposes a further liability, and makes him responsible for injuries sustained by an employee in consequence of any neglect by the employer or his servants, specified in the act itself."

[From B. L. No. 8, January, 1897.]

BLOOMQUIST *v.* GREAT NORTHERN RY. Co., 67 Northwestern Reporter, page 804.—This was an action brought in the district court of Hennepin County, Minn., to recover damages for personal injuries suffered by the plaintiff while in the employment of the defendant, through the alleged negligence of a fellow servant. The plaintiff based his suit upon section 2701 of the General Statutes of 1894, which reads in part as follows:

"Every railroad corporation owning or operating a railroad in this State shall be liable for all damages sustained by any agent or servant thereof by reason of the negligence of any other agent or servant thereof, without contributory negligence on his part, when sustained within this State, * * * ."

The defendant demurred to the plaintiff's complaint, and the district court issued an order sustaining said demurrer. From said order the plaintiff appealed to the supreme court of the State, which rendered its decision June 8, 1896, and reversed the order of the lower court. From the opinion of the supreme court, delivered by Judge Mitchell, the following, containing a statement of the facts in the case, is quoted.

"The question presented by the demurrer to the complaint was whether the facts alleged brought the case within the operation of general laws, 1887, chapter 13 (Gen. St. 1894, § 2701), making railway companies liable to their servants for damages caused by the negligence of a fellow servant. The allegations of the complaint were that plaintiff was employed by the defendant as one of a crew of section hands who were engaged in repairing the defendant's track; that while he with the rest of the crew were engaged in the performance of their duties, it became necessary for them to take up from the main track a heavy iron rail, in order to remove the old ties and replace them with new ones, and for that purpose it became necessary to lift and carry the rail, * * * and in so doing it was necessary to use great and extraordinary haste, so as to accomplish the work of replacing the rail before the approach of a coming train; that while the rail was being thus moved and carried by the plaintiff and another section man, who were ordered by the section foreman to make haste, so that the track might be put in order so as to avert danger to a then approaching train, plaintiff's fellow-servant, who was engaged with him in carrying the rail, negligently and suddenly released his hold of the rail, and dropped the same, by reason whereof plaintiff suffered the injuries complained of.

"The language of the act is broad enough to include any injury sustained by any railway employee, in any capacity, through the negligence of any other employee of the railroad in the same or any other capacity.

"In order to sustain the law, we have, by judicial construction, limited its operation to those employees of railroads who are exposed to the peculiar dangers attending the operation of railroads, or what are, for brevity, called 'railroad dangers.' But, as the general language of the act has been thus limited for the sole purpose of sustaining its validity, we think it ought not to be limited further than is necessary for that purpose.

"We have held that the test is not whether the conditions are in some respects parallel to those to be found in some other kinds of business, or whether the appliances are, in some respects, similar to those used in some other kinds of business, but that if there is any substantial element of hazard or condition of danger which contributed to the injury, and which is peculiar to the railroad business, the statute applies.

"We think that under the allegations of the complaint it can be fairly said that the plaintiff's employment involved an element of hazard or condition of danger peculiar to the railroad business, and intimately connected with and growing out of the operation of the road, to wit, that he was engaged in repairing the track upon which trains were operated, and that, in view of that fact, the work had to be done with great and unusual haste, in order to avoid danger to trains that were or might be approaching. We therefore think that the complaint stated a cause of action, and that the demurrer ought to have been overruled. Order reversed."

[From B. L., No. 14, January, 1898.]

WRIGHT *v.* SOUTHERN RY. CO. ET AL., 80 Federal Reporter, page 260.—This action was brought in the United States circuit court for the western district of North Carolina by one Wright against the above-named railway company to recover damages for personal injuries incurred while in the employ of said company. The injuries he complained of were incurred some time prior to February 23, 1897, the date of the passage by the legislature of North Carolina of an act regarding the liability of railroad companies for injuries to their employees, which act reads as follows:

"SECTION 1. Any servant or employee of any railroad company operating in this State, who shall suffer injury to his person, or the personal representative of any such servant or employee who shall have suffered death in the course of his services or employment with said company by the negligence, carelessness, or incompetency of any other servant, employee, or agent of the company, or by any defect in the machinery, ways, or appliances of the company, shall be entitled to maintain an action against such company.

"SEC. 2. Any contract or agreement, expressed or implied, made by any employee of said company to waive the benefit of the aforesaid section shall be null and void.

"SEC. 3. This act shall be in force from and after its ratification."

The plaintiff, by his counsel, claimed that while his injury might have been caused by the negligence of a fellow-servant, which under the common law would have prevented him from recovering damages, yet this act changing the common law on that point should be construed to have a retroactive effect and should be held to apply and govern in his case. The United States circuit court rendered its decision April 30, 1897, and on this point it decided adversely to the plaintiff's contention.

In the opinion of said court, delivered by District Judge Dick, the following language was used in considering this point:

"The counsel of plaintiff, in their argument, called the attention of the court to the recent statute of this State changing and modifying the legal doctrines in regard to fellow-servants established in the Federal courts and some State courts by judicial decisions founded upon the general principles of the common law. They confidently insisted that, as such statute was manifestly remedial in its nature, and conformed in some degree to the law on the subject announced by the supreme court of this State, it should be construed to have a retroactive effect in this case, at least to the extent of carrying into application the principles of the common law as declared by the supreme court of the State as to the relations of fellow-servants.

"The statute may be expedient, just, and salutary in its objects and purposes, and it shows a manifest legislative intent to remedy what was regarded as existing evils arising from extra State judicial decisions; but, as the statute contains no express provision for retrospective operation, I must conclude to observe the general and sound rule for the construction of statutes, and give this State statute only prospective operation. I may well presume that, if the State legislature had intended to make this important statute retroactive, the purpose would have been clearly, directly, and positively expressed in the body of the statute. If the legislature, in express terms, had given this statute a retrospective operation, then questions of law as to its constitutionality would have been presented to the courts. I will not consider such questions further than to say that, in my opinion, a retrospective operation of the statute in this case would clearly and injuriously affect vested rights acquired by contract, and impose new liabilities which were not in existence and were not contemplated by the parties when they entered into the relation of master and servant for the operation of the railway. At the time this cause of action arose the nonresident corporation defendant was entitled by the laws of the United States to have its obligations, duties, and liabilities passed upon in a Federal court, and be determined by the principles of law declared and established by the Supreme Court of the United States."

[From B. L., No. 14, January, 1898.]

BOSTON AND MAINE R. R. Co. *v.* MCDUFFEY ET AL., 79 Federal Reporter, page 934.—Action was brought in the United States circuit court for the district of Vermont by the widow and children of James B. McDuffey against the above-named railroad company for damages for the death of said McDuffey, who, while on his engine as a locomotive engineer in the employ of said company, was killed by collision with another train at Capleton, in the Dominion of Canada. A judgment was rendered for the plaintiffs, and the defendant company brought the case on a writ of error before the United States circuit court of appeals, second district, which rendered its decision April 8, 1897, and reversed the judgment of the lower court.

The points upon which the decision was made are of no particular interest, but in the course of the opinion, delivered by Circuit Judge Lacombe, one interesting point was decided in favor of the plaintiffs. The following, quoted from the opinion, shows the facts in the case and the point above referred to:

"The defendant, a Massachusetts corporation, operated a continuous line of railroad from White River Junction, in Vermont, to Sherbrooke, in the Province of Quebec. McDuffey was a citizen of Vermont, resident at Lyndonville, in that State, where he entered into the employment of defendant, at first as fireman, afterwards as engineer. For about three years he drove the engine on a freight train between points wholly in the State of Vermont. In July, 1893, he was, at his own request, employed to drive an engine drawing a passenger train between White River Junction, Lyndonville, and Sherbrooke. It was while thus employed that he met his death, on March 12, 1894. It was contended that defendant had failed to supply reasonably safe appliances, in that a water tank on the tender was

insecurely fastened, but the jury, to whom special questions were submitted, found against the plaintiffs on that issue. The jury further found that two of McDuffey's fellow-servants, viz, Robinson, the conductor of his train, and Mower, the engineer of the colliding train, were negligent, and that such negligence caused the catastrophe.

"The civil code of Lower Canada (article 1056) provides as follows:

"'In all cases where the person injured by the commission of an offense, or a quasi offense, dies in consequence, without having obtained indemnity or satisfaction, his consort and his ascendant and descendant relations have a right, but only within a year after his death, to recover from the person who committed the offense, or quasi offense, * * * all damages occasioned by such death.'

"It is not disputed that Robinson and Mower were fellow-servants with McDuffey. Had this accident occurred in Vermont and McDuffey survived, the fact that the negligence which caused the collision was, as the jury has found, that of a fellow-servant, would have prevented recovery.

"The law of Canada was proved as a fact in the circuit court. Besides article 1056, already quoted, the following articles from the civil code were read:

"'ART. 1053. Every person capable of discerning right from wrong is responsible for the damage caused by his fault to another, whether by positive act, imprudence, neglect, or want of skill.

"'ART. 1054. He is responsible not only for the damage caused by his own fault, but also for that caused by the fault of persons under his control, and by things under his care. * * * Masters and employers are responsible for the damage caused by their servants and workmen in the performance of the work in which they are employed.'

"The expert called for plaintiffs testified without contradiction that, as construed by the Canadian courts, these articles applied to corporations, and that, where an accident causing injury to a servant was the result of the negligence of a fellow-servant, the employer would nevertheless be liable in damages to the injured person, and, in the event of his death within the time prescribed, to the persons to whom article 1056 gave the right of recovery (wife, children, etc.).

"It is contended by plaintiff in error, however, that the law of Vermont is to be applied here, and that since it appears from the special verdict that the efficient cause of the accident was the negligence of a fellow-servant, plaintiffs can not recover. In other words, does the law of Canada or the law of Vermont determine the question of liability for the consequence of this accident?

"This is not an action to recover upon a contract, but for damages resulting from a tort committed elsewhere than in the State where the action is brought. The right of action accrued where the tort was committed, and it is to enforce such right of action that suit is brought. It is sufficient to refer to Railroad Co. *v.* Babcock (154 U. S., 190, 14 Sup. Ct., 978), citing, with approval, Herrick *v.* Railroad Co. (31 Minn., 11, 16 N. W., 413), as authority for the proposition that 'in such cases the law of the place where the right was acquired or the liability was incurred will govern as to the right of action, while all that pertains merely to the remedy will be controlled by the law of the State where the action is brought. And we think the principle is the same whether the right of action be ex contractu or ex delicto.'

"The question whether or not an injured servant shall have a right of action for damages against a negligent master, when such master's negligence has been committed through the instrumentality of another servant, is one which deals with the right of action itself, not with the remedy. In our opinion it makes no difference that the contract by which the relation of master and servant was established was made in Vermont. Conceding that it is to be assumed that, under such contract of employment, McDuffey assumed the risks incident to the negligence of his fellow-servants on so much of his run as lay within that State, where such negligence gives no right of recovery for resulting injuries or death, it does not follow that he agreed thereby to assume like risks when running his engine in Canada, where the statutes gave a right of recovery therefor."

[From B. L. No. 12, September, 1897.]

CANON *v.* CHICAGO, MILWAUKEE AND ST. PAUL RY. CO., 70 Northwestern Reporter, page 755.—The plaintiff brought action against the above-named railroad company in the district court of Palo Alto County, Iowa, to recover damages for the death of her intestate, one Canon, caused, as alleged, by the negligence of said railroad company. Said Canon was a car inspector in the employ of the railroad company, and while between two cars inspecting the same he was killed as the result of other cars being kicked back upon the cars where he was employed, moving said cars 12 to 16 feet, throwing him down and running over him. After

the evidence had been heard in the district court the defendant company made a motion for a verdict in its favor, for the reason, among others, that the case did not come within the provisions of section 1307 of the Code of Iowa. The court sustained the motion, and a verdict was returned for the defendant, upon which judgment was entered. The plaintiff appealed the case to the supreme court of the State, which court rendered its decision April 10, 1897, holding that a car inspector required to go between and under cars is exposed to hazards peculiar to the operation of a railroad, within section 1307 of the Code, making railroad companies liable to their employees for the negligence of fellow-servants; and that recovery can be had for the death of an inspector killed by the negligent running of cars against the train under which he was working, and reversed the judgment of the district court.

The following is quoted from the opinion of the supreme court, which was delivered by Chief Justice Kinne:

"The controlling question in the case is whether the employment of plaintiff's intestate was such as to bring him within the provisions of Code, section 1307. That section provides that 'every corporation operating a railway shall be liable for all damages sustained by any person, including employees of such corporation, in consequence of the neglect of agents, or by any mismanagement of the engineers or other employees of the corporation, and in consequence of the willful wrongs, whether of commission or omission of such agents, engineers, or other employees, when such wrongs are in any manner connected with the use and operation of any railway, on or about which they shall be employed.' Counsel for appellee contend that, in view of the custom, as shown by the evidence in this case, the employment of plaintiff's intestate 'did not contemplate the hazards of moving cars or trains while he was engaged in the work of inspection,' and that, by permitting the cars to be taken from the train before he had finished inspecting the whole train, he thereby waived the safety which the custom and rules afforded, and thus placed himself within reach of hazards not contemplated by his employment, and therefore the protection of the statute is not available in his case. Stated in another way appellee's theory is that, under the custom of the company, cars were to be inspected when at rest and not moving, and, as his work was to be done under such conditions, he was not exposed to the dangers of moving cars.

"Clearly the duty of car inspector, which requires the employee to go under and between cars, exposes him to the hazards peculiar to the business of using and operating railroads. It matters not that it may be contemplated by the custom in force that cars shall remain absolutely at rest while such duty is being performed. He is, nevertheless, exposed to the perils and hazards which may result from a movement of the cars in violation of such custom. His injury in this case was caused by the operation of the road, by the movement of trains or cars thereon, and his work constantly exposed him to just such perils and dangers as are incident to the movement of cars. The claim that he, by permitting the yard master to take out the four cars, voluntarily went outside of his employment, and threw aside the protection that had been around him for his safety, is not well founded. The applicability of this section is not to be determined, as counsel seems to think, by the fact, if such it be, that the employment of Canon did not contemplate the hazards of moving trains or cars while he was engaged in his work. It is not a question of contemplation at all, but a question of whether in fact he was, while engaged in his work, exposed to the perils and hazards incident to the movement of cars or trains. That he was so exposed, no matter what the parties might have contemplated, is too plain to admit of argument. The court below erred in sustaining the motion to direct a verdict. Reversed."

[From B. L. No. 7, November, 1896.]

GULF, C. AND S. F. RY. CO. *v.* WARNER, 35 Southwestern Reporter, page 364.—This action was brought by Charles C. Warner against the Gulf, Colorado and Santa Fe Railway Company to recover damages for injuries received by the plaintiff while in the employ of said company. Judgment was given for the plaintiff in the lower court . . . , and the defendant appealed to the court of civil appeals of Texas, and said court certified the case to the supreme court of the State, which rendered its decision April 27, 1896.

The opinion of the supreme court was delivered by Judge Denman, and contains a statement of the facts in the case and a clear and definite interpretation of the fellow-servants act of 1893 (chap. 91, acts of 1893), which repealed the fellow-servants act of 1891 (chap. 24, acts of 1891), and upon which the result of this action hinged.

Said opinion, practically in full, reads as follows:

"The court of civil appeals has certified to this court a question and explanatory statement, as follows:

"'On the 7th day of October, 1893, appellee, an employee of appellant at that time, while engaged with his duties as switchman in the railroad yards of the appellant, in Cleburne, was injured by a car passing over and crushing his leg. The car that inflicted the injury was being pushed by a locomotive in charge of a switch engineer, who was an employee of appellant, and while switching was being done by a switch crew of which both appellee and the switch engineer were members. The switch crew consisted of a foreman, the engineer, the fireman, and switchmen. The foreman directed the switching, as it was his duty to do. The engineer had no authority or control over the switchmen. The switchmen were in the transportation department and the switch engineer in the mechanical department. The yard master employed and discharged the switchmen and the master mechanic employed and discharged the engineers. The duties of an engineer require skilled labor and the duties of a switchman do not.

"On motion: Was the switch engineer a fellow-servant of the switchman who was injured, under the provisions of the fellow-servants act of 1893?'

"The act referred to, as far as it affects the question certified, is as follows:

"'AN ACT to define who are fellow-servants and who are not fellow-servants, and to prohibit contracts between employer and employees, based upon contingency of the injury or death of the employees, limiting the liability of the employer for damages.

"'SECTION 1. *Be it enacted by the legislature of the State of Texas*, That all persons engaged in the service of any railroad corporation, foreign or domestic, doing business in this State, or in the service of a receiver, manager, or any person controlling or operating such corporation, who are intrusted by such corporation, receiver, or person in control thereof with the authority of superintendence, control, or command of other persons in the employment of such corporation, or receiver, manager, or person in control of such corporation, or with the authority to direct any other employee in the performance of the duty of such employee, are vice-principals of such corporation, receiver, manager, or person controlling the same, and are not fellow-servants of such employee.

"'SEC. 2. That all persons who are engaged in the common service of such railroad corporation, receiver, manager, or person in control thereof, and who, while so employed, are in the same grade of employment and are working together at the same time and place, and to a common purpose, neither of such persons being intrusted by such corporation, receiver, manager, or person in control thereof with any superintendence or control over their fellow-employees, or with the authority to direct any other employee in the performance of any duty of such employee, are fellow-servants with each other: *Provided*, That nothing herein contained shall be so construed as to make employees of such corporation, receiver, manager, or person in control thereof fellow-servants with other employees engaged in any other department or service of such corporation, receiver, manager, or person in control thereof. Employees who do not come within the provisions of this section shall not be considered fellow-servants.' (Gen. Laws, 1893, p. 120.)

"It will be observed that the caption of the act declares its purpose to be 'to define who are fellow-servants and who are not fellow-servants,' and that section 2 completely accomplishes such purpose by first defining who are fellow-servants, and then declaring that 'employees who do not come within the provisions of this section shall not be considered fellow-servants.' This section divides all employees into fellow-servants and nonfellow-servants, and gives the distinctive characteristics of the former, but not of the latter. The purpose of the statute was accomplished by limiting and definitely determining the employees who should thereafter be classed as fellow-servants, for whose negligence the employer should not be responsible to another fellow-servant; and it was unnecessary to deal further with such employees as did not come within this statutory definition of fellow-servants, for the employer would be responsible for their negligence whether they be termed agents, vice-principals, or otherwise.

"The distinctive characteristics prescribed by the statute as essential to be found concurring and common to two or more employees in order to constitute them fellow-servants are: First, they must be 'engaged in the common service.' As here used, 'service' means the thing or work being performed for the employer at the time of the accident, and out of which it grew, and 'common' means that which pertains equally to the employees sought to be held fellow-servants; and, therefore, 'common service' means the particular thing or work being performed

for the employer at the time of the accident, and out of which it grew, jointly by the employees sought to be held fellow-servants.

"The members of a crew running a train, though each be in the performance of different acts in reference thereto, are all 'engaged in the common service,' for they are jointly performing the thing or work of managing the train for the employer; but they would not be 'engaged in the common service' with the members of a crew running another train for the employer over the same road, for one crew would be jointly performing the thing or work of managing one train, while the other would be jointly performing the thing or work of managing the other train. We therefore conclude that the engineer and switchman were 'engaged in the common service.'

"Second. They must be 'in the same grade of employment.' 'Grade' means the rank of relative positions occupied by the employees while 'engaged in the common service.' This definition, however, gives us no certain means of determining whether given employees are in the same or different grades, for it furnishes no test by which their respective ranks or relative positions 'in the common service' can be ascertained. In the absence of a statutory test, the grade would have depended upon the test which might have been adopted by the courts, such as authority one over the other, order of promotion, skill in the service, compensation received, etc. We are of the opinion that the legislature anticipated and settled this difficulty in the construction of the word 'grade' by the use of the clause 'neither of such persons being intrusted * * * with any superintendence or control over their fellow-employees,' etc., as explanatory of what was meant by the clause 'in the same grade;' thus adopting the most natural test of grade in the construction of the statute, authority one over the other while 'engaged in the common service.' Probably the most serious difficulty in arriving at the conclusion that one clause was intended as merely explanatory of the other is the fact that the explanatory clause does not immediately follow the one it explains; but this objection is removed when we consider that in the original section, as enacted in 1891, the qualifying clause immediately follows the words 'same grade,' and was evidently intended to explain their meaning. Since the engineer had no authority or control over the switchman, and vice versa, while 'engaged in the common service,' we conclude that they were 'in the same grade of employment.'

"Third. They must be 'working together at the same time and place.' While 'at' indicates nearness in time and place, it does not demand an exact coincidence as to either, but only that it shall be sufficiently so to afford the employees a reasonable opportunity of observing the conduct of each other, with a view of guarding themselves against injury therefrom. We are of the opinion that the engineer and switchman were working together at the same time and place at the time of the accident.

"Fourth. They must be working 'to a common purpose.' By this is meant that the acts required of each in the performance of his duties at the time of the accident must be in the furtherance of 'the common service.' We are of the opinion that the engineer in managing the engine and the switchman in performing his duties, both having in view the switching of the cars, were working to a 'common purpose.' When these 4 distinguishing characteristics are found concurring and common to 2 or more employees they must be held fellow-servants under the statute; otherwise, not.

"It is urged that the proviso adds, as another distinguishing characteristic, that they must be in the same department. A proviso may be inserted for the purpose either of adding something to, or of insuring a certain construction of, the preceding language of the statute. This proviso bears upon its face unmistakable evidence of having been inserted for the latter purpose. It says: '*Provided*, Nothing herein contained shall be so construed as to make employees * * * fellow-servants with other employees engaged in any other department or service' . . . . and to complete the idea we may add the words 'than the common service' above specified. The words 'department or service,' as here used, merely means a subdivision of business, as running a train, clearing away a wreck, repairing a track, etc., and if employees are, at the time of the accident, engaged in the same subdivision of business, they are also 'engaged in the common service,' as we have hereinbefore construed that term. In other words, the proviso was merely intended to insure the strict construction above given by us to the words 'engaged in the common service.' In so far as section 1 of the act bears upon the question of 'who are fellow-servants and who are not fellow-servants,' we can not see that it adds anything to section 2. It merely selects a certain class of employees who are nonfellow-servants under the terms of section 2 and declares they are vice-principals. It results that we must answer the question certified in the affirmative."

[From B. L. No. 14, January, 1898.]

MISSOURI, KANSAS AND TEXAS RY. CO. *v.* HANNIG, 41 Southwestern Reporter, page 196.—Action was brought in the district court of Clay County, Tex., by William Hannig against the above-named railway company to recover damages for injuries received while in the employ of said company as a section hand. Hannig recovered a verdict and the railway company appealed the case to the court of civil appeals of the State, which rendered its decision May 12, 1897, and affirmed the judgment of the lower court.

The title of chapter 91, acts of 1893 (twenty-third legislature), page 120, reads as follows:

"An act to define who are fellow-servants and who are not fellow-servants, and to prohibit contracts between employer and employees based upon the contingency of the injury or death of the employees, limiting the liability of the employer for damages."

The first and second sections of the act define who are and who are not fellow-servants, and the third section reads as follows:

"SEC. 3. No contract made between the employer and employee, based upon the contingency of death or injury of the employee, limiting the liability of the employer under this act or fixing damages to be recovered, shall be valid and binding."

This case depended upon the above-mentioned act, and one of the assignments of error made by the railway company in its appeal was that the act should have been declared unconstitutional under the provisions of section 35 of Article III of the Constitution of Texas, which reads as follows:

"SEC. 35. No bill (except general appropriation bills, which may embrace the various subjects and accounts for and on account of which moneys are appropriated) shall contain more than one subject, which shall be expressed in its title. But if any subject shall be embraced in an act which shall not be expressed in the title, such act shall be void only as to so much thereof as shall not be so expressed."

The court of civil appeals in affirming the decision of the lower court overruled the point made as above and used the following language concerning it in its opinion, which was delivered by Chief Justice Tarlton:

"The act of the twenty-third legislature (p. 120), known as the 'fellow-servants act,' is not unconstitutional on the ground that it embraces more than one subject, both being expressed in the title. The prohibition referred to in the caption [title] and covered by the third section of the act does not constitute a different subject, but is merely auxiliary to the main purpose of the act authorizing a recovery by employees when injured by the master's negligence. In other words, the prohibition referred to in the title and in section 3 of the act is but one phase of the subject expressed in the title."

[From B. L. No. 16, May, 1898.]

KEATLEY *v.* ILLINOIS CENTRAL R. R. CO., 72 Northwestern Reporter, page 545.—This action was brought in the district court of Dubuque County, Iowa, by the administrator of Robert Keatley, deceased, to recover damages for his death from the railroad company above named. Robert Keatley was a member of a "stone gang" employed by the company in building a retaining wall near one end of an iron bridge which was being built at the same time by an "iron gang" employed by the company. Trains were allowed to run over this bridge, although not fully completed, and the foreman of the "iron gang" had control over the speed of the trains, and signaled them at what speed to go upon and over the bridge. At the time of the accident a freight train came upon the bridge, and the engine and ten cars passed over it. The next two cars were derailed, but passed over the bridge on the ties, and as they came opposite a derrick platform, where the deceased was engaged, one of them rolled off the trestle and, falling on said platform, killed the deceased. The bridge went down with the remainder of the train. If was alleged by the plaintiff that this accident was caused by the negligence of the foreman of the "iron gang" in allowing the train to go upon the bridge at too great a rate of speed. A judgment was rendered for the plaintiff, and the defendant company appealed the case to the supreme court of the State, which rendered its decision October 18, 1897, and affirmed the judgment of the lower court.

From the opinion of the court, which was delivered by Chief Justice Kinne, the following, showing the main points of the decision, is quoted:

"This is the second appeal in this case. The opinion in the former hearing will

be found in 63 N. W., 560. Much is said in argument by the appellant to the effect that this boy, Robert Keatley, and his stone gang and the iron gang were fellow-servants, and that, in the absence of the statute (sec. 1307 of the Code of 1873), there could be no liability under the established facts. It is then insisted that the facts do not bring the case within the provisions of the statute. Appellant's contention is that the negligence of the foreman of the iron gang was not the negligence of one engaged in the operation of the road, within the meaning of the statute, and that decedent was not injured by reason of the negligent operation of the road. On the former appeal this language was used in the opinion: 'Applying the facts attending the employment of the deceased to the statute, we think that if he was not out of the line of his duty in standing on the derrick platform, and the employees of the defendant negligently ran the train at a dangerous rate of speed, upon an unfinished and insecure and unsafe bridge, by reason of which the cars left the track and caused the death of the deceased, he was within the statute, and a right of action accrued.' Counsel now insists that plaintiff can not recover unless it appears that the injury complained of was caused by or through the negligence of the employees who were running or operating the train, and, as the trial court instructed the jury that said employees were not negligent, there can be no recovery under the statute. The language of the former opinion is to be construed with reference to what was said before the court and the issues as then made. It was then said that no charge of negligence on the part of employees for failing to put out a flag or other sign to stop the train was made in the petition. The case is now before us on allegations of negligence not made before: and, in view of this situation, there is nothing in the former opinion justifying the claim counsel now makes for it as applicable to the facts now before us. The statute of 1873 (Code, sec. 1307) is as follows: 'Every corporation operating a railway shall be liable for all damages sustained by any person, including employees of such corporation, in consequence of the neglect of agents, or by any mismanagement of the engineers or other employees of the corporation, and in consequence of the willful wrongs, whether of commission or omission, of such agents, engineers, or other employees, when such wrongs are in any manner connected with the use and operation of any railway on or about which they shall be employed, and no contract which restricts such liability shall be legal or binding."

"On the former appeal we held that the employment of the decedent placed him within the protection of this statute. (Keatley *v.* Railroad Co., supra.) Upon the record now before us, the facts touching his employment are the same as they appeared upon the former trial. We discover no reason for not adhering to our former holding in that respect.

"In determining whether the accident resulted from the negligent operation of the train, it is not necessary, as counsel argue, that such negligence must be the act or failure to act of employees who are actually on the train. A train may be controlled by those upon it, or it may be controlled by one not on it, by signals given to those operating the train. It can make no difference, as to the right of recovery, whether the negligence, if any, which resulted in causing the accident was the act or failure to act of one of the trainmen, or of some other man in the defendant's employ, and who was charged with the duty of controlling the movements of the train by flag signal or otherwise. The foreman of the iron gang had control over the speed of trains across this bridge, and if he failed to signal the engineer of the train, and as a result it moved across the bridge at a dangerous rate of speed, thereby killing the decedent, the negligence was that of one charged with responsibility with respect to the movement of the train. Suppose this foreman of the iron gang had signaled the engineer to go slow across the bridge, and the engineer disobeyed the signal, would anyone question the liability of the company if such disobedience resulted in Keatley's death? Surely not. There can be no doubt, then, of liability when another employee (foreman of the iron gang), who is charged with a duty with reference to the moving train, fails to perform it, and as a result a man is killed. (Pierce *v.* Railway Co., 73 Iowa, 140; 34 N. W., 783; Doyle *v.* Railway Co., 77 Iowa, 608; 42 N. W., 555.) Counsel is in error when he says: 'In the case at bar there was no negligence in the operation of the railroad by any one engaged in its operation.' The foreman of the iron gang, while not an operative upon the train, engaged in the physical labor of controlling its movements, was at the bridge, furnished with a slow flag, charged with the control of the operation of the train over that uncompleted structure, and to that extent it was his duty to control the operation of the train, by giving the proper signal to slow up the train in case the condition of the bridge required it. If he neglected that duty, he neglected a duty touching the operation of the road, because, so far as the duty enjoined upon him to signal the train was concerned, he was as much engaged in operating the road, within the meaning of the statute, as the engineer on the train."

[From B. L. No. 12, September, 1897.]

EAN *v.* CHICAGO, MILWAUKEE AND ST. PAUL RY. CO., 69 Northwestern Reporter, page 997.—Suit was brought in the superior court of Milwaukee County, Wis., by Alice Ean, executrix of George Ean, deceased, against the railway company above named, to recover damages for the death of the said George Ean, alleged to have been caused by the negligence of the employees of said company while he was in its employ. The plaintiff's complaint stated in substance that when the accident occurred the deceased was at work in the company's freight house as a freight handler. He was ordered to help move a car, and went between the cars, uncoupled the one to be moved, and, with the aid of one of his associates, commenced pushing it to its destination, when, without any warning of any kind, an engine with cars attached came along and struck the string of cars from which he had just uncoupled the car to be pushed away and forced said cars upon and over him, crushing his arm and leg and side, causing injury from which he died 5 days thereafter. The defendant company demurred to the complaint, alleging that the facts above stated did not constitute a cause of action, and the superior court sustained said demurrer, dismissed the complaint, and entered judgment for the defendant. The plaintiff then appealed the case to the supreme court of the State, which rendered its decision January 12, 1897, and affirmed the decision of the lower court. Said decision was made, however, upon a technicality, based upon the form of the plaintiff's complaint, and in the course of the same the supreme court decided that two particular statutes, the applicability of which to the case was denied by the superior court, did apply.

Chapter 220, acts of 1893, one of the statutes above referred to, in so far as it applies to this case, is quoted below:

"SECTION 1. Every railroad or railway company operating any railroad or railway the line of which shall be in whole or in part within this State shall be liable for all damages sustained within this State by any employee of such company, without contributory negligence on his part; * * * second, or while any such employee is so engaged in operating, running, riding upon, or switching passenger or freight or other trains, engines, or cars, and while engaged in the performance or his duty as such employee, and which such injury shall have been caused by the carelessness or negligence of any other employee, officer, or agent of such company in the discharge of, or for failure to discharge, his duties as such."

The opinion of the supreme court was delivered by Judge Marshall, and in the part of the same which is given below, the other statute, above referred to, is quoted. The following is quoted from said opinion:

"It does not appear upon what ground the learned judge of the superior court sustained the demurrer, but from the briefs of counsel we assume that his decision was based upon the ground, among others, that the deceased was not an employee entitled to the benefits of chapter 220, laws of 1893. That act received consideration in Smith *v.* Railway Co., 91 Wis., 503; 65 N. W., 183 (see Bulletin of the Department of Labor, No. 4, p. 436), and no reason appears to change in any way the conclusion there reached. It was there said, in effect, in regard to that part of the act applicable to this question, that 'the legislative idea plainly was to give a right of action to employees engaged in operating and moving trains, engines, and cars while actually so engaged, and the words used to express such idea are too plain to leave room for resort to the rules for judicial construction to determine their meaning.' The test in any case is, Was the person injured employed in one of the branches of the railway service covered by the act at the time of the injury? If so, he is entitled to its benefits, whether such service was the principal kind of work to be performed by him under his contract of employment or a mere incident to his general duties. As in a case where an employee is injured by the negligence of another whose general employment is that of a vice-principal, and such other is temporarily doing the work of an employee, the right of the injured party is governed by the nature of the service in which such other is engaged at the time of such injury; so here, whether the deceased, had he lived, would have been entitled to the benefits of the act in question depends wholly upon whether he was doing the kind of service specified in the act at the time of the injury. If he was, whether such service required him to assist in running the car a distance of three car lengths or a greater distance, or whether by the power of a locomotive or by some other means, makes no difference. While actually engaged in moving the car he was within the extraordinary perils which the act was designed to protect employees against. The conclusion of the trial court to the contrary can not be sustained.

"It was further held that even if the deceased would have been entitled to recover of the defendant had he lived, section 4255, Revised Statutes, has no application to such a case; hence no cause of action is stated in the complaint in favor of

the plaintiff. Clearly the right of action in favor of the deceased was lost by his death, and as there is no statute giving a right of action to the personal representatives, except section 4255, Revised Statutes, unless that applies the complaint is fatally defective. Such section is as follows: 'Whenever the death of a person shall be caused by a wrongful act, neglect, or default, and the act, neglect or default is such as would, if death had not ensued, have entitled the party injured to maintain an action and recover damages in respect thereof, then and in every such case the person who, or the corporation which, would have been liable if death had not ensued shall be liable to an action for damages, notwithstanding the death of the person injured,' etc. It will be observed that the statute says that 'in every such case the person who, or the corporation which, would have been liable if death had not ensued shall be liable to an action for damages, notwithstanding the death of the person injured.' To be sure, the rule of strict construction should apply, as the act is in derogation of common law, if the language is open to construction; but in our judgment it is not. There is nothing either in the terms or the spirit of the act from which the court can say the legislative idea was to confine its effect to right of action in favor of injured persons as the law existed on the subject at the time section 4255 was passed. On the contrary, it is too plain to be open to serious discussion that the legislative intent was to give a right of action to the personal representatives of a deceased person in all cases where such person would be entitled to recover damages for his injury if death had not ensued. While it is the duty of the courts to resolve reasonable doubts in favor of the restrictive effect of an act that is in derogation of the common law, it would be going beyond judicial functions to put restrictive words into a law by judicial construction. We hold that section 4255 applies to this case, and that the ruling of the trial court to the contrary can not be sustained."

[From B. L. No. 13, November, 1897.]

ANDREWS *v.* CHICAGO, MILWAUKEE AND ST. PAUL RY. CO., 71 Northwestern Reporter, page 372.—This action was brought in the circuit court of Iowa County, Wis., under chapter 220, laws of 1893, by James Andrews, an employee of the above-named railroad company, to recover damages for an injury sustained by him, while in the line of his duty, in consequence of the alleged negligence of the foreman of the day switching crew, one Roach, by reason of which the plaintiff's left hand was crushed and it became necessary to amputate his arm above the wrist. The complaint charged, as the cause of the injury, negligence on the part of the plaintiff's fellow-servants, and in particular of Roach, for failing to follow the rules and custom governing switching in the yard, and that such negligence was the proximate cause of the plaintiff's injury, and asserted that the plaintiff was free from contributory negligence. Judgment was rendered for the plaintiff, and the railroad company appealed the case to the supreme court of the State, which rendered its decision May 21, 1897, and reversed the judgment of the lower court.

Chapter 220, Laws of 1893, above referred to, in so far as it relates to this decision, reads as follows:

"SECTION 1. Every railroad or railway company operating any railroad or railway the line of which shall be in whole or in part within this State shall be liable for all damages sustained within this State by any employee of such company without contributory negligence on his part; * * * and which injury shall have been caused by the carelessness or negligence of any other employee, officer, or agent of such company in the discharge of, or for failure to discharge, his duties as such."

The defendant had asked that the following questions be severally submitted to the jury as a part of the special verdict, but they were rejected, namely: (5) "Ought a man of ordinary intelligence and prudence, engaged in the business then followed by said Roach, to have reasonably expected, under the attending circumstances, that such violations of said custom at the time and place in question would result in a bodily injury of some kind to the plaintiff?" (7) "At the time the plaintiff was injured had it, for a great many years, been the uniform custom of all helpers in switching crews in the defendant's yard at Madison, who have gone between cars to couple them, to come out again immediately, if they failed to make the coupling the first time, and look for coming cars?"

The opinion of the supreme court was delivered by Judge Pinney, and the following is quoted therefrom:

"The question presented by the special verdict is whether it is fairly and substantially found by it that the negligence of Roach, the foreman of the switching crew, imputable to the defendant, was the proximate cause of the plaintiff's injury. Unless this appears from the verdict no judgment could be given on it, and a new

al would become necessary. It is found 'that the plaintiff's hand was crushed * * by reason of, and as the direct consequence of, the negligence of Roach;' that o say, that the plaintiff's injury was the natural consequence of the negligence of ach, the foreman, and without the intervention of any independent agency or ise for which the defendant was not responsible. Was it necessary that it ould also appear from the verdict not only that the plaintiff's injury was the ect but the probable result as well of the defendant's negligence? The real st of the defendant's liability for the plaintiff's injury is whether the negligence of foreman was the proximate cause of the accident. 'The negligence is not the oximate cause of the accident unless, under all circumstances, the accident ight have been reasonably foreseen by a man of ordinary intelligence and udence. It is not enough to prove that the accident was the natural conse- ience of the negligence. It must also have been the probable consequence.' Block v. Railway Co., 89 Wis., 378; 61 N. W., 1101.) This subject underwent a reful consideration in Atkinson v. Transportation Co. (60 Wis., 141, 150–155; 18 . W., 764.) It was there held 'that generally, in order to warrant a finding that egligence, or an act not amounting to wanton wrong, is the proximate cause of ie injury, it must appear that the injury was the natural and probable conse- nence of the negligence or wrongful act, and that it ought to have been foreseen i the light of the attending circumstances.'"

Here the court quotes to practically the same effect as the above from other ases, and then continues as follows:

"These remarks are strictly applicable to the present case, and show that the fifth uestion the defendant asked to have submitted to the jury was improperly efused.

"The evidence of six of the defendant's witnesses was such as to properly equire the defendant's seventh question to be submitted to the jury. It related ntirely to the custom and duty of helpers, and had a material bearing upon the uestion whether the plaintiff, in the course he pursued in remaining between he cars, endeavoring a second time to couple them on turning the link when they were coming together again, was guilty of negligence which materially contrib- ited to his injury. We think the defendant was entitled to an answer to this uestion, and that it was error to refuse to submit it.

"There is nothing in chapter 220, Laws, 1893, which to our minds indicates that it was intended to exclude from a case within its provisions all question as to the assumption of the risks or perils naturally and usually incident to the plaintiff's employment as a railway operative. It was not the design of the act to make the railroad company an insurer against injuries thus received by the plaintiff. There is no question in the case as to the assumption by the plaintiff of any unusual or extraordinary risk.

"The contention that under chapter 220, Laws of 1893, contributory negligence on the part of the plaintiff was required to be pleaded as a defense, is not maintainable. The defense of contributory negligence arises out of the facts and circumstances of the alleged injury. Before the statute it was not necessary that it should be pleaded. It was not within the plan or purpose of the statute to make any change in the law of pleading. The statute relates only to questions of liability. The defense of contributory negligence would be sustained to an action under this statute had it been silent on the subject. The mere fact that the words 'without contributory negligence on his part' are in the act, when the courts would have supplied them if omitted, can not operate either to change the rule of pleading or evidence. The judgment of the circuit court is reversed, and the cause is remanded for further proceedings according to law."

[From B. L. No. 18, September, 1898.]

PITTSBURG, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO. *v.* MONTGOMERY, 49 Northeastern Reporter, page 582.—Action was brought in the circuit court of Cass County, Ind., by William J. Montgomery against the above-named railroad company to recover damages for personal injuries due to the negligence of said company and sustained by him while in its employ. A judgment was rendered for Montgomery, and the defendant company appealed the case to the supreme court of the State, which rendered its decision February 19, 1898, and affirmed the judgment of the lower court.

The opinion of the supreme court was delivered by Judge McCabe, and the facts in the case and the reasons for the decision are sufficiently shown in the following quotation therefrom:

"The only objection urged to the complaint is that it shows that the plaintiff [Montgomery] was a freight brakeman in the defendant's [above-named railroad company] service on its railroad, and that it was the negligence of the engineer

of the train on which he was serving that caused his injury, and that, under the fellow-servant rule, there was no liability. The injury occurred on July 1, after the act approved March 4, 1893, took effect, touching the liability of railroads, commonly called the 'Employers' liability act.' Acts 1893, p 294; Rev. 1894, §§ 7083–7087 (Horner's Rev. St., 1897, §§ 5206–5206v).

"Appellant's [above-named railroad company] learned counsel contend that it is settled law that the employer is not liable to an employee for injuries caused by the negligence of a coemployee in the same general service, unless the employer is guilty of some negligence in employing the servant with knowledge of his negligent habits or incompetency, or retained him after knowledge of such negligence or lack of skill. There is no showing of any such negligence on the part of the appellant, as employer, in the complaint. Appellee [Montgomery] concedes that to be the common-law rule, and that it prevailed in this State prior to the enactment above mentioned. Indeed, it is conceded by the appellee that his complaint depends upon that act for its sufficiency in its facts to constitute a cause of action, and is founded thereon.

"It is first contended by the appellant that the act does not change the common-law rule, and it would seem to follow, if that is true, that the complaint is clearly bad. The first section provides: 'That every railroad or other corporation, except municipal, operating in this State, shall be liable in damages for personal injury suffered by any employee while in its service, the employee so injured being in the exercise of due care and diligence, in the following cases.' Then follow four subdivisions, specifying the cases in which liability is to attach, the fourth of which, and the one on which this action is founded, reads thus: 'Where such injury was caused by the negligence of any person in the service of such corporation who has charge of any signal, telegraph office, switch yard, shop, roundhouse, locomotive engine, or train upon a railway, or where such injury was caused by the negligence of any person, coemployee, or fellow-servant engaged in the same common service in any of the several departments of the service of any such corporation, the said person, coemployee, or fellow-servant, at the time acting in the place and performing the duty of the corporation in that behalf, and the person so injured, obeying or conforming to the order of some superior at the time of such injury, having authority to direct; but nothing herein shall be construed to abridge the liability of the corporation under existing laws.' Appellant's learned counsel say: 'The complaint lacks two allegations to make it good under this provision, (1) That the engineer at the time was acting in the place and performing the duty of the corporation in that behalf; and (2) that appellee was obeying or conforming to the order of some superior at the time of such injury, having authority to direct. It was not alleged that the engineer was acting in the place or performing the duty of the master, or that appellee was acting in obedience to a superior,' etc.

"This language, together with other parts of appellant's brief, indicates that appellant's learned counsel construe the language of the statute above quoted as conveying the meaning that the right to recover against an employer for the negligence of a coemployee or fellow-servant rests upon the condition that such negligent coemployee was at the time acting in the place and performing the duty that the master or employer owed to his or its servants or employees generally, and yet they do not say so in so many words. The majority of the court are of the opinion that the decision of that question is not necessary to the decision of this case. They hold that the only part of the fourth subdivision of said section which is necessary to be considered in determining the sufficiency of the complaint is the following: 'Where such injury was caused by the negligence of any person in the service of such corporation who has charge of any * * * locomotive engine upon a railway, * * * and the person so injured obeying or conforming to the order of some superior at the time of such injury having authority to direct;' and that hence it was not necessary that the complaint should state that the alleged negligent engineer, at the time he committed the alleged negligent injury, as provided in such concluding clause, was acting in the place and performing the duty of the corporation in that behalf, while the writer hereof is of the opinion that the whole of the fourth subdivision must stand together, and that the words quoted from the concluding clause qualify the liability created in the first clause or clauses. But the duty of the corporation therein mentioned, in the opinion of the writer, means, not the duty it owes to its servants, but the duty it owes to the public in carrying on its business; and the words, 'acting in the place of such corporation,' with the other words quoted, were used to convey the idea that, in order that the liability mentioned should exist, the negligent person, coemployee, or fellow-servant must be acting as such employee, in the line of his duty, at the time of his negligence. The writer is of opinion that the complaint is good under

his construction; and the holding of the court is that, in order to make the complaint good under the first part of the subdivision quoted, as to the point in question, it is only required that it state that the engineer, while in the service of appellant, in charge of a locomotive engine, negligently injured the appellee, both being at the time acting in the line of duty as employees of the appellant. That being so, the averments of the complaint, showing, as they do, that at Hartford City, Ind., the freight train upon which appellee was brakeman stopped to switch out loaded cars; that the conductor of said train, acting in the service of appellant, the authority and position of said conductor making it appellee's duty to obey his orders in respect to said train and switching, ordered appellee to go between said cars to make couplings, and while so engaged the engineer in charge of said train, also in appellant's service and in the line of his duty, without signal, carelessly, negligently, and recklessly reversed said engine and applied full steam, whereupon said cars were driven and jammed together with terrific force without notice to appellee, whereby appellee's entire right hand was caught between the bumpers and mashed off without any fault on his part, make the complaint sufficient, under the statute, as to the objection thereto urged.

"The next contention against the sufficiency of the complaint is that the act is unconstitutional, that being confessedly the foundation of the action. It is first contended that it violates section 19 of article 4 of the State constitution, which provides that 'every act shall embrace but one subject and matters properly connected therewith, which subject shall be expressed in the title.' It is contended that the subject is not expressed in the title, in that the title is 'An act regulating liability of railroads and other corporations except municipal,' while the provisions of the act itself are, as claimed by appellant, to create a liability which up to that time had no existence. The precise question here involved was decided adversely to appellant's contention on a statute similar to our own, under a constitution an exact copy of our own in this respect, in McAnnich *v.* Railroad Co. (20 Iowa, 338). We feel content to follow that case without extending this opinion by repeating its reasoning, and accordingly hold that the subject is sufficiently expressed in the title.

"It is next contended that the act violates section 23 of article 1 of the constitution, providing that 'the general assembly shall not grant to any citizen or class of citizens privileges or immunities which upon the same terms shall not equally belong to all citizens.' Railroad corporations are persons and citizens within the meaning of this provision of our bill of rights and the equality clause of the fourteenth amendment to the Constitution of the United States. The inequality complained of is that corporations, except municipal, are made liable for damages caused to one of their servants by the negligence of a coemployee or fellow-servant without any negligence on the part of the employer, while other employers are left free from such liability to their employees. Appellant also contends that the act violates the equality clause of the fourteenth amendment of the Constitution of the United States, demanding for every person the equal protection of the laws. The same provision, quoted from the bill of rights in the constitution of this State, is found word for word in the bill of rights of the constitution of Iowa. The supreme court of that State, in upholding the employers' liability act of that State, held that the provision mentioned in the bill of rights in the constitution of that State was in effect the same as the equality clause of the fourteenth amendment to the Federal Constitution, and that the employers' liability act did not violate either constitution in respect of equality of laws or equality of rights, secured by each of said provisions, in Bucklew *v.* Railway Co. (64 Iowa, 611, 21 N. W., 103). That decision rests largely on two decisions made upon the subject of the constitutionality of the employers' liability act of Kansas and that of Iowa in the Supreme Court of the United States. Mackey had recovered a judgment for $12,000 damages, against the Missouri Pacific Railway Company, for injuries caused by a coemployee of that company, which, on appeal, was affirmed by the supreme court of Kansas. From that judgment the company appealed to the Supreme Court of the United States, on the ground that the Kansas statute violated the fourteenth amendment to the Constitution of the United States. But that court affirmed the judgment, holding that the act in no way infringed that amendment. (Railroad Co. *v.* Mackey, 127 U. S., 205, 8 Sup. Ct., 1161.) Mr. Justice Field, speaking for the court, there said: '* * * The company calls the attention of the court to the rule of law exempting from liability an employer for injuries to employees caused by the negligence or incompetency of a fellow-servant, which prevailed in Kansas and in several other States previous to the act of 1874, unless he had employed such negligent or incompetent servant without reasonable inquiry as to his qualifications, or had retained him after knowledge of his negligence or incompetency. The rule of law is conceded where the person injured and

the one by whose negligence or incompetency the injury is caused are fellow-servants in the same common employment, and acting under the same immediate direction. * * * Assuming that this rule would apply to the case presented but for the law of Kansas of 1874, the contention of the company * * * is that the law imposes upon railroad companies a liability not previously existing, in the enforcement of which their property may be taken, and thus authorizes in such cases the taking of property without due process of law, in violation of the fourteenth amendment. The supposed hardship and injustice consist in imputing liability to the company, where no personal wrong or negligence is chargeable to it or its directors. But the same hardship and injustice, if there be any, exist when the company, without any wrong or negligence on its part, is charged for injuries to passengers. * * * The utmost care on its part will not relieve it from liability, if the passenger injured be himself free from contributory negligence. The law of 1874 extends this doctrine, and fixes a like liability upon railroad companies, where injuries are subsequently suffered by employees, though it may be by the negligence or incompetency of a fellow-servant in the same general employment and acting under the same immediate direction. That its passage is within the competency of the legislature we have no doubt. The objection that the law of 1874 deprives the railroad companies of the equal protection of the laws is even less tenable than the one considered. It seems to rest upon the theory that legislation which is special in its character is necessarily within the constitutional inhibition; but nothing can be further from the fact. The greater part of all legislation is special, either in the objects sought to be attained by it or in the extent of its application. Laws for the improvement of municipalities, the opening and widening of particular streets, the introduction of water and gas, and other arrangements for the safety and convenience of their inhabitants, and laws for the irrigation and drainage of particular lands, for the construction of levees, and the bridging of navigable rivers, are instances of this kind. * * * Such legislation is not obnoxious to the last clause of the fourteenth amendment, if all persons subject to it are treated alike under similar circumstances and conditions in respect both of the privileges conferred and liabilities imposed. * * * But the hazardous character of the business of operating a railway would seem to call for special legislation with respect to railroad corporations, having for its object the protection of their employees, as well as the safety of the public.' A like decision was made by the same court upholding the employers' liability law of Iowa, which has been in force in that State ever since 1862. Some 10 or 12 of the states of the Union have such acts on their statute books, and none of them have ever been held unconstitutional.

"It is also urged, as an objection to the validity of the act, that it exempts municipal corporations from its operation. But no reason has been suggested why municipal corporations should be classed with railroad corporations. We have many statutes applying to railroad corporations that do not apply to municipal corporations. There is no necessary similarity between them. Nor is the business of municipal corporations so peculiarly hazardous to their employees as to call for such special legislation as is called for in case of railroad corporations to protect their employees. We therefore conclude that the act does not violate the constitution, either Federal or State. [This decision goes on to discuss the question whether membership in the voluntary relief department released the railroad company from liability; that part of the decision is quoted later. See page 1108.]

"Judgment is affirmed."

[From B. L. No. 19, November, 1898.]

AKESON *v.* CHICAGO, BURLINGTON AND QUINCY RAILROAD CO., 75 Northwestern Reporter, page 676.—Action was brought by one Akeson against the above-named railroad company to recover damages for personal injuries sustained while he was in the employ of said company. After a hearing in the district court of Montgomery County, Iowa, a judgment was rendered for the plaintiff and the railroad company appealed the case to the supreme court of the State, which rendered its decision May 26, 1898, and affirmed the judgment of the lower court.

The following, quoted from the opinion of the supreme court, delivered by Judge Ladd, shows the more important points of the decision and the facts in the case:

"For about two and one-half years before the month of August, A. D. 1892, when the accident in question occurred, the plaintiff had worked for the defendant in its coal house at Red Oak. His duties required him to shovel coal from the cars into the chutes, to break the coal, and wet it for use, and to assist in filling the tenders of locomotive engines with coal. In the month referred to the coal house was rebuilt, and, while that was being done, tenders were supplied with coal from cars which

were placed on the coach track next to the main line. The sides of the coal cars were about 4 feet high, and when a tender was to be loaded it was run onto the main line track, opposite the coal car. A bridge was made by placing together two planks (each of which was about 10 feet in length, 1 foot in width, and 2 inches in thickness) in such manner that one end of each plank rested on top of he coal car, and the other on top of the tender. The bridge thus made was nearly evel, and was used by the plaintiff and a coemployee in passing from the car, with a box which was provided with handles at each end, and was filled with coal, and in returning with the empty box after its contents had been dumped into the ender. On the day of the accident a locomotive engine in charge of an engineer and fireman was run up to the coal car for coal, and a bridge was made, and the ender filled by the plaintiff and his coemployee. Forshay, in the manner described. When that work was finished Forshay remained on the tender, as he frequently did, for the purpose of riding on it to the water tank, to get water for the engine, while the plaintiff returned over the bridge to the coal car. As he was about to step from the bridge to the car, Forshay picked up a plank and shoved it into the car. The plaintiff claims that the plank caught one of his feet and made him fall or jump into the car in such a manner as to cause a double hernia, and the evidence tends to sustain that claim. The verdict and judgment in his favor were for the sum of $1,500.

"The liability of the defendant depends upon the meaning and application of section 2071 of the Code (section 1307, Code of 1873), which is as follows: 'Every corporation operating a railway shall be liable for all damages sustained by any person, including employees of such corporation, in consequence of the neglect of agents or by any mismanagement of the engineers or other employees of the corporation, and in consequence of the willful wrongs, whether of commission or omission, of such agents, engineers, or other employees, when such wrongs are in any manner connected with the use and operation of any railway on or about which they shall be employed, and no contract which restricts such liability shall be legal or binding.'

"The evidence tends to show that the accident was occasioned by the negligence of Forshay. It is said, however, that this was in no manner connected with the use and operation of the railway.

"The court, in order to uphold the constitutionality of the law in Deppe *v.* Railroad Co. (36 Iowa, 52), limited the term 'employees' to those engaged in operating the railroad, saying, through Cole, J.: 'The manifest purpose of the statute was to give its benefits to employees engaged in the hazardous business of operating railroads. When thus limited it is constitutional; when extended further, it becomes unconstitutional.' That the employment at the time of the injury must have exposed the complainant to the hazards of railroading, without reference to what he may be required to do at other times, is no longer questioned.

"The peculiarity of the railroad business, which distinguishes it from any other, is the movement of vehicles or machinery of great weight on the track by steam or other power, and the dangers incident to such movement are those the statute was intended to guard against. If, then, the injury is received by an employee whose work exposes him to the hazards of moving trains, cars, engines, or machinery on the track, and is caused by the negligence of a coemployee in the actual movement thereof, or in any manner directly connected therewith, the statute applies, and recovery may be had. Beyond this the statute affords no protection. The purpose of the lawmakers was evidently not to make men, because employed by railroad companies, favorites of the law, but to afford protection owing to the peculiar hazards of their situation. That the plaintiff's employment exposed him to the peculiar dangers of railroading admits of no doubt. The important question is whether the negligence of Forshay, causing the injury, was so immediately connected with and incident to the movement of the engine and tender as to come within the statute. We think it was. The engine had been detached from an incoming freight train, and was moved opposite the coal car, for the purpose of filling the tender with coal to be used as fuel, and this done by running two planks from the tender to the coal car. Over these the coal was carried in boxes, and when this work was done these were necessarily taken from the tender to enable the engine to move from the main track. In doing this, Forshay picked up and pushed one of the planks just as the plaintiff was about to step on the coal car, and to save himself the latter was compelled, in order to avoid this plank, to jump sidewise among some boxes below. The very purpose of removing the plank was to enable the engine to move, and if in doing this Forshay was negligent, such negligence was so closely connected with the movement as to come within the terms of the statute. Indeed it is difficult to conceive of a case where negligence not in the actual movement of an engine is more directly connected therewith."

[From B. L. No. 21, March, 1899.]

FLORIDA CENTRAL AND PENINSULA RAILROAD CO. *v.* MOONEY, 24 Southern Reporter, page 148.—A suit brought by one John W. Mooney against the above-named railroad company to recover damages for personal injuries incurred by him while in the employ of said company, was heard in the circuit court of Levy County, Fla., and a judgment was rendered in favor of the plaintiff, Mooney. The defendant carried the case upon writ of error to the supreme court of the State, which rendered its decision June 13, 1898, and reversed the decision of the lower court. The facts as to the incurrence of the injury are not essential to an understanding of the points of the decision. The decision hinged upon the construction of chapter 4071, laws of Florida of 1891, the first 3 sections of which read as follows:

"SECTION 1. A railroad company shall be liable for any damage done to persons, stock, or other property by the running of the locomotives or cars or other machinery of such company, or for damage done by any person in the employment and service of such company, unless the company shall make it appear that their agents have exercised all ordinary and reasonable care and diligence, the presumption in all cases being against the company.

"SEC. 2. No person shall recover damages from a railroad company for injury to himself or his property where the same is done by his consent or is caused by his own negligence. If the complainant and the agents of the company are both at fault the former may recover, but the damages shall be diminished or increased by the jury in proportion to the amount of default attributable to him.

"SEC. 3. If any person is injured by a railroad company by the running of the locomotives or cars or other machinery of such company, he being at the time of such injury an employee of the company, and the damage was caused by negligence of another employee, and without fault or negligence on the part of the person injured, his employment by the company shall be no bar to a recovery. No contract which restricts such liability shall be legal or binding."

Said chapter was held by the supreme court of Florida, in the case of Duval *v.* Hunt (15 Southern Reporter, p. 879), to have been adopted from a statute of the State of Georgia.

The opinion of the supreme court in this case was delivered by Judge Carter, and from the syllabus of the same, which was prepared by the court, the following is quoted:

"2. To entitle an employee to recover damages from his employer for personal injuries caused by the negligence of another employee, under the provisions of chapter 4071, acts of 1891, the plaintiff must himself have been free from fault, as the provisions of section 2 of that act, relating to the apportionment of damages, have no application to such cases (cases where both the employer and employee were negligent).

"3. In an action by an employee under the provisions of chapter 4071, acts of 1891, to recover damages from his employer for injuries alleged to have been inflicted by the negligence of another employee in performing some act in the defendant's service, in the performance of which plaintiff as a coemployee was participating, the plaintiff must show either that he was free from fault himself, or that there was negligence on the part of his coemployee. Upon proof that plaintiff was free from fault, the statutory presumption arises that the servants of the defendant were at fault; and it thereupon devolves upon the defendant to 'make it appear' to the contrary.

"4. If the act resulting in injury to plaintiff, an employee, was one being performed by other employees in the defendant's business, but in the performance of which plaintiff was not participating, then the presumption of negligence on the part of the agents of the defendant, and that plaintiff was free from fault, arises under the statute (chapter 4071, acts of 1891) to the same extent as if plaintiff was not an employee; and it devolves upon the defendant to relieve itself either by showing that plaintiff was at fault, or that its servants were not negligent.

"5. Where a statute is adopted from a sister state, any known and settled construction placed thereon by the courts of that state prior to its adoption, not inharmonious with the policy and spirit of the general legislation of the adopting state on the subject, will prevail in construing the statute in the latter state.

"6. A servant in the performance of his duties is bound to exercise ordinary care for his own safety, or that degree of care which prudent persons usually exercise under similar circumstances; and if he is injured by failure to exercise such care his master is not liable.

"7. If, in the performance of his duties, the servant has no instructions to pursue a particular method, and two or more methods are open to him, he can not

injured while in its employ. The plaintiff agreed in his application for membership:

"'That the acceptance of benefits from the said relief fund for injury or death shall operate as a release of all claim for damages against said company arising from such injury or death which may be made by or through me, and that I or my legal representatives will execute such further instrument as may be necessary formally to evidence such acquittance.'

"Each company to the contract also agreed, in behalf of itself and employees, to appropriate its ratable proportion of the joint expense of administration and management and the entire outlay necessary to make up deficits for benefits to its employees. It is further alleged that the member was a member of the relief department when injured, and that there was paid to him by the defendant, through such department, on account of the injuries so received, and in accordance with his application therefor, and in accordance with the certificate of membership so issued to him, and the rules and regulations of the relief department, the sum of $660, being at the rate of $60 per month for 11 months, which he accepted and received as the benefits due to him from the said relief department under his said application and certificate and the rules and regulations of said relief department.

"It is strenuously insisted by the learned counsel for the plaintiff that the contract is void because it is repugnant to sound public policy and is an attempt by the defendant to exempt itself by contract from the consequences of its own negligence; and because the agreement that the payment and acceptance of the benefits should operate to release the company from responsibility for its wrongful act is without consideration for the reason that the plaintiff, by the payment of his monthly dues, became entitled as a matter of legal right to receive the stipulated benefits as fully as he was entitled to the payment of his monthly wages.

"As a general proposition, it is unquestionably true that a railroad company can not relieve itself from responsibility to an employee for an injury resulting from its own negligence by any contract entered into for that purpose before the happening of the injury, and if the contract under consideration is of that character it must be held to be invalid. But upon careful examination it will be seen that it contains no stipulation that the plaintiff should not be at liberty to bring an action for damages in case he sustained an injury through the negligence of the defendant. He still has as perfect a right to sue for his injury as though the contract had never been entered into. Before the contract was entered into his right of action for an injury resulting from the defendant's negligence was limited to a suit against it for the recovery of damages therefor. By the contract he was given an election either to receive the benefits stipulated for or to waive his right to the benefits and to pursue his remedy by law. He voluntarily agreed that when an injury happened to him he would then determine whether he would accept the benefits secured by the contract or waive them and retain his right of action for damages. He knew if he accepted the benefits secured to him by contract that it would operate to release his right to the other remedy. After the injury happened two alternative modes were presented to him for obtaining compensation for such injury. With full opportunity to determine which alternative was preferable, he deliberately chose to accept the stipulated benefits. There was nothing illegal or immoral in requiring him to do so. And it is not perceived why the court should relieve him from his election in order to enable him now to pursue his remedy by an action at law, and thus practically to obtain double compensation for his injury. Nor does the fact that the fund was in part formed by his contributions to it alter the case. The defendant also contributed largely to the fund under its agreement to make up deficits, to furnish surgical aid and attendance, to pay expenses of administration and management, and to be responsible for the safe-keeping of the funds of the relief department. It had a large pecuniary interest in the very money which the plaintiff received. We are not concerned with the question whether the plaintiff might not have secured a larger sum of money if he had prosecuted his legal remedy for the recovery of damages for his injury. After the injury the plaintiff was at liberty to compromise his right of action with the defendant for any valuable consideration, however small; and if he chose to accept a less amount than that which he might have recovered by action, such settlement, if fairly entered into, constitutes a full accord and satisfaction from which the court can not, and ought not to, relieve him.

"The question of the validity of such a contract as that relied upon in the paragraph of answer under consideration is a new one in this court, but it has been considered by a number of reputable courts in other jurisdictions, and with a single exception, so far as I am advised, it has been uniformly held that such a contract is not invalid for repugnancy to sound public policy, or for want of consideration, or for want of mutuality. In the views expressed in these cases I entirely concur."

[From B. L. No. 6, September, 1896.]

SHAVER *v.* PENNSYLVANIA CO., 71 Federal Reporter, page 931.—This case was tried in the United States circuit court for the northern district of Ohio, and the decision of said court was given January 28, 1896. The opinion was delivered by District Judge Ricks and contains a full statement of the facts in the case. The following language is quoted therefrom:

"This suit was originally instituted in the court of common pleas for Lucas County, and by due proceedings had was removed by defendant, which is a non-resident corporation, to this court. The plaintiff sues to recover for damages because of certain negligence of the defendant and its agents in failing to have properly filled the space between the ties at a certain junction or cross over in said county, by reason of which plaintiff's foot was caught while undertaking to uncouple cars. There are certain other acts of negligence charged in the petition which it is not necessary here to consider. Plaintiff claims permanent injury, and damages in the sum of $25,000.

"To this petition the defendant filed an answer, which, after denying the negligent acts charged in the petition, set up, as a third defense, that said plaintiff at the time he received the injuries complained of, was a member of the voluntary relief department of the Pennsylvania lines west of Pittsburg; that said voluntary relief department is an organization formed for the purpose of establishing and managing a fund, known as a 'relief fund,' for the payment of definite amounts to employees contributing to the fund who, under the regulations, are entitled thereto when they are disabled by accident or sickness, and, in the event of their death, to their relatives or other beneficiaries specified in the application for insurance; that said relief fund is formed from voluntary contributions of the employees of the road; from contributions given by said defendant, the Pennsylvania Company, when necessary to make up any deficit; from income or profits derived from investments or profits of the moneys of the fund, and such gifts and legacies as may be made for the use of the fund. The regulations governing said voluntary relief department require that those who participate in the benefits of the relief fund must be employees in the service of the Pennsylvania Company and be known as members of the relief fund. Defendant, further answering, says that no employee of the company is required to become a member of said relief fund; that the same is purely voluntary; that anyone who has become a member may withdraw at any time, upon proper notice; that contributions from such members cease by so withdrawing. The defendant further says that participation in the benefits of such relief fund is based upon the application of the beneficiaries; that on the 3d day of January, 1894, the plaintiff in this case, being in the employ of the defendant company, applied for membership, and in said application agreed to be bound by the regulations of the said fund. Defendant further says that the application for membership was approved and accepted at the office of the superintendent of the relief department, and that thereupon said plaintiff became a member of said relief fund. Defendant further says that when said plaintiff received the injuries complained of he thereupon became entitled to the benefits growing out of his membership in said relief fund by reason of the injury so received while in said service; that said plaintiff thereupon immediately applied to said department for such benefits and received monthly payments therefrom, amounting in all to the sum of $399, until the commencement of this action, on the 25th day of May, 1895.

"Defendant says that the plaintiff, in his application for membership, expressly agreed that, should he bring suit against either of the companies now associated in the administration of the relief department for damages on account of injury or death, payments of benefits from the relief fund on account of the same shall not be made until such suit is discontinued, or, if prosecuted to judgment or compromise, any payment of judgment or amount of compromise shall preclude any claim upon the relief fund for such injury or death. Defendant says that, the plaintiff having commenced suit against the defendant, payments to the plaintiff for the benefits accruing under said contract were suspended; and defendant says that by virtue of the agreement aforesaid, and the acceptance by the plaintiff of the benefits from said relief fund on account of said injuries, the said defendant thereupon became discharged from any and all liability to the plaintiff on account of said injuries. The plaintiff has demurred to this answer. He contends, first, that the contract set up in the answer is invalid; and, next, that it is in violation of an act of the legislature of Ohio passed in 1890, in 87 Ohio Laws, page 149.

"There are two questions to be determined upon the demurrer thus interposed. The first question is whether this contract between the plaintiff and defendant is a valid one. The case, as presented to the court, rests entirely upon the pleadings. No evidence is before me, and the allegations of the defendant's answer are

n the same manner as personal property of the deceased. A plea of not guilty was filed, and the cause was submitted to and heard by a jury, who returned a verdict in favor of the appellee administrator in the sum of $5,000. The judgment was affirmed by the judgment of the appellate court for the third district on appeal, and the appellant company has prosecuted a further appeal to this court.

"The effect of the statute of Indiana is to abrogate the doctrine which, it seems to be conceded, would otherwise be applicable to the facts of this case—that the appellant company, as employer, is not to be held liable for an injury, fatal or otherwise, to an employee which was occasioned by the negligence of a fellow-servant of such employee. The principal question arising is whether this statute will be applied and the doctrine thereof enforced in an action instituted and maintained in the courts of the State, or whether the law as it exists in this State will govern and control. Actions not penal, but for pecuniary damages for torts or civil injuries to the person or property, are transitory, and, if actionable where committed, in general may be maintained in any jurisdiction in which the defendant can be legally served with process. We think it well settled that, without regard to the rule which may obtain as to a cause of action which accrued under the laws of a separate and distinct nation, a right of action which has accrued under the statute of a sister State of the Union will be enforced by the courts of another state of the Union, unless against good morals, natural justice, or the general interests of the citizens of the state in which the action is brought.

"It is argued by counsel for appellant that an action can not be maintained in this cause in our courts, for the reason, as alleged, that the laws of the two states are materially variant, it being, as counsel insist, against natural justice and the established public policy of this State to hold an employer liable for injuries inflicted upon an employee by a fellow-servant. This position finds support in the opinion rendered by the supreme court of Wisconsin in Anderson *v.* Railway Co., 37 Wis., 321, and also in expressions employed in opinions rendered in cases in the courts of England. But such is not the prevailing doctrine in the courts of this country.

"The supreme court of the State of Indiana has declared the statute in question to be constitutional and valid. (See Pittsburg, Cincinnati, Chicago and St. Louis Ry. Co. *v.* Montgomery, 49 Northeastern Reporter, page 582, and Department of Labor Bulletin No. 18, page 723.) The right of action accrued and became complete in that State. In this State the doctrine of respondeat superior does not apply to a case where an employee is injured or killed by the neglect of a fellow-servant, but the doctrine of respondeat superior is, in general, recognized in the jurisprudence of this State, and we perceive no ground warranting us to declare the enforcement of the doctrine as enlarged or extended by the Indiana statute must be regarded as so repugnant to good morals or natural justice or so prejudicial to the best interests of our people that we should shut the doors of our courts against a suitor who seeks to enforce a right of action which arose under the statute of the sister State. The judgment of the appellate court is affirmed."

[From B. L. No. 23, July, 1899.]

HANCOCK *v.* NORFOLK AND WESTERN RAILWAY CO., 32 Southeastern Reporter, page 679.—This action was brought by Whit Hancock against the above-named railway company to recover damages for injuries received while in its employ. After a hearing in the superior court of Durham County, N. C., a judgment was rendered in favor of Hancock, the plaintiff, and the defendant company appealed the case to the supreme court of the State, which rendered its decision March 21, 1899, and sustained the judgment of the lower court.

The facts of the case are sufficiently stated and the reasons for the decision clearly shown in the opinion of the supreme court, which was delivered by Judge Clark. From said opinion the following is quoted:

"The decision of this case depends upon chapter 56, Priv. Laws, 1897, 'An act to prescribe the liabilities of railroads in certain cases.' This statute, commonly known as the 'Fellow-servant act,' was ratified on the 23d day of February, 1897, and provides:

"'SECTION 1. That any servant or employee of any railroad company operating in this State who shall suffer injury to his person, or the personal representative of any such servant or employee who shall have suffered death in the course of his services or employment with said company by the negligence, carelessness, or incompetency of any other servant, employee, or agent of the company, or by any defect in the machinery, ways, or appliances of the company, shall be entitled to maintain an action against such company.

"'SEC. 2. That any contract or agreement, express or implied, made by any

ing, possessing, and defending property, and seeking and obtaining happi- and safety.'

"Article 2, section 26, of the constitution of Ohio provides:

"'All laws of a general nature shall have uniform operation throughout t State.'

"The act under consideration, while it is general in its nature, applies only railroad companies and their employees, and is not therefore general in its ap cation, and does not operate uniformly on all classes of citizens. Under t statute railroad companies are prohibited from making contracts which oth corporations in the State are allowed to make.

"Article 1, section 10, of the Constitution of the United States prohibits a State from passing any law impairing the obligation of contracts.

"Article 8, section 16, of the bill of rights of the State of Ohio prohibits mak ing any law impairing the obligation of contracts.

"Article 2 of the Northwestern Territorial Government (1787) provides follows:

"'In the just preservation of rights and property, it is understood and declar that no law ought ever to be made or have force in said Territory that shall, any manner interfere with or affect private contracts or engagements bona f without fraud, previously made.'

"This extract from the ordinance of 1787 shows how jealously the right of personal liberty in the making of private contracts was regarded, and how caref any restriction of said right was restrained.

"The act under consideration is certainly one which impairs the rights of a large number of the citizens of Ohio to exercise a privilege which is dear to persons, namely, that of making contracts concerning their own labor and the fruits thereof, and, so far as it relates to such contracts already made, impairs their validity. The act seems to assume that a large class of the citizens of the State, namely, those employed by railroad corporations, are incapable of making contracts for their own labor.

"As hereinbefore stated, this contract shows on its face not only that no unfair advantage is taken of these employees, but that the contract, in its broadest and fullest sense, is a beneficent one, intended for their protection and assistance. It in some cases it proves unsatisfactory to the employee insured, that is in itself no evidence that the contract is of an unconscionable nature or unfair in its provisions. Neither is it a sufficient pretext to assume that all such contracts need the supervision of the legislative body, or that so large a class of citizens should be restricted in their right of personal liberty.

"The Ohio statute, in denying to the employees of a railroad corporation the right to make their own contracts concerning their own labor, is depriving them of 'liberty' and of the right to exercise the privileges of manhood 'without due process of law.' Being directed solely to employees of railroads, it is class legislation of the most vicious character. Laws must be not only uniform in their application throughout the territory over which the legislative jurisdiction extends, but they must apply to all classes of citizens alike. There can not be one law for railroad employees, another law for employees in factories, and another law for employees on a farm or the highways. Class legislation is dangerous. Statutes intended to favor one class often become oppressive, tyrannical, and prescriptive to other classes never intended to be affected thereby; so that the framers of our constitution, learning from experience, wisely provided that laws should be general in their nature and uniform throughout the State.

"For the reasons stated, I am of the opinion, first, that the contract set out in the defendant's answer is a valid contract; and, second, that the act of the legislature of Ohio which declares it to be void and invalid is unconstitutional. The demurrer to the answer is, therefore, overruled."

[From B. L. No. 9, March, 1897.]

CHESAPEAKE AND OHIO RY. CO. *v.* MOSBY, 24 Southeastern Reporter, page 916.—Edgar W. Mosby, who was a conductor of a freight train on the Chesapeake and Ohio Railroad, and while thus engaged was seriously injured in a collision, brought an action for damages against the railroad company. Pending said action he instituted a suit in the chancery court of Richmond, Va., to set aside a release of all claim for damages given by him to the railroad company on the ground that at the time he executed the release he was mentally incompetent. The chancellor, after hearing the case, granted the relief asked and set the release aside. From this action the railroad company appealed to the supreme court of appeals of the State, which rendered its decision April 16, 1896, and reversed the decree of the chancellor.

The opinion of said court was delivered by Judge Harrison, and in the course of the same he used the following language:

"'The law presumes that there is in everyone capacity to contract, and accordingly where exemption from liability to fulfill an engagement is claimed by reason of the want of such capacity, this fact must be strictly established on the part of him who claims the exemption. Moreover, it is only in certain prescribed cases that this protection can be claimed, and therefore weakness of mind, short of insanity or immaturity of reason in one who has attained full age, or the mere absence of experience or skill upon the subject of the particular contract, affords per se no ground for relief at law or in equity.' (1 Chit. Cont., 186.) The same author from whom this general rule has been quoted states its qualification thus: 'Although weakness of intellect, short of insanity, in one of the contracting parties is no ground per se for invalidating a contract, it may have the effect, if additional facts betraying an intention to overreach can be proved.' (2 Chit. Cont., p. 1050.)

"This rule with its qualification is substantially adopted by this court in Greer *v.* Greers, 9 Grat., 330. It was there said that, although the person may labor under no legal incapacity to do a valid act or make a contract, yet, if the whole transaction taken together, with all the facts, mental weakness being one of them, showed that consent, the very essence of the act, was wanting, it would be void. Where a legal capacity is shown to exist that the party had sufficient understanding to clearly comprehend, that he consented freely to the special matter about which he was engaged, and no fraud or undue influence is shown to have been used to bring about the result, the validity of the act can not be impeached, however unreasonable or imprudent it may seem to others. It is not the propriety or impropriety of the act, but the capacity to do the act freely that must control the judgment of the court.

"These general principles are entirely applicable and are all that need be invoked in considering the case before us.

"The plaintiff was very seriously injured in a collision between 2 trains on the road of the defendant, he being conductor on one of said trains. It satisfactorily appears from the evidence that about 2 months after the accident the plaintiff went to the office of the superintendent of the defendant company and agreed upon a settlement of his claim for damages against the company. About 2 months after this agreement was made the plaintiff went to the office of the superintendent and collected $300 on account of this settlement and gave a receipt therefor, which fully describes the accident and admits that his injuries were received under circumstances exonerating the company from responsibility. On the 22d of September, 1891, the plaintiff again went to the office of the superintendent and collected the remaining $150 due under the agreement, and gave a final voucher therefor, which is a more elaborate paper than the first, reciting that the injuries were received under circumstances completely exonerating the company from liability, and that the amount was received in full compromise, satisfaction, and discharge of all his claims or causes of action, and particularly of all claims or causes of action arising out of personal injuries received by him in the accident as to which the settlement had been made.

"The plaintiff admits the genuineness of his signature to both these papers, but says that he has no recollection of signing any but the last one for $150, and further insists that both papers should be declared null and void, because at the time of their execution he was mentally incompetent, and that the defendant took advantage of his incapacity to procure them.

"The evidence wholly fails to sustain this contention; on the contrary, it shows that the plaintiff had an intelligent comprehension of his rights in the premises. The first receipt was given 4 months and the other 6 months after the accident, when the plaintiff had been going about for months.

"The plaintiff insists that the consideration for the settlement made by him was totally inadequate, and that this circumstance is sufficient to justify the court in releasing him from the contract he has made.

"If the plaintiff was at the time he signed the release competent to appreciate and understand its nature and effect—and we have seen that he was—and no unfair methods were used to induce him to sign it, then it makes no difference whether the settlement was, on his part, wise or unwise. So far as this transaction is disclosed by the record, it is absolutely free from the suspicion of fraud, advantage, or undue influence on the part of the defendant. There is nothing in the record upon which to base the contention that the consideration was inadequate. For aught that appears to the contrary it may have been a wise contract for the plaintiff to make. There is no evidence showing that the company was under any liability to the plaintiff, and none can be inferred, for in a suit by an

their convenience defendant furnished them hand cars on which to transport themselves to and from their work. Defendant did not manage the boarding cars, nor operate nor have control of the hand cars. Such hand cars were operated exclusively by the men, and they had full charge and control thereof. A collision occurred between two of such hand cars while the men were transporting themselves thereon to the boarding cars for their dinner, and plaintiff was injured. The collision was caused by the negligence of the employees in charge of one of such cars, and plaintiff was free from fault. Held, that the employees were not, within the purpose and meaning of chapter 220, Laws of Wisconsin, 1893, at the time of such collision and injury, engaged in the discharge of their duties under their employment, and defendant is not liable."

[From B. L. No. 29, July, 1900.]

TULLIS *v.* LAKE ERIE AND WESTERN RAILROAD COMPANY, 20 Supreme Court Reporter, page 136.—Action was brought by Hosea B. Tullis against the above-named railroad company to recover damages for an injury suffered while in the employ of said company. In an inferior United States court a judgment was rendered in favor of the defendant company and the plaintiff, Tullis, appealed the case to the United States circuit court of appeals for the seventh circuit. The case turned upon the validity of an act approved March 4, 1893, and now included in sections 7083 to 7087 of Burns' Annotated Statutes of Indiana, revision of 1894, which changed the common-law rule as to fellow-servants as regards railroad companies and rendered them liable for injuries of employees caused by the negligence of fellow-servants in certain specified cases. After a hearing the court of appeals decided that material error was committed at the hearing in the lower court, for which its judgment should be reversed if the sections above referred to were constitutional and valid, but that if said sections were invalid the judgment should be affirmed. Upon the question as to the constitutionality of these sections the court of appeals certified the case to the Supreme Court of the United States, which rendered its decision December 11, 1899, and affirmed their constitutionality.

The opinion of the court was delivered by Chief Justice Fuller, and the following is quoted therefrom:

"The contention is that the act referred to is in conflict with the fourteenth amendment (to the Constitution of the United States) because it denies the equal protection of the laws to the corporations to which it is applicable.

"In Pittsburg, Cincinnati, Chicago and St. Louis Railroad Company *v.* Montgomery (152 Ind., 1; 49 N. E., 582) the statute in question was held valid as to railroad companies, and it was also held that objection to its validity could not be made by such companies on the ground that it embraced all corporations except municipal, and that there were some corporations whose business would not bring them within the reason of the classification. In announcing the latter conclusion the court ruled in effect that the act was capable of severance; that its relation to railroad corporations was not essentially and inseparably connected in substance with its relation to other corporations; and that, therefore, whether it was constitutional or not as to other corporations, it might be sustained as to railroad corporations.

"Considering this statute as applying to railroad corporations only, we think it can not be regarded as in conflict with the fourteenth amendment."

The court at this point referred to several decisions declaring similar statutes of several states to be valid, and then continued in part as follows:

"By reason of the particular phraseology of the act under consideration it is earnestly contended that the decisions sustaining the validity of the statutes of Kansas, Iowa, and Ohio are not in point, and that this statute of Indiana classified railroad companies arbitrarily by name and not with regard to the nature of the business in which they were engaged; but the supreme court of the State in the case cited has held otherwise as to the proper interpretation of the act, and has treated it as practically the same as the statutes of the State referred to.

"As remarked in Missouri, K. and T. R. Co. *v.* McCann (174 U. S., 580, 586; 43 L. ed., 1093, 1096; 19 Sup. Ct. Rep., 755), the contention calls on this court to disregard the interpretation given to a state statute by the court of last resort of the state, and, by an adverse construction, to decide that the state law is repugnant to the Constitution of the United States. 'But the elementary rule is that this court accepts the interpretation of a statute of a state affixed to it by the court of last resort thereof.'

"This being an action brought by Tullis to recover damages for an injury suffered while in the employment of the railroad company, caused by the negligent act of a fellow-servant, for which the company was alleged to be responsible by

rce of the act, we answer the question propounded that the statute as construed d applied by the supreme court of Indiana is not invalid and does not violate the irteenth amendment to the Constitution of the United States."

[From B. L. No. 31, November, 1900.]

FENWICK *v.* ILLINOIS CENTRAL RY. CO., 100 Federal Reporter, page 247.—This case me before the United States circuit court of appeals for the fifth circuit upon a rit of error, directed to the United States circuit court for the southern district Mississippi, a judgment having been rendered therein in favor of the defend- it railway company, which had been sued by one Fenwick to recover damages r personal injuries incurred by him while in its employ. The decision of the ourt of appeals was rendered February 28, 1900, and affirmed the judgment of ie circuit court

The facts in the case are sufficiently shown in the opinion of the court of ppeals, which was delivered by Circuit Judge Shelby, and from the same the ollowing is quoted:

"Joseph Fenwick, the plaintiff, was injured while in the employment of the efendant. He alleged that the injury was caused by the negligence of Frank uckett, who was also a servant of the defendant. Puckett, Hughes, Fredericks, nd the plaintiff constituted the switch crew in defendant's yard at McComb City, liss. Sullivan was the yard master, and, on the night that the injury occurred, rank Puckett was acting as foreman of the switch crew. In the absence of tatutes or constitutional provisions controlling the case, it is conceded that the laintiff could not recover, because the employer would not be responsible to the laintiff for an injury caused by the negligence of a fellow-servant. The plain- iff's contention is that the defendant is made liable by section 193 of the consti- ution of Mississippi adopted in 1890, which provision is also embraced in a statute. (Ann. Code, Miss., 1892, § 3559.) The part of the section relied on is as follows: Every employee of a railroad corporation shall have the same rights and reme- dies for an injury suffered by him from the act or omission of the corporation or its employees as are allowed by law to other persons not employees, where the injury results from the negligence of a superior agent or officer, or of a person having the right to control or direct the services of the party injured.'

"It was clearly not the intention of the makers of the constitution or the legis- lature to entirely abrogate the common law relating to negligence of fellow- servants. It is only modified. The rule is only changed when the injury results from the negligence of a 'superior agent or officer,' or of 'a person having the right to control or direct the services of the party injured.' In the case of Evans *v.* Railway Co. (70 Miss., 527; 12 South., 581) a brakeman was injured by the alleged negligence of an engineer, and the cited constitutional provision was relied on by the plaintiff. In the course of the opinion the court said:

"'The constitutional provision has reference to a superior agent or officer, of the sort well known as such, and any other person in the company's service, by whatever name, who may be intrusted with the right to control and direct the services of others according to his discretion and judgment—one to whom is com- mitted the direction or control of others, for the accomplishment of some end dependent on his independent orders, born of the occasion, sprung from him as director, and not consisting of the mere execution of routine duties in pursuance of fixed rules by various employees, each charged with certain parts in the gen- eral performance. It may be that under some circumstances the engineer may be the superior of the brakeman, in the meaning of the constitution, but in the operation of the train in accordance with rules one is no more superior than the other, and they are not within the rule established by the constitution. To hold that they are would, by interpretation, so enlarge the constitutional provision as to sweep away entirely the rule as to fellow-servants as existing before, in the face of the incontrovertible fact that the purpose of the framers of the constitution was not to abrogate, but to modify to a certain extent, carefully expressed in section 193.'

"This construction of the statute in question seems to us decisive of this case. The business of the switch crew was to distribute the cars on the various tracks in order to make up the trains. One of the crew was called the 'foreman.' On the night in question, and for that occasion, the yard master, Sullivan, had appointed Puckett foreman. Puckett had the switch list, or written memoran- dum by which the crew switched the cars. This is furnished the crew by the yard master. There are five tracks in the yard, including the 'lead' on which the cars were to be switched. On certain tracks designated cars were to be placed, and the men were engaged in that work. We do not find in the evidence that

Puckett was employed to direct the services of the plaintiff according to his discretion and judgment. The crew were engaged in the performance of mere routine duties. The plaintiff and Puckett were of the same rank in the service neither employed or could discharge the other; they received the same pay, and neither was superior to the other in the sense that the one could exercise a discretion and judgment in controlling the actions of the other.

"Under other circumstances a foreman of a crew might be an agent of the defendant, for whose negligence the defendant would be liable for injury to an employee. The name or title of the officer or agent is immaterial. We decide only that on the facts disclosed by the record the foreman did not, in reference to the services in which he and the plaintiff were engaged when the injury occurred bear such relation to him as to make the employer responsible under the statute for his alleged negligence. We think that the circuit court correctly directed a verdict for the defendant. The judgment of the circuit court is affirmed."

V.—DECISIONS ON POWER TO CONTRACT FOR RELEASE OF LIABILITY.

[From B. L. No. 5, July, 1896.]

OTIS *v.* PENNSYLVANIA CO., 71 Federal Reporter, page 136.—In this case the United States circuit court, district of Indiana, decided, on January 3, 1896, that where a railroad relief association, composed of associated companies and their employees, is in charge of the companies, who guarantee the obligations, supply the facilities for the business, pay the operating expenses, take charge of and are responsible for the funds, make up deficits in the benefit fund, and supply surgical attendance for injuries received in their service, an employee's agreement, in his voluntary application for membership, that acceptance of benefits from the association for an injury shall release the railroad company from any claim for damages therefor is not invalid as being against the public policy or for want of consideration or mutuality.

The opinion of the court, delivered by District Judge Baker, is as follows:

"This is an action by the plaintiff, Eugene V. Otis, for the recovery of damages from the defendant, the Pennsylvania Company, for injuries received by him through the negligence of the defendant in employing and retaining in its service a careless and drunken engineer, with full knowledge of his habits, by whose carelessness the plaintiff sustained serious and permanent injuries without fault on his part. The defendant has answered in 2 paragraphs. The first is a general denial. The second sets up matter in confession and avoidance. To this paragraph of answer the plaintiff has interposed a demurrer, and the question for decision is, Does this paragraph of answer set up facts sufficient to constitute a defense? The gist of this paragraph of answer is the payment to and acceptance by the plaintiff of benefits to the amount of $660 from the relief fund of the defendant's 'voluntary relief department' on account of the injuries for which the action is brought, in full payment and satisfaction thereof.

"It is alleged in the paragraph under consideration that the plaintiff was a member of the relief department mentioned, which is composed of the different corporations forming the lines of the Pennsylvania Company west of Pittsburg, to which such of their employees as voluntarily become members contribute monthly certain agreed amounts. This department has for its object the relief of such employees as become members thereof in cases of sickness or disability from accident, and the relief of their families in case of death, by payment to them of definite amounts out of a fund 'formed by voluntary contributions from employees, contributions, when necessary to make up any deficit, by the several companies, respectively, and income or profit derived from investments of the moneys of the fund, and such gifts as may be made for the use of the fund.' The associated companies have general charge of the department, guarantee the full amount of the obligations assumed by them, and for this purpose annually pay into the funds of the department the sum of $30,000 in conformity with established regulations, furnish the necessary facilities for conducting the business of the department, and pay all the operating expenses thereof, amounting annually to the sum of $25,000. The associated companies have charge of the funds and are responsible for their management and safe-keeping. Employees of the Pennsylvania Company are not required to become members of the relief department, but are at liberty to do so if admitted on their voluntary application, and may continue their membership by the payment of certain monthly dues, the amount of which depends upon the respective classes to which they may be admitted, and the benefits to which they may become entitled are determined by the class to which they belong. A disabled member is also entitled to surgical attendance at the company's expense, if

injured while in its employ. The plaintiff agreed in his application for membership:

"'That the acceptance of benefits from the said relief fund for injury or death shall operate as a release of all claim for damages against said company arising from such injury or death which may be made by or through me, and that I or my legal representatives will execute such further instrument as may be necessary formally to evidence such acquittance.'

"Each company to the contract also agreed, in behalf of itself and employees, to appropriate its ratable proportion of the joint expense of administration and management and the entire outlay necessary to make up deficits for benefits to its employees. It is further alleged that the member was a member of the relief department when injured, and that there was paid to him by the defendant, through such department, on account of the injuries so received, and in accordance with his application therefor, and in accordance with the certificate of membership so issued to him, and the rules and regulations of the relief department, the sum of $660, being at the rate of $60 per month for 11 months, which he accepted and received as the benefits due to him from the said relief department under his said application and certificate and the rules and regulations of said relief department.

"It is strenuously insisted by the learned counsel for the plaintiff that the contract is void because it is repugnant to sound public policy and is an attempt by the defendant to exempt itself by contract from the consequences of its own negligence; and because the agreement that the payment and acceptance of the benefits should operate to release the company from responsibility for its wrongful act is without consideration for the reason that the plaintiff, by the payment of his monthly dues, became entitled as a matter of legal right to receive the stipulated benefits as fully as he was entitled to the payment of his monthly wages.

"As a general proposition, it is unquestionably true that a railroad company can not relieve itself from responsibility to an employee for an injury resulting from its own negligence by any contract entered into for that purpose before the happening of the injury, and if the contract under consideration is of that character it must be held to be invalid. But upon careful examination it will be seen that it contains no stipulation that the plaintiff should not be at liberty to bring an action for damages in case he sustained an injury through the negligence of the defendant. He still has as perfect a right to sue for his injury as though the contract had never been entered into. Before the contract was entered into his right of action for an injury resulting from the defendant's negligence was limited to a suit against it for the recovery of damages therefor. By the contract he was given an election either to receive the benefits stipulated for or to waive his right to the benefits and to pursue his remedy by law. He voluntarily agreed that when an injury happened to him he would then determine whether he would accept the benefits secured by the contract or waive them and retain his right of action for damages. He knew if he accepted the benefits secured to him by contract that it would operate to release his right to the other remedy. After the injury happened two alternative modes were presented to him for obtaining compensation for such injury. With full opportunity to determine which alternative was preferable, he deliberately chose to accept the stipulated benefits. There was nothing illegal or immoral in requiring him to do so. And it is not perceived why the court should relieve him from his election in order to enable him now to pursue his remedy by an action at law, and thus practically to obtain double compensation for his injury. Nor does the fact that the fund was in part formed by his contributions to it alter the case. The defendant also contributed largely to the fund under its agreement to make up deficits, to furnish surgical aid and attendance, to pay expenses of administration and management, and to be responsible for the safe-keeping of the funds of the relief department. It had a large pecuniary interest in the very money which the plaintiff received. We are not concerned with the question whether the plaintiff might not have secured a larger sum of money if he had prosecuted his legal remedy for the recovery of damages for his injury. After the injury the plaintiff was at liberty to compromise his right of action with the defendant for any valuable consideration, however small; and if he chose to accept a less amount than that which he might have recovered by action, such settlement, if fairly entered into, constitutes a full accord and satisfaction from which the court can not, and ought not to, relieve him.

"The question of the validity of such a contract as that relied upon in the paragraph of answer under consideration is a new one in this court, but it has been considered by a number of reputable courts in other jurisdictions, and with a single exception, so far as I am advised, it has been uniformly held that such a contract is not invalid for repugnancy to sound public policy, or for want of consideration, or for want of mutuality. In the views expressed in these cases I entirely concur."

[From B. L. No. 6, September, 1896.]

SHAVER *v.* PENNSYLVANIA CO., 71 Federal Reporter, page 931.—This case was tried in the United States circuit court for the northern district of Ohio, and the decision of said court was given January 28, 1896. The opinion was delivered by District Judge Ricks and contains a full statement of the facts in the case. The following language is quoted therefrom:

"This suit was originally instituted in the court of common pleas for Lucas County, and by due proceedings had was removed by defendant, which is a nonresident corporation, to this court. The plaintiff sues to recover for damages because of certain negligence of the defendant and its agents in failing to have properly filled the space between the ties at a certain junction or cross over in said county, by reason of which plaintiff's foot was caught while undertaking to uncouple cars. There are certain other acts of negligence charged in the petition which it is not necessary here to consider. Plaintiff claims permanent injury, and damages in the sum of $25,000.

"To this petition the defendant filed an answer, which, after denying the negligent acts charged in the petition, set up, as a third defense, that said plaintiff, at the time he received the injuries complained of, was a member of the voluntary relief department of the Pennsylvania lines west of Pittsburg; that said voluntary relief department is an organization formed for the purpose of establishing and managing a fund, known as a 'relief fund,' for the payment of definite amounts to employees contributing to the fund who, under the regulations, are entitled thereto when they are disabled by accident or sickness, and, in the event of their death, to their relatives or other beneficiaries specified in the application for insurance; that said relief fund is formed from voluntary contributions of the employees of the road; from contributions given by said defendant, the Pennsylvania Company, when necessary to make up any deficit; from income or profits derived from investments or profits of the moneys of the fund, and such gifts and legacies as may be made for the use of the fund. The regulations governing said voluntary relief department require that those who participate in the benefits of the relief fund must be employees in the service of the Pennsylvania Company and be known as members of the relief fund. Defendant, further answering, says that no employee of the company is required to become a member of said relief fund; that the same is purely voluntary; that anyone who has become a member may withdraw at any time, upon proper notice: that contributions from such members cease by so withdrawing. The defendant further says that participation in the benefits of such relief fund is based upon the application of the beneficiaries; that on the 3d day of January, 1894, the plaintiff in this case, being in the employ of the defendant company, applied for membership, and in said application agreed to be bound by the regulations of the said fund. Defendant further says that the application for membership was approved and accepted at the office of the superintendent of the relief department, and that thereupon said plaintiff became a member of said relief fund. Defendant further says that when said plaintiff received the injuries complained of he thereupon became entitled to the benefits growing out of his membership in said relief fund by reason of the injury so received while in said service; that said plaintiff thereupon immediately applied to said department for such benefits and received monthly payments therefrom, amounting in all to the sum of $399, until the commencement of this action, on the 25th day of May, 1895.

"Defendant says that the plaintiff, in his application for membership, expressly agreed that, should he bring suit against either of the companies now associated in the administration of the relief department for damages on account of injury or death, payments of benefits from the relief fund on account of the same shall not be made until such suit is discontinued, or, if prosecuted to judgment or compromise, any payment of judgment or amount of compromise shall preclude any claim upon the relief fund for such injury or death. Defendant says that, the plaintiff having commenced suit against the defendant, payments to the plaintiff for the benefits accruing under said contract were suspended; and defendant says that by virtue of the agreement aforesaid, and the acceptance by the plaintiff of the benefits from said relief fund on account of said injuries, the said defendant thereupon became discharged from any and all liability to the plaintiff on account of said injuries. The plaintiff has demurred to this answer. He contends, first, that the contract set up in the answer is invalid; and, next, that it is in violation of an act of the legislature of Ohio passed in 1890, in 87 Ohio Laws, page 149.

"There are two questions to be determined upon the demurrer thus interposed. The first question is whether this contract between the plaintiff and defendant is a valid one. The case, as presented to the court, rests entirely upon the pleadings. No evidence is before me, and the allegations of the defendant's answer are

o be accepted as true by the plaintiff having demurred thereto. It therefore ecomes important to emphasizes the facts thus admitted. They are that the laintiff voluntarily became a member of this relief department, with full knowldge of its rules and regulations. The answer further distinctly avers, and the emurrer admits it, that, by his application in writing to become a member of uch relief department the plaintiff agreed that the acceptance by him of benefits rom the relief fund for injury or death should operate as a release of all claims or damages against said defendant arising from such injury or death. It will e observed that it is the acceptance of benefits from this relief fund which, by he agreement, releases the railroad company from a claim for damages. If the mployee injured does not accept such benefits, but chooses to sue for damages, is right of action is unimpaired and in no respect waived. This is the case as resented by the pleadings and admitted facts. It is not the question of whether railroad company, by contract with its employees, can exempt itself from suits or personal injuries caused by its negligence. That, as a general rule, can not e done. This case does not present that question; neither does it present an ssue of fact as to whether this contract for insurance is a voluntary one or not. f the pleadings and evidence in a case should show that an employee entered into uch a contract, ignorant of its terms, or when under restraint or duress or compulion, the court would then be authorized, and it would be its duty, to inquire into hat fact and relieve against any wrong of that nature. But, as before stated, no uch question is now in any way presented. The pleadings do not even suggest uch an issue. The sole question is whether, under the admitted facts already stated, this contract is valid. There are decisions of the supreme courts of the States of Iowa, Maryland, Pennsylvania, and of state courts in Ohio, and of the circuit courts of the United States in Ohio and Maryland, holding such contracts legal and binding. Under this plan, employees of railroads are afforded protection by a species of insurance. This sort of protection is not available to them in ordinary insurance companies, except at such high cost as to make it substantially unobtainable. Members sick or injured are entitled to benefits, regardless of what causes their temporary disabilities. They will thus receive benefits in cases where no claim against the railroad company could be made. They could receive benefits also in cases where the injury was the result of their own contributory negligence, or of that of fellow-servants in the same department of service, in both of which cases, as a rule, no right of action would arise against their employer. Now, if employees desire to enjoy the benefits of such contracts, they should have the right to make them. They are capable of deciding for themselves whether they want to contract for protection. It is not within the powers of a legislature to assume that this class of men need paternal legislation, and that therefore they will protect them by depriving them of the power to contract as other men may."

At this point in its opinion the court cites and quotes from the following cases: Johnson *v.* Railroad Co. (163 Pa. St. Reports, p. 127, and 29 Atlantic Reporter, p. 854); Donald *v.* Railroad Co. (61 Northwestern Reporter, p. 971); Fuller *v.* Association (67 Md. Reports, p. 433, and 10 Atlantic Reporter, p. 237); Owens *v.* Railway Co. (35 Federal Reporter, p. 715), and Martin *v.* Railroad Co. (41 Federal Reporter, p. 125). The opinion then continues as follows:

"In view of these authorities and of the reasons given in support of the conclusions reached, I feel justified in holding the contract in this case valid and binding upon the plaintiff.

"The next question to be determined is whether the act of 1890 of Ohio (87 Ohio Laws, p. 149) is constitutional. The latter part of the first section of said act reads as follows:

"'And no railroad company, insurance company, or association of other persons shall demand, expect, require, or enter into any contract, agreement, or stipulation with any other person about to enter or in the employment of any railroad company whereby such person stipulates or agrees to surrender or waive any right to damages against any railroad company thereafter arising from personal injury or death, or whereby he agrees to surrender or waive, in case he asserts the same, any other right whatsoever, and all such stipulations or agreements shall be void.'

"This act has been declared unconstitutional in the case of Cox *v.* Railway Company (33 Ohio Law J.), April 22, 1895, in a well-considered opinion by Judge Dilatush, of the Warren County court of common pleas; and the court reaches that conclusion because said act violates section 1, article 1, of the bill of rights, as interfering with the rights of private contract. That provision of the bill of rights is as follows:

"'All men are by nature free and independent, and have certain inalienable rights, among which are those of enjoying and defending life and liberty, acquir-

ing, possessing, and defending property, and seeking and obtaining happiness and safety.'

"Article 2, section 26, of the constitution of Ohio provides:

"'All laws of a general nature shall have uniform operation throughout the State.'

"The act under consideration, while it is general in its nature, applies only to railroad companies and their employees, and is not therefore general in its application, and does not operate uniformly on all classes of citizens. Under this statute railroad companies are prohibited from making contracts which other corporations in the State are allowed to make.

"Article 1, section 10, of the Constitution of the United States prohibits any State from passing any law impairing the obligation of contracts.

"Article 8, section 16, of the bill of rights of the State of Ohio prohibits making any law impairing the obligation of contracts.

"Article 2 of the Northwestern Territorial Government (1787) provides as follows:

"'In the just preservation of rights and property, it is understood and declared that no law ought ever to be made or have force in said Territory that shall in any manner interfere with or affect private contracts or engagements bona fide without fraud, previously made.'

"This extract from the ordinance of 1787 shows how jealously the right of personal liberty in the making of private contracts was regarded, and how carefully any restriction of said right was restrained.

"The act under consideration is certainly one which impairs the rights of a large number of the citizens of Ohio to exercise a privilege which is dear to all persons, namely, that of making contracts concerning their own labor and the fruits thereof, and, so far as it relates to such contracts already made, impairs their validity. The act seems to assume that a large class of the citizens of the State, namely, those employed by railroad corporations, are incapable of making contracts for their own labor.

"As hereinbefore stated, this contract shows on its face not only that no unfair advantage is taken of these employees, but that the contract, in its broadest and fullest sense, is a beneficent one, intended for their protection and assistance. If in some cases it proves unsatisfactory to the employee insured, that is in itself no evidence that the contract is of an unconscionable nature or unfair in its provisions. Neither is it a sufficient pretext to assume that all such contracts need the supervision of the legislative body, or that so large a class of citizens should be restricted in their right of personal liberty.

"The Ohio statute, in denying to the employees of a railroad corporation the right to make their own contracts concerning their own labor, is depriving them of 'liberty' and of the right to exercise the privileges of manhood 'without due process of law.' Being directed solely to employees of railroads, it is class legislation of the most vicious character. Laws must be not only uniform in their application throughout the territory over which the legislative jurisdiction extends, but they must apply to all classes of citizens alike. There can not be one law for railroad employees, another law for employees in factories, and another law for employees on a farm or the highways. Class legislation is dangerous. Statutes intended to favor one class often become oppressive, tyrannical, and prescriptive to other classes never intended to be affected thereby; so that the framers of our constitution, learning from experience, wisely provided that laws should be general in their nature and uniform throughout the State.

"For the reasons stated, I am of the opinion, first, that the contract set out in the defendant's answer is a valid contract; and, second, that the act of the legislature of Ohio which declares it to be void and invalid is unconstitutional. The demurrer to the answer is, therefore, overruled."

[From B. L. No. 9, March, 1897.]

CHESAPEAKE AND OHIO RY. CO. *v.* MOSBY, 24 Southeastern Reporter, page 916.—Edgar W. Mosby, who was a conductor of a freight train on the Chesapeake and Ohio Railroad, and while thus engaged was seriously injured in a collision, brought an action for damages against the railroad company. Pending said action he instituted a suit in the chancery court of Richmond, Va., to set aside a release of all claim for damages given by him to the railroad company on the ground that at the time he executed the release he was mentally incompetent. The chancellor, after hearing the case, granted the relief asked and set the release aside. From this action the railroad company appealed to the supreme court of appeals of the State, which rendered its decision April 16, 1896, and reversed the decree of the chancellor.

The opinion of said court was delivered by Judge Harrison, and in the course of the same he used the following language:

"'The law presumes that there is in everyone capacity to contract, and accordingly where exemption from liability to fulfill an engagement is claimed by reason of the want of such capacity, this fact must be strictly established on the part of him who claims the exemption. Moreover, it is only in certain prescribed cases that this protection can be claimed, and therefore weakness of mind, short of insanity or immaturity of reason in one who has attained full age, or the mere absence of experience or skill upon the subject of the particular contract, affords per se no ground for relief at law or in equity.' (1 Chit. Cont., 186.) The same author from whom this general rule has been quoted states its qualification thus: 'Although weakness of intellect, short of insanity, in one of the contracting parties is no ground per se for invalidating a contract, it may have the effect, if additional facts betraying an intention to overreach can be proved.' (2 Chit. Cont., p. 1050.)

"This rule with its qualification is substantially adopted by this court in Greer *v.* Greers, 9 Grat., 330. It was there said that, although the person may labor under no legal incapacity to do a valid act or make a contract, yet, if the whole transaction taken together, with all the facts, mental weakness being one of them, showed that consent, the very essence of the act, was wanting, it would be void. Where a legal capacity is shown to exist that the party had sufficient understanding to clearly comprehend, that he consented freely to the special matter about which he was engaged, and no fraud or undue influence is shown to have been used to bring about the result, the validity of the act can not be impeached, however unreasonable or imprudent it may seem to others. It is not the propriety or impropriety of the act, but the capacity to do the act freely that must control the judgment of the court.

"These general principles are entirely applicable and are all that need be invoked in considering the case before us.

"The plaintiff was very seriouly injured in a collision between 2 trains on the road of the defendant, he being conductor on one of said trains. It satisfactorily appears from the evidence that about 2 months after the accident the plaintiff went to the office of the superintendent of the defendant company and agreed upon a settlement of his claim for damages against the company. About 2 months after this agreement was made the plaintiff went to the office of the superintendent and collected $300 on account of this settlement and gave a receipt therefor, which fully describes the accident and admits that his injuries were received under circumstances exonerating the company from responsibility. On the 22d of September, 1891, the plaintiff again went to the office of the superintendent and collected the remaining $150 due under the agreement, and gave a final voucher therefor, which is a more elaborate paper than the first, reciting that the injuries were received under circumstances completely exonerating the company from liability, and that the amount was received in full compromise, satisfaction, and discharge of all his claims or causes of action, and particularly of all claims or causes of action arising out of personal injuries received by him in the accident as to which the settlement had been made.

"The plaintiff admits the genuineness of his signature to both these papers, but says that he has no recollection of signing any but the last one for $150, and further insists that both papers should be declared null and void, because at the time of their execution he was mentally incompetent, and that the defendant took advantage of his incapacity to procure them.

"The evidence wholly fails to sustain this contention; on the contrary, it shows that the plaintiff had an intelligent comprehension of his rights in the premises. The first receipt was given 4 months and the other 6 months after the accident, when the plaintiff had been going about for months.

"The plaintiff insists that the consideration for the settlement made by him was totally inadequate, and that this circumstance is sufficient to justify the court in releasing him from the contract he has made.

"If the plaintiff was at the time he signed the release competent to appreciate and understand its nature and effect—and we have seen that he was—and no unfair methods were used to induce him to sign it, then it makes no difference whether the settlement was, on his part, wise or unwise. So far as this transaction is disclosed by the record, it is absolutely free from the suspicion of fraud, advantage, or undue influence on the part of the defendant. There is nothing in the record upon which to base the contention that the consideration was inadequate. For aught that appears to the contrary it may have been a wise contract for the plaintiff to make. There is no evidence showing that the company was under any liability to the plaintiff, and none can be inferred, for in a suit by an

employee against a railroad company the mere proof of the accident raises no presumption of negligence against the company.

"The law favors the compromise and settlement of disputed claims. It is to the interest of all that there should be an end of litigation; and a settlement deliberately sought, as this was by the plaintiff, ought not to be set aside except upon the most satisfactory evidence.

"For the foregoing reasons the decree complained of must be reversed and set aside, and this court will enter such decree as the court below ought to have entered."

[From B. L. No. 18, September, 1898.]

PHARES *v.* LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY CO., 50 Northeastern Reporter, page 306.—This action, brought by William H. Phares against the above-named railway company, was heard in the circuit court of Elkhart County, Ind., and a judgment was rendered in favor of the company and the plaintiff's right to damages was denied. Phares appealed the case to the appellate court of the State, which rendered its decision April 26, 1898, and affirmed the judgment of the lower court.

The facts of the case are sufficiently stated in the opinion of the appellate court, which was delivered by Judge Black, and reads in part as follows:

"The court rendered judgment for the defendant upon a special verdict in an action brought by the appellant against the appellee. The controlling facts of the lengthy special verdict were as follows: The railroad company had two classes of freight brakemen, one called 'regular' freight brakemen and the other 'extra' freight brakemen. The appellant entered the service of the appellee on the 6th day of September, 1892, and during all the time of his service was an extra freight brakeman. He suffered a personal injury while in such service on the 29th of October, 1892. On the 25th of March, 1893, the appellant signed a writing, referred to in the special verdict as a proposition, and as a written option, and as an offer of compromise, as follows:

"'Elkhart, Indiana, March 25th, 1893. For and in consideration of the sum of one dollar to me in hand this day paid by the Lake Shore and Michigan Southern Railway Company, I hereby stipulate and agree to and with the same company that I will accept from it the sum of three hundred dollars, and, further, that I am to remain in the service of said company as brakeman as long as I want to, providing my work shall prove satisfactory to said company, as full settlement and satisfaction of all claims and demands of every kind, nature, and description which I have or may be entitled to have against said company by reason of personal injuries sustained by me while a freight brakeman of said company at or near Dune Park station, in the State of Indiana, on the 29th day of October, 1892; and in consideration thereof to execute and deliver to said company a full, perfect, and complete release and satisfaction, provided the same is paid to me within forty-five days from the date hereof. W. H. Phares. [Seal.] Witnesses: C. A. Theis, C. C. Needham.'

"'Elkhart, Indiana, March 25th, 1893. I, the aforesaid W. H. Phares, do hereby acknowledge receipt from the Lake Shore and Michigan Southern Railway Company, by the hands of C. C. Needham, its agent, the said sum of one dollar mentioned in the above agreement. W. H. Phares. Witnesses: C. A. Theis, C. C. Needham.'

"On the 10th day of May, 1893, the appellant signed a writing as follows:

"'Form No. 1284. Whereas on the 29th day of October, A. D. 1892, the undersigned, while in the employ of the Lake Shore and Michigan Southern Railway Company as freight brakeman, received certain injuries as follows, to wit: While uncoupling engine had his left hand caught between pin and end sill of car C. L. & W., 3718, one finger amputated, and another bruised, while in the discharge of his duties, at or near Dune Park Station, in the State of Indiana; and whereas I, the said William H. Phares, believe that my said injuries are the result of the negligence of said railway company, its officers, agents, and employees; and whereas the said railway company denies any and all negligence on the part of itself, its officers, agents, and employees, and denies any and all liability to me for damages for the injuries so as aforesaid by me sustained, but by reason of an offer of compromise made by me the said L. S. and M. S. Ry. Co., for the purpose of avoiding litigation, to receive and accept the sum of three hundred dollars in full accord and satisfaction for all claims for damages which I may or might have for the injuries aforesaid, have paid to me the sum of three hundred dollars, and agree to reemploy me as a freight brakeman for such time only as may be satisfactory to said company. Now, therefore, in consideration of the premises, and the payment to me of the aforesaid sum of three hundred dollars, the receipt

hereof I do hereby acknowledge, I do hereby release and forever discharge the id Lake Shore and Michigan Southern Railway Company and all other parties in terest of and from all actions, suits, claims, and demands for or on account of arising from the injuries so as aforesaid received, and every and all results reafter arising therefrom. Witness my hand and seal, at Elkhart, Indiana, is 10th day of May, A. D. 1893. William H. Phares. [Seal.] Signed, sealed, id delivered in presence of C. C. Needham, J. W. Gainard.'

" ' Lake Shore and Michigan Southern Railway Company to William H. hares, Dr. Issued April 28, 1893, c/o A. B. Newell, Chicago, Ill. For settlement full of all claims and demands to date, especially for personal injuries sus- ined at Dune Park, Indiana, October 29th, 1892, as per attached form G. S. 284, $300.00.

" ' Received, Elkhart, May 10th, 1893, of the Lake Shore and Michigan Southern y. Co., three hundred dollars, in full of the above account. $300.00. William . Phares.

" ' Correct: W. H. Cahniff, gen. sup't.

" ' Audited: C. P. Leland, auditor.

" ' Approved: P. P. Wright, ass't gen'l manager.'

" ' On the 25th of March, 1893, and during the whole of that month, and on the 0th day of May, 1893, and during the whole of that month, the appellant was mployed by the appellee as an extra freight brakeman; and from the time of his irst employment down to the 26th of June, 1894, whenever he was called upon to lo work, he was put upon the appellee's pay roll of extra freight brakemen, and le received pay as such. At the date last mentioned the appellee put in force a eniority list of all brakemen, whereby those in the appellee's service for the short- st time were put upon the list of extra freight brakemen, and the youngest of he extra freight brakemen in the service, to the number of 10, were temporarily aid off until business should revive. From that date to the commencement of his action the appellant's name was kept upon the list of the extra freight brake- men who were so laid off, to be called into service as extra freight brakeman, according to their seniority of service, whenever business should revive so as to give them active employment.

" While the proposition for compromise given by the appellant to the claim agent on the 25th of March, 1893, contained a stipulation on the part of the appel- lant that 'I am to remain in the service of said company as brakeman as long as I want to, providing my work shall prove satisfactory to said company,' the writ- ten instrument containing the release sent by the appellee through the claim agent in response to the appellant's proposition, and containing a reference thereto, to be signed by the appellant, and by him signed, bearing date May 10, 1893, did not contain such a stipulation or provision, but, instead of it, provided that the appel- lee agreed 'to reemploy me as a freight brakeman for such time only as may be satisfactory to said company.' The claim agent agreed with the appellant that the contract releasing the appellee should contain such a provision concerning the employment of the appellant as that contained in the appellant's proposition; but when the release came from the general officers to the claim agent, to be signed by the appellant, and the money consideration was paid, and the release was finally executed, it did not correspond with appellant's proposition and the claim agent's promise. There is no finding of any mistake or of fraud or fraudulent con- duct, no indication that the appellant did not know the contents of the papers which he signed, dated the 10th of May, 1893, which is the date throughout the verdict referred to as the time of the acceptance of the offer of compromise by the appel- lee, and as the date of the settlement between the parties. The contents of this instrument of release clearly indicated to the appellant that his proposition was not accepted as to all its stipulations by the appellee, and that it would settle upon different terms as set forth in the form of release sent by the general officers. As to the final agreement of settlement, there can be no doubt that it was con- tained in the paper dated the 10th of May, 1893. So far as it differed from the written proposition of the appellant or the oral promise of the claim agent, the appellant must be deemed to have consented to such variance when, without fraud or imposition, which can not be presumed, he accepted the money and attached his signature. No ground for the re-formation of the contract appears, if such had been the purpose of the action. The appellant was paid a specified sum for his services rendered after the compromise. They were all rendered in the capac- ity of an extra freight brakeman. It does not appear that this sum was not full payment for the services actually rendered. If he had been employed as a regular freight brakeman, he would have earned a larger sum. But the appellant had been employed only as an extra freight brakeman up to the time of his injury, and he served and was paid in that capacity after the compromise. The contract to

reemploy him as a freight brakeman is properly construed by considering the nature of his previous employment, and by looking to the manner in which the parties freely treated the contract, and acted upon it, the appellant serving as an extra and accepting pay as such. The judgment is affirmed."

[From B. L. No. 12, September, 1897.]

PITTSBURG, CINCINNATI, CHICAGO, AND ST. LOUIS RY. CO. v. COX, 45 Northeastern Reporter, page 641.—Suit was brought in the court of common pleas of Warren County, Ohio, by Charles C. Cox against the above-named railway company to recover damages for personal injuries received while in the employ of said company and due, as alleged, to negligence on its part. The evidence in the case showed the following facts: That the above-named railroad company, with two others, had each formed relief departments, and had associated themselves together under one common organization, known as the "Voluntary Relief Department of the Pennsylvania Lines West of Pittsburg;" that the object of said department was the establishment and management of a fund known as the "relief fund" for the payment of definite sums to employees contributing to the same when they should be disabled by accident or sickness, etc.; that said fund was formed by voluntary contributions by employees, and appropriations when necessary to make up any deficiency by the several railway companies; that the application signed by an employee desiring to become a member of said relief department contained the following stipulations: "And I agree that the acceptance of benefits from said relief fund for injury or death shall operate as a release of all claims for damages against said company [being his employer company], arising from such injury or death, which could be made by or through me, and that I, or my legal representatives, will execute such further instrument as may be necessary formally to evidence such acquittance;" that the plaintiff, Cox, was a member of said relief department, and that after he was injured he received benefits from the relief fund. This latter fact, together with the stipulation above quoted in his application for membership, was set up as a defense by the railway company as defendant, and a judgment was rendered for said defendant. The plaintiff appealed the case to the circuit court of Warren County, and as a result of the hearing the judgment of the court of common pleas was reversed. The defendant then carried the case on writ of error to the supreme court of the State, which court rendered its decision December 15, 1896, reversed the judgment of the circuit court, and affirmed that of the court of common pleas.

The opinion of the supreme court was delivered by Judge Spear, and the following is quoted therefrom:

"The ruling of the common pleas on the demurrer is assailed on the ground that the contract set up is invalid, because (1) it is prohibited by the act of April 2, 1890 (87 Ohio Laws, 149), 'for the protection and relief of railroad employees,' etc.; (2) because it is against public policy; (3) for want of mutuality; and (4) for want of consideration moving from the company to Cox for the agreement to release claims for damages. In support of the second defense it is insisted that the act of April 2, 1890, as to the clauses referred to, is unconstitutional, because it strikes down the voluntary right to contract; that the contract is not, in fact, against public policy, whether declared so by the statute or not, and that the mutual beneficial stipulations and averments of fact abundantly show both mutuality and consideration.

"1. It would be a needless waste of effort to discuss the constitutional question propounded, unless, upon an examination of the contract and the statute, it shall be found that such a contract is among those forbidden. First, therefore, we give attention to that inquiry. The part of the statute to which attention is directed is the following: 'And no railroad company, insurance society, or other person shall demand, accept, require, or enter into any contract, agreement, stipulation with any person about to enter or in the employ of any railroad company whereby such person stipulates or agrees to surrender or waive any right to damages against any railroad company thereafter arising for personal injury or death, or whereby he agrees to surrender or waive, in case he asserts the same, any other right whatsoever.' To what sort of a contract does this language apply? It is to be assumed that the legislature intended to confine its action in forbidding the making of contracts upon subjects in themselves lawful, by persons sui juris, to such contracts as are inimical to the State—that is, against public policy—for the right to contract is one not given by legislation, but inherent, necessarily involved in the ownership of property, and as a primary prerogative of freedom, and we should not construe the words of an act so as to restrain this right where the conflict with public policy is not clear, unless the language will bear no other construction. As to the first clause, perhaps it is sufficient to say that it clearly

pears the contract does not come within the terms of the inhibition, for the rea-
n that the employee does not therein agree to waive a right to damages there-
:er arising for personal injury or death. He simply agrees that he will elect,
:er the injury is incurred, which form of recompense he will demand. In what
ential does the second clause differ from the first? It is the same in effect as
ough it should be worded 'or whereby, in case he asserts his right to sue the
mpany for personal injury or death, he agrees to surrender or waive any other
ght whatsoever.' He may not stipulate that in case he sues the company for
mages for personal injuries he will surrender any other right. What here is
eant by the term 'right?' Does it mean any fanciful claim which an ingenious
rson may invent or does it mean a tangible legal right, one resting on contract or
tort, which would be recognized and enforced by law? Common sense would
y, it seems to us, that it means the latter. This leads to an inquiry as to the
aracter of the right which is secured to an employee who becomes a member of
e 'voluntary relief department' and entitled to the benefits of the 'relief fund.'
the contract be valid, it gives to the member a right, in case of disability on
count of hurt or sickness, to receive certain payments from the relief fund so
ng as the disability continues; but, as a condition of the exercise of this right,
id as a modification of it, the member must disclaim any right to sue the com-
ny in whose employ he is for damages arising from the injury; that is, the right
the benefits is not, by the terms of the contract, an absolute right. It is, at
st, a contingent right; and, if this be so, then it is not, unless the stipulation
to be overthrown as against public policy, a legal right, after the party has
ected to sue the company, which the law recognizes and will enforce, for the
w will not enforce as an ultimate right a claim which rests upon a condition
hich is repudiated by the party making the claim. Perhaps the point would be
earer if the party had, without accepting benefits, recovered against the com-
ny and then sought to recover also the benefits against the fund. No one could
ossibly suppose in such case that his right to recover was absolute or could in
ny aspect have a legal existence or become the subject of a waiver if the party's
wn contract is to be observed. This for the reason that he has no other right to
rrender or waive, because the moment he asserts the right to sue the company,
ie other, which is but a right inchoate, by the very terms of the contract which
ave it existence, disappears. And if the right is not an absolute one in the one
ase, how can it be in the other? Putting the conclusion in a sentence, the second
nhibition is not essentially different from the first; it is but an extension of it.
hat applies only to waiver of a right to damages arising from personal injuries
r death. This extends to all rights whatsoever. But in any case the law con-
emplates a legal right. Taking the statute as a whole, the contract inhibited is
contract which, by its terms, waives the right of action on the part of the
mployee, while the contract in question does not seek to waive a right of action,
ut expressly reserves it, and only gives to his election of remedies, made after
ie injury, the effect of a waiver of the other remedy. To deny such a right
ould be to deny the right to settle controversies. The law favors the exercise
f this right; it does not disapprove it. We think the contract set up in the
nswer is not fairly within the inhibitory terms of the act when reasonably con-
trued; and this conclusion makes it unnecessary to consider the question of the
nconstitutionality of the statute.

"2. Is the contract itself against public policy? To be so it must in some man-
er contravene public right or the public welfare. It must be shown to have a
ischievous tendency as regards the public. And this should clearly appear.
he ground urged is that it tends to make the company less careful in the opera-
ion of its road. In other words, it encourages negligence. And if it be of that
haracter, then it would contravene public policy and be void, in that it would
ave a tendency to induce the employment of men less prudent and careful,
hich would tend to endanger the property and lives of travelers as well as of its
mployees. But this claim arises, we think, from a misconception of the con-
ract in assuming that by the contract the employee releases some future right of
ction against the company. On a previous page we have undertaken to show
hat such is not the case; that there is no waiver of any cause of action which the
mployee may become entitled to, and that it is not the signing of the contract,
ut the acceptance of benefits after the accident, that constitutes the release.
When that occurs he is not stipulating for the future; he is but settling for the
ast. He accepts compensation for injury already received. If he is injured and
he company is not liable (a condition which follows in much the larger propor-
ion of the accidents to employees on railroads), he may accept the benefits; if
he company is liable, he may decline benefits and sue. How can this injuriously
ffect the public? We fail to perceive how the contract in question contravenes
ny interest of the public.

"3. Nor is the contract void for want of mutuality, nor for lack of consideration. Moved thereto by the stipulations of the employee members, the company assumes the obligation to take charge in part of the administration of the association, to pay all the operating expenses, to take care of its funds, pay interest thereon and be responsible for their safe-keeping, and to make appropriations to supply any deficiencies. The promises are both concurrent and obligatory on both. Both promise and both pay in consideration of promises and payment by the other, and the fact that third persons are interested does not impair the force of the obligation. If these stipulations do not supply consideration, it would be difficult to frame such as would; and, there being express assent to the terms of the contract by both parties, the element of mutuality is not wanting.

"Our conclusion is that the contract set up is not interdicted by the statute, and that it is neither against public policy nor void for want of mutuality or consideration. Judgment of the circuit court reversed and that of the common pleas affirmed."

[From B. L. No. 13, November, 1897.]

CHICAGO, BURLINGTON AND QUINCY R. R. CO. *v.* CURTIS, 71 Northwestern Reporter, page 42.—Action was brought in the district court of Jefferson County, Nebr., by William H. Curtis against the above-named railroad company to recover damages for injuries received while in its employ. Judgment was rendered for the railroad company, and the plaintiff, Curtis, brought the case on writ of error before the supreme court of the State, which rendered its decision May 5, 1897, and affirmed the judgment of the lower court. The evidence showed that the plaintiff, while attempting to couple two freight cars belonging to another railroad company, had his right hand crushed between the deadwoods and so bruised that amputation was necessary and was performed; that he was a member of the Burlington Voluntary Relief Department; that in joining said department he had signed a contract which contained the following language: "I also agree that, in consideration of the amounts paid and to be paid by said company for the maintenance of the relief department, the acceptance of benefits from the said relief fund for injury or death shall operate as a release and satisfaction of all claims for damages against said company arising from such injury or death which would be made by me or my legal representatives;" that after his injury the plaintiff applied for and received benefits, and that at various times the railroad company had contributed to the relief fund when it fell short of the amount necessary to satisfy claims. The plaintiff claimed negligence on the part of the company in the equipment of its cars, and that the contract he had signed in joining the relief department was of no effect and could not bind him.

The opinion of the supreme court was delivered by Judge Harrison, and from the syllabus of the same, which was prepared by the court, the following is quoted:

"1. It is one of the duties of a railroad company as a common carrier to receive and transport over its line of road, cars of other companies, if the gauge of the road is suitable, and the cars are not defective or out of repair, or of such unusual and peculiar construction as to be unreasonably hazardous or dangerous to work with or handle.

"2. That a car belonging to a road other than the one on which a brakeman is employed is equipped with double deadwoods or buffers is a fact which is open, apparent, and obvious to any person attempting to couple the car; hence, any risk attendant on such coupling is of the hazards incident to the duty, and assumed by the employee; and this is true notwithstanding the cars in general use on the road on which the brakeman is employed are equipped differently, or with single deadwoods.

"4. The contract signed by an employee of the railroad company on becoming a member of what was known as the 'Burlington Voluntary Relief Department,' to the effect that if he should be injured, and receive moneys from the relief fund of said relief department on account thereof, the acceptance of such moneys would operate as a release of such employee's claim against said railroad company for damages because of such injury, construed, and held (1) that such contract of an employee did not lack consideration to support it; (2) that the promise made by the employee to the relief department for the benefit of the railroad company was available to the latter as a cause of action or defense; (3) that such contract was not contrary to public policy; (4) that the effect of such contract was not to enable the railroad company to exonerate itself by contract from liability for the negligence of itself or servants; (5) that the employee did not waive his right of action against the railroad company in case he should be injured by its negligence by the execution of the contract; (6) that it is not the execution of the contract

at estops the injured employee, but his acceptance of moneys from the relief partment on account of his injury after his cause of action against the railroad account thereof arises."

[From B. L. No. 13, November, 1897.]

MISSOURI, KANSAS AND TEXAS RY. CO. *v.* RAINS, 40 Southwestern Reporter, age 635.—Action was brought in the district court of Grayson County, Tex., by . R. Rains against the above-named railway company to recover damages for injuries received while in its employ. A judgment was rendered for the plaintiff, nd the defendant company appealed the case to the court of civil appeals of the tate, which rendered its decision May 12, 1897, and affirmed the decision of the ower court.

But one point decided is of special interest, and the following, quoted from the pinion of the court of civil appeals, delivered by Chief Justice Fisher, shows the ame:

"It appears from the facts that, as a result of his injuries, the plaintiff will receive on an accident policy the sum of $430. It is contended by appellant that the court erred in refusing to instruct the jury to the effect that they could consider this sum in mitigation of the damages which the plaintiff may be entitled to. There was no error in this ruling. The rule upon the subject, which is sustained by the weight of authority in this country and in England, is to the effect that a payment upon a policy of insurance can neither be considered as a defense or in mitigation of an action for damages against a wrongdoer. We find no error in the record. Judgment affirmed."

[From B. L. No. 15, March, 1898.]

ECKMAN *v.* CHICAGO, BURLINGTON AND QUINCY R. R. CO., 48 Northeastern Reporter, page 496.—This was an action brought in the superior court of Cook County, Ill., by Charles H. Eckman, against the above-named railroad company, for damages for injuries sustained while in the service of said company. The evidence showed that on August 29, 1891, while a freight train was standing on the main track, Eckman was directed by a foreman to crawl under the engine and tighten up a valve, and while so under the engine another train ran into the rear end of the freight train, thereby forcing the engine forward, and dragging him quite a distance, breaking his leg and ankle, etc. The railroad company relied upon the fact that Eckman was a member of the Burlington Voluntary Relief Department, and that he had received the benefits provided by that department, as a complete defense.

The Burlington Relief Department was organized June 1, 1889, and its object was declared to be "establishment and management of a fund, to be known as the 'relief fund,' for the payment of definite amounts to employees contributing thereto, who are to be known as 'members of the relief fund,' when, under the regulations, they are entitled to such payment by reason of accident or sickness, or, in the event of their death, to the relatives or other beneficiaries designated by them." This fund consisted of voluntary contributions from the employees, income derived from investments and from interest paid by the company, and appropriations by the company when necessary to make up deficiencies. The railroad company has general charge of the department, guaranteed the fulfillment of its obligations, paid interest at 4 per cent per annum on monthly balances in its hands, supplied all the necessary facilities for conducting the business of the department, and paid all its operating expenses. There was also an advisory committee, having general supervision of the department, which consisted of the general manager of the railroad as chairman, 6 members selected by the employees of the different divisions of the railroad company, and 6 members selected by the board of directors of the company, the chairman having no vote except in case of a tie. The company agreed to pay any deficiency in the amount required to meet the claims on the fund. No employee was required to become a member of the relief fund, and any member could withdraw altogether at the end of any month. The members were divided into different classes, depending upon the amount of their contributions. Each member contributed monthly a specified sum, according to the class to which he belonged, which was deducted from his wages and placed to the credit of the relief fund. All the employees of the company who passed a satisfactory medical examination were eligible for membership. If a contributing member was under disability, whether such disability arose from an injury received while at work or from sickness, he was entitled to be paid from the fund a certain sum per day, varying according to the contribution which

he was making. In case of his death the beneficiary designated by him was entitled to be paid a specified sum, as designated in the membership contract. The regulations also provided a form of application, which was used by Eckman, in which he agreed to be bound by the regulations of the relief department to the effect that a certain specified portion of his wages should be applied as a voluntary contribution for the purpose of securing the benefits provided; that the application, on approval by the superintendent of the relief department, should make him a member of the relief fund, and constitute a contract between him and the company; that his leaving the employment of, or discharge by, the company should terminate the contract, except as to benefits accrued and as to death benefits. Said application also appointed the beneficiaries in case of death, and contained the following agreement: "I also agree that, in consideration of the amounts paid and to be paid by said company for the maintenance of said relief department, and of the guaranty by said company of the payment of said benefits, the acceptance by me of benefits for injury shall operate as a release and satisfaction of all claims against said company and all other companies associated therewith in the administration of their relief departments for damages arising from or growing out of said injury." The regulations provided further that, should a member or his legal representative bring suit against the company for damages on account of injury or death of such member, payment of benefits on account of the same should not be made until such suit was discontinued; and that, if the suit should proceed to judgment or be compromised, all claims on the relief fund for benefits on account of such injury or death should be thereby precluded. The company, since the organization of the relief department, had from time to time paid in large sums on account of the insufficiency of the contributions of members to meet claims on the benefit fund, had paid operating expenses, and had given office rent and the services of officials and clerks free. The contributions of the members had never been applied to any other purposes than the payment of benefits. No part of it had ever been used for the payment of expenses.

Eckman made application for membership in the Burlington Voluntary Relief Department July 18, 1890, which application was approved August 4, 1890. It provided that $2.10 should be deducted from his wages monthly for the purpose of securing the benefits provided for a member of the second class, with twice additional death benefits of the first class. These benefits, as shown by the book of regulations, were, for disability by reason of accident, $1 for each day of a period not to exceed 52 weeks, with 50 cents a day thereafter during the continuance of the disability. Any bills for surgical attendance were to be paid by the relief department. The two additional death benefits of the first class were $250 each, which, with the $500 belonging to the second class, made the total death benefit $1,000, to which his beneficiary would have been entitled in case of death. Eckman received $245 for benefits, being the amount he was entitled to under the regulations. There was also paid on his account for nurses, medicine, and surgical attendance the sum of $121.90. The receipt of these amounts as benefits due him from the relief fund was not disputed.

Upon the above state of facts judgment was rendered for the railroad company, and Eckman appealed the case to the appellate court for the first district of the State, which affirmed the judgment of the superior court. He then appealed the case to the supreme court of Illinois, which rendered its decision November 8, 1897, and affirmed the decisions of the lower courts.

From the opinion of the supreme court, which was delivered by Judge Carter, the following is quoted:

"The real controversy in this case is not whether the injury to the appellant complained of was caused by the negligence of the appellee company, but whether the receipt by the appellant of the benefits provided by the company under its contract with the appellant through its relief department, mentioned in the record as the Burlington Voluntary Relief Department, after the happening of the injury, constituted a sufficient defense to the action. It was not disputed that after the happening of the injury appellant received through this department of the company in installments, from time to time, the aggregate sum of $245 as such benefits on account of the injury and under his contract of membership, and that there was also disbursed by said department for appellant for nurses, medicine, and surgical attendance the sum of $121.90. But it is contended, in the first place, by appellant, that the company could not, by a contract in advance, exempt itself from liability to its employees for its gross negligence; that such a contract would be contrary to public policy and void. The correctness of this position is undoubted, and it is not disputed on the part of the appellee; but its contention is that the contract here in question is not of that character; that, on the contrary, it merely provided for an accord and satisfaction after the injury had been received, and at the election of the injured employee; and that after the injury

in this case there was such accord and satisfaction, and that the same is a complete bar to a recovery in this suit. Contracts of this character have been the subject of judicial investigation in many cases in different states, and it has been almost uniformly held, where the question has arisen as in this case, that they are not void as being against a sound public policy.

"In every case of injury the injured party has the right to compromise the damages for any valuable consideration, no matter how small; and, if he chooses to accept a smaller amount than he might have been able to secure at the hands of a jury, such settlement is nevertheless a full accord and satisfaction, and a bar to the prosecution of any suit for damages for such injuries. Here is an agreement made between the railroad company and the appellant that the acceptance of the benefits should release the railroad company from responding in damages as the result of an action at law. It is not this agreement alone that constitutes the release, but the acceptance of the benefits therein stipulated, well knowing that the acceptance of such benefits will have the effect of a release. That the appellant knew what the effect of the acceptance of the benefits was is not disputed. He was furnished with a handbook which plainly stated that an injured member may either accept the benefits of the fund or rely upon the issue of a suit; that he can not do both. The agreement is not against public policy, as it merely puts the employee to his election, after an injury has been sustained by him, either to take the benefits of the relief fund, to which the appellee has materially contributed, or to sue for damages in a court of law.

"Appellant's next contention is that the appellee has no right to go into the insurance business, and that the whole relief-department scheme is both illegal under the insurance laws of this State and ultra vires of a railroad corporation.

"That such relief department is not an insurance company has been held in Donald *v.* Railway Co. (61 N. W., 971) and Johnson *v.* Railroad Co. (29 Atl., 854). The latter part of section 31 of chapter 32 of the Revised Statutes of Illinois of 1881, as amended in 1883, provides that 'associations and societies which are intended to benefit the widows, orphans, heirs, and devisees of deceased members thereof, and members who have received a permanent disability, and where no annual dues or premiums are required, and where the members shall receive no money as profit or otherwise, except for permanent disability, shall not be deemed insurance companies.' While sick benefits, such as are usually paid by secret and fraternal societies, are not mentioned in express terms in the section quoted, we think they may be fairly construed to be within the spirit of the same. In fact, no mention of the payment of sick benefits occurs in any of our insurance statutes until the statute of 1893 on fraternal beneficiary societies. The business done by the relief department was not prohibited by the statutes relating to insurance companies in force at its organization, nor at the time of the injury to appellant; but whether the contract, where it had not been performed by the payment and receipt of the money, or whether the organization of the relief department would or [would] not be held to be ultra vires the corporation, is a question not necessary to the decision of this case. Appellant can not invoke that defense against appellee after having received the benefits secured to him by his contract. It is a general rule that a corporation can not avail itself of the defense of ultra vires where a contract, not immoral in itself, nor forbidden by any statute, has been in good faith fully performed by the other party and the corporation has had the full benefit of its performance. And this rule applies with equal force to the other party setting up that the contract was ultra vires the corporation. The appellee paid as it agreed to do, and the appellant has accepted such payment, and the contract has been fully executed. It is therefore immaterial to inquire whether the contract or the organization of the relief department was ultra vires the corporation or not. That question does not properly arise in this case."

A dissenting opinion was delivered by Judge Magruder, which reads as follows:

"It is not lawful for a railroad company to engage in the insurance business. A corporation can only exercise such powers as are expressly granted to it, or such implied powers as may be necessary to carry out or effectuate its express powers. A railroad company is authorized by its charter to carry freight and passengers. It is a common carrier and nothing else. The insurance of its employees is not one of its implied powers. If it be true that a railroad company can insure its employees because they need insurance, then it can go into the tailoring or clothing business because its employees need clothes, or operate a farm to raise cattle and hogs and poultry and wheat and corn because its employees need food. Such an extension of the implied powers of a railroad company as is thus indicated would lead eventually to an absorption by the railroad companies of all the employments and all the business of the country. Monopolies created by the gradual reaching out of railroads into the various departments of business in no way connected with the original purposes of their organization are dangerous to the liberties of the people."

[From B. L. No. 18, September, 1898.]

PITTSBURG, C., C. AND ST. LOUIS RY. CO. *v.* MONTGOMERY, 49 Northeastern Reporter, page 582.—Action was brought in the circuit court of Cass County, Ind., by William J. Montgomery, against the above-named railroad company, to recover damages for personal injuries due to the negligence of the said company and sustained by him while in its employ. A judgment was rendered for Montgomery, and the defendant company appealed the case to the supreme court of the State, which rendered its decision February 19, 1893, and affirmed the judgment of the lower court. The opinion of the supreme court was delivered by Judge McCabe, from which the following quotation is taken:

"It is contended that the circuit court erred in sustaining the plaintiff's demurrer to the second paragraph of the defendant's answer. It sets up that on the 8th day of March, 1893, and prior to the defendant's injury, he became a member of the volunteer relief department of the Pennsylvania lines west of Pittsburg, and was such member at the time he was injured, and so continued long after his said injury; that the management of said department is under the charge of said lines west of Pittsburg; that said fund is made up of stated contributions from said lines and the employees thereon, and said lines guarantee the fulfillment of all the obligations of said department, and make up and pay all deficiencies in the amounts necessary to pay all benefits to its members. In becoming a member of said relief department, he agreed to be bound by its rules and regulations, among which were that each member, on complying with its rules, was entitled to receive stipulated benefits on account of disability incurred by injury received to such member in the service of the company. This agreement is all set forth in the appellee's written application for membership and signed by him, and among the stipulations contained therein is the following, namely: 'And I agree that the acceptance of benefits from the said relief fund for injury or death shall operate as a release of all claims for damages against said company arising from injury or death which could be made by or through me, and that I, or my legal representatives, will execute such further instrument as may be necessary formally to evidence such acquittance.' And it is further averred that after receiving the injury complained of, while disabled thereby, he accepted benefits from said relief department to the amount of $385. But it is contended by the appellee that by the fifth section of the act we have been considering the contract set up in this answer as a bar is made void. The contract set up is shown therein to have been entered into after the act took effect and became a law. The section reads thus: 'All contracts made by railroads or other corporations with their employees, or rules or regulations adopted by any corporation, releasing or relieving it from liability to any employee having a right of action under the provisions of this act are hereby declared null and void.' The balance of the section makes the whole act apply to future injuries, and not to past. The validity of this section is assailed on the grounds that it violates the bill of rights and the fourteenth amendment of the Federal Constitution. What we have said as to the validity of the other parts of the act, under these constitutional provisions, is applicable to this section, and hence it must be held not to infringe them.

"Assuming that it [the fifth section] is valid, and makes contracts releasing or relieving corporations from liability under the act absolutely void, appellant's learned counsel contend that there is nothing in the agreement set forth in the second paragraph of the answer relieving or releasing the company from liability for negligence, or from any liability whatever. They say appellee 'elected to accept benefits from the relief fund, and, having done so, he can not maintain this action for damages. That is the essence of his agreement.' Appellant's counsel further say in one of their briefs that 'the payment and acceptance of benefits under the terms of the contract in this relief fund is simply a compromise and settlement of the claim of the injured employee against the company.' Let us suppose that the above statement is true. It is certainly the strongest and best statement that can be made of appellant's position. What is it that makes the acceptance of benefit from the relief fund a compromise and settlement of appellee's claim? Only one answer can be made to this question, and that is that the antecedent contract alone makes it such. There is no allegation in the answer that in accepting the benefits appellee made any agreement or compromise whatever, and there is no claim that he did. He simply accepted that which he had a legal and moral right to demand. His own contributions helped to create the fund, and his injury brought him within the rules and regulations entitling him to the benefits. So, even if it was a compromise and settlement, it was such wholly before the injury occurred, and, that being so, it amounts to nothing more than an attempt to secure a release of future liability under the act, call it by whatsoever

me we may. But such acceptance is not, in any proper or legal sense, a com-mise and settlement of liability under the act. The language of the contract is: "'And I agree that the acceptance of benefits from said relief fund shall operate a release of all claims for damages against said company arising from such jury or death,' etc. So, by the express terms of the contract, it is a release, d not a compromise and settlement. The acceptance of benefits shall operate a release. But what makes it so? If the antecedent contract was abrogated, e acceptance of benefits would have no effect whatever upon the question of pellant's liability under the act; because he had a legal and moral right, as fore remarked, to demand and receive such benefits. So, if the release takes ace, it is not by virtue of the acceptance, but it is by the force, vigor, and effect the antecedent contract. It breathes that effect into the acceptance.

"Appellant's learned counsel contend that an exact copy of this contract was eld valid in the following cases: Johnson *v.* Railroad Co. (163 Pa. St., 127; 29 tl., 854); Ringle *v.* Railroad Co. (164 Pa. St., 529; 30 Atl., 492); Locase *v.* Penn-ylvania Co. (10 Ind. App., 47; 37 N. E., 423); Donald *v.* Railway Co. (93 Iowa, 34; 61 N. W., 971). The first three cases just cited were decided in states not aving employers' liability acts forbidding contracts of this kind in force at the ime the injury sued for occurred. And they proceeded upon the sole ground hat the contract did not violate public policy, and therefore they were upheld. Without either approving or disapproving of the rule laid down by the Pennsyl-ania supreme court and our own appellate court, yet the United States circuit ourt for the district of Colorado decided the question the other way in a strong and able opinion in Miller *v.* Railway Co. (65 Fed., 305); and we think there is a marked distinction in the rule where a contract is charged with violating public policy and where it contravenes a positive statutory prohibition, and especially where the statute provides that the inhibited contract shall be null and void. As was said in Brooks *v.* Cooper (50 N. J. Eq., 761; 26 Atl., 978): 'Where there is no statutory prohibition, the law will not readily pronounce an agreement invalid on the ground of policy or convenience, but is, on the contrary, inclined to leave men free to regulate their affairs as they think proper. * * * Now, the intention of the contract was to contravene the statute, and this intention is revealed in the contract. This renders the contract vicious and unenforceable.' As we have before said, the contract in question is a release of appellant's liability under the act upon a certain condition. That it is a conditional release of such liability, dependent upon the happening of the condition, namely, the acceptance of said benefits by appellee, there can be no doubt. If that condition happens, as it did, appellant's liability under the act is released by virtue of the antecedent contract, if it is enforced. If it is enforced, it must be so done in violation of the statute which makes all such contracts null and void. That certainly more than tends to obstruct both the letter and spirit of the statute.

"If we were even mistaken in construing this contract as a conditional one, so as to bring it within the condemnation of the statute in question, it unquestionably falls within the principle laid down by Wharton, thus: 'The prohibition of a statute can not be evaded by putting a contract in a shape which, while nominally not inconsistent with the statute, virtually contravenes its provisions. * * * If a contract conflicts with the general policy and spirit of a statute governing it, it will not be enforced, although there may be no literal conflict.'

"We are therefore of opinion that the contract set up in the second paragraph of the answer is in contravention of the statute, and hence, by force thereof, the contract so set up is null and void; and, that being so, said answer was bad, and the circuit court did not err in sustaining the demurrer thereto for want of sufficient facts. The judgment is affirmed." [Other sections of this decision covered questions relating to the statutory limitation of the fellow-servant rule, and are therefore quoted under that heading. (See page 1081.)]

[From B. L. No. 20, January, 1899.]

CARPENTER ET AL. *v.* CHICAGO AND EASTERN ILLINOIS RAILROAD CO., 51 Northeastern Reporter, page 493.—Action was brought by Mary E. Carpenter and others, the widow and children of one Emanuel Carpenter, deceased, against the above-named railroad company and the American Casualty Insurance and Security Company upon a contract of accident insurance. The case was heard in the circuit court of Clay County, Ind., and the railroad company separately demurred to the complaint as not stating facts sufficient to constitute a cause of action against it. Said demurrer was sustained by the circuit court, and the plaintiffs appealed to the appellate court of the State, which rendered its decision October 27, 1898, and sustained the action of the circuit court.

[illegible] case are set out in the opinion of the appellate court [illegible] Justice Henley, and the following is quoted therefr[illegible]

[illegible] is upon a written contract, and is in one paragraph. It [illegible] Carpenter, the settlement of his estate without admin[illegible] are his heirs and only heirs at law. It alleg[illegible] was executed by all of the parties to this action, and mak[illegible] a part of the complaint. This contract is in the following [illegible] that Emanuel Carpenter, Sec. 25, Coal Bluff, is insured [illegible] Insurance and Security Co., of Baltimore, Md., against [illegible] bodily injury or death. By the terms of the policy the [illegible] as he remains an employee of the Chicago and E[illegible] will receive through the paymaster of that railroad [illegible] however and whenever happening, between the [illegible] day of May, 1893, the following benefits: (1st) For accid[illegible] death, one-half of his usual wages during disablem[illegible] weeks; also, doctor bills. (2d) For accidental [illegible] death his legal representatives will receive one-half of his [illegible] and doctor bills and funeral expenses. The above be[illegible] to said person except for accidents sustained while he is in [illegible] Chicago and Eastern Illinois Railroad Co., and only between [illegible] day of May, 1893. No benefits will accrue hereunder for a[illegible] as the result of a riot or other violation of law. This cert[illegible] accordance with the policy of insurance issued by the Ame[illegible] and Security Co. to the Chicago and Eastern Illinois Rail[illegible] of its employees. Dated at Chicago, Ill., this 1st day of Ju[illegible] American Casualty Insurance and Security Co., W. E. Midgl[illegible] and Eastern Illinois R. R. Co., by Charles H. Rockwell, gen[illegible] that a certain policy of insurance written by appell[illegible] by appellee for the benefit of its employees, and [illegible] for said policy was collected from said employees by appel[illegible] out of the monthly wages of each insured employ[illegible] was one of appellee's employees, and that appel[illegible] wages the sum of $2 per month, which went into the [illegible] pay for said insurance; that appellant's decedent was acc[illegible] employ of appellee, and in the line of his said employment, [illegible] accidental injury occurred during the term of said insurance, and [illegible] he was wholly disabled, and lingered a long time, and [illegible] that the wages, doctor bills, and other moneys which [illegible] of insurance provided should be paid on the happening [illegible] in the complaint have never been paid. Judgment for $[illegible] is demanded.

"Does the complaint state facts sufficient to create a liability upon the part of the appellee? We are unable to find in the complaint any averment charging appellee with a breach of any contract declared upon, or the breach of any duty owing to appellants or their decedent. It is not charged that the moneys, or any part thereof, which appellee deducted from decedent's wages was not applied to the payment of premiums due from him to appellee's codefendant; neither is it charged that appellee received and retained any moneys from the said insurance company which were due appellants under the policy taken out for the benefit of Emanuel Carpenter, deceased. It seems clear to us that this action can not be maintained against appellee. There was no contract of insurance between appellee and Emanuel Carpenter. The contract of insurance was entered into between appellee and its codefendant, and was for the benefit of said Emanuel Carpenter; he accepted its terms, and paid to appellee the amounts necessary to insure him the benefits, he was the third party for whose benefit the contract was made, and under the well settled rules of law, as announced by the decisions of our supreme court, he, or his heirs in case of his death, could enforce the contract against the insurance company if his injury was such a one as would bring him within the provisions of the policy. We find no error in the record. Judgment affirmed."

(From R. L. No. 22, May, 1899.)

JOHNSON *v.* CHARLESTON AND SAVANNAH RAILWAY CO., 32 Southeastern Reporter, page 2. This suit was brought by Willis Johnson against the above-named railway company to recover damages for injuries incurred by him while in its employ. The case was heard in the common pleas circuit court of Charleston County, S. C., and a judgment was there rendered for the defendant company. The plaintiff then appealed the case to the supreme court of the State, which

endered its decision January 16, 1899, and affirmed the decision of the lower court. Upon the questions at issue the supreme court was evenly divided, and n such cases, under the constitution of the State, the judgment appealed from tood affirmed.

Justice Pope delivered an opinion in which he stated it to be his opinion that he judgment of the lower court ought to have been reversed, and from said pinion the following is taken:

"This action for damages came on for trial before his honor Judge R. C. Watts. The hearing was confined to an oral demurrer to the second affirmative lefense set up in the answer, which demurrer was overruled, and from the order of Judge Watts overruling the same an appeal is now presented to this court."

Justice Pope here sets out the pleadings in full, the essential points of which are in substance as follows: In his "complaint" the plaintiff alleged that at the time of the accident he was in the employ of the company as a fireman, actively engaged at work on a train; that it became his duty to stand on a platform on which wood was piled, and from said platform to load the tender with fuel; and after having supplied the tender with wood, at a signal that the engine was about to move, he endeavored to step onto the engine; that owing to the broken and unsound condition of the platform it broke under his weight and forcibly precipitated him under the engine; that by reason of the said fall he was seriously injured; that the condition of the platform was the result of the carelessness and negligence of the railroad company, etc. In its "answer" to this complaint the defendant company denies most of its allegations, and sets up by way of a second affirmative defense, the first being of no importance here, that at the time of the accident the plaintiff was a member of the Plant System relief and hospital department; that said department was an organization formed by the defendant and other railroad companies for the purpose of establishing and managing a fund for the payment of definite amounts to employees contributing thereto, who are entitled thereto under the regulations, when they are disabled by accident or sickness, and to their families in the event of death; that the fund was formed from contributions from the employees and the Plant System, from income derived from investments, and from appropriations from the Plant System when necessary to make up a deficit; that prior to his accident the plaintiff had applied for membership, and in said application agreed to be bound by all the regulations of the relief and hospital department; that in said application he further agreed that, in consideration of the contributions of the railroad companies to the fund and of the guaranty by them of the payment of the benefits, the acceptance of benefits from the said department for injury or death should operate as a release of all claims against said companies, and each of them, on account of said injury or death; that when the plaintiff was injured he became entitled to the benefits coming out of his membership in said department; that he immediately applied for such benefits, and received such as he was entitled to as a member of said department; that in accordance with the regulations of said department he also received free medical and surgical attendance from the surgeons of the company, and care and treatment in said company's hospitals free of charge; that the plaintiff duly receipted for the benefits paid him, and in consideration of such payment to him he duly released and forever discharged the defendant company and all companies belonging to the Plant System from all claims for damages arising from his injuries, and that said release, etc., was duly signed and sealed and delivered by the plaintiff to the said relief and hospital department.

To the above the plaintiff interposed his "demurrer" and moved that the answer be dismissed on the ground that it did not state facts sufficient to constitute a defense as to the contract alleged therein, to the effect that in consideration of the benefits received from the relief and hospital department the plaintiff should release the defendant from all claims for damages by reason of accidental injury or death, was contrary to law and against public policy, and could not, therefore, be pleaded as a defense. Justice Pope continues as follows:

"This demurrer was overruled; and his honor said: 'There is no question in my mind that a contract of that kind, whereby a railroad company attempts to relieve itself of any liability on account of negligence, is contrary to public policy; and, where the party enters into the contract beforehand, he would not be estopped from bringing his action for damages against the railroad company. It seems, in this case, that the plaintiff had entered into that agreement relieving the railroad company before he was injured. After he was injured he was put to his election as to whether he would sue the railroad company or go ahead and carry out the contract and receive the benefits of that contract. It seems to me that the decision in the case of Price *v.* Railroad Co. (33 S. C., 556; 12 S. E., 413) would control this case, and I think the plaintiff is now estopped from bringing his action

against the railroad company, having elected to [illegible] contract, and from suing the railroad company [illegible] the demurrer.' Counsel for the plaintiff [illegible] of intention to appeal. Exceptions: (1) Because [illegible] the said second affirmative defense set up in the answer [illegible] fact sufficient to constitute a defense. (2) Because [illegible] that a contract whereby a railroad corporation [illegible] caused by the negligence of itself or its servants [illegible] stitution of the State. (3) Because his honor erred [illegible] contract is null and void, because it is against [illegible] honor erred in holding that such a contract may [illegible] in an action brought by an employee against a railroad [illegible] caused by said company or its servants. (5) Because [illegible] that, even if such a contract were void, the receipt [illegible] ation thereunder was such an act as would bar recovery [illegible]

"It is apparent from the text of Judge Watts's decree that he held that the contract entered into by and between the plaintiff and the defendant, a member of the Plant System, was void, as against public policy; and it is the opinion of Judge Watts there is no appeal, and hence it is the law of this case. He held, the circuit judge as he thought, under the decision of this court in the Price v. Railroad Company (33 S. C., 556; 12 S. E., 414), that the mere receipt of Johnson to the defendant company would [illegible] this action. We do not think the case of Price v. Railroad Company [illegible] of this case.

"It seems to us that, when analyzed, the proposition of the defendant railway company is as to either or both of these matters: First, a party can [illegible] tell us a railway company from the negligence of such railway company [illegible] and a party, not being able to contract with a railroad company [illegible] negligence, yet, by the acceptance of a benefit under such contract, may [illegible] thereby from suing the railway company for its negligence. As to the first question, we say unhesitatingly that our decisions uniformly hold that we cannot make a valid contract to free a railway company for its negligence. Besides from our decisions, the new constitution of this State, adopted in the year 1895, in article 9, section 15, provides: 'Every employee of every railroad company shall have the same rights and remedies for any injury suffered by him from the act or omissions of said corporation or its employees as are allowed by law to other persons not employees, when the injury results from the negligence of a superior agent or officer or of a person having a right to control or direct the services of a party injured, and also when the injury results from the negligence of a fellow servant engaged in another department of labor from that of the party injured, or of a fellow servant on another train of cars, or even engaged about a different piece of work. * * * Any contract or agreement, expressed or implied, made by any employee to waive the benefit of this section shall be null and void; and this section shall not be construed to deprive any employee of a corporation or his legal or personal representative of any remedy or right that he now has by the law of the land.' One of the results of this provision of the constitution is that the employees of a railway corporation are placed upon the same plane with all other persons in any case of injury which results from negligence of such railway company. This being so, no contract by which an employee binds himself to forego an action by reason of negligence as against a railway company is valid. It is not only against public policy, but it is forbidden by the constitution. Now, as to the second point. It seems to us that the language in the last part of section 15, article 9, of our constitution forbids any agreement by an employee to waive the benefits of this section. But, if this were not so, still, as the original contract to release the railway from the liability for its negligence was void, any attempt by this employee to ratify such void contract is a nullity. It is needless to prolong this discussion or to cite the numerous authorities bearing on this matter. 28 Am. and Eng. Enc. Law, 478, puts the doctrine thus: 'A void act, as defined in the latter cases, and by approved authorities, is one which is entirely null, not binding on either party, and not susceptible of ratification.' We will not undertake to comment upon the plans of the Plant System as to the protective association. My opinion is, the judgment of this court should be that the judgment of the circuit court should be reversed; but, inasmuch as the justices are evenly divided in opinion, under our constitution the judgment of the circuit court stands affirmed."

Chief Justice McIver delivered an opinion in favor of affirming the judgment of the lower court, and the following is quoted therefrom:

"The sole question presented for the decision of the circuit judge was whether

ıe demurrer to the second affirmative defense, based upon the ground that the ıcts stated therein were not sufficient to constitute a defense, should be sus-ıined; and, he having held that the demurrer could not be sustained, the ques-on presented for the decision of this court is whether such ruling was erroneous ı one or more of the several particulars pointed out by the exceptions. Accord-ıg to a strict practice, the only question necessary for this court to consider is :hether the second and fifth exceptions can be sustained.

"The second exception presents the question whether there is any provision in he present constitution declaring that 'a contract whereby a railroad corporation eeks immunity from damages caused by the negligence of itself or its servants is ull and void.' The only provision which is relied upon is that contained in sec-ion 15 of article 9 of the present constitution (set out in full in the opinion of Mr. ustice Pope, ante). It seems to me very obvious that the main purpose of this ›rovision of the constitution was to make material, and, as I think, wise and ›roper, changes in the long-established rule whereby an employer, when sued for lamages for injuries sustained by one of his employees, could exempt himself from iability by showing that the injuries complained of by the employee resulted rom the negligence of one of his fellow-servants, and to settle finally the doctrine as to which there has been some conflict of authority) that the fact that an employee (except a conductor or engineer in charge of dangerous or unsafe cars or engines voluntarily operated by him) knew that the machinery or other appli-ance by which he was injured was defective or unsafe would constitute no defense to an action for damages brought by such employee, and finally to declare that any contract or agreement, either expressed or implied, by which an employee undertakes to waive the benefits of this section shall be null and void.

"The affirmative defense here set up is not based upon any contract or agree-ment to waive any of the benefits secured by the section of the constitution above analyzed. The constitutional provision now under consideration does not even purport to declare that a railroad corporation can not, by contract, exempt itself from liabilities for damages sustained by reason of its own negligence or that of its servants or agents, for the very obvious reason that such a declaration would have been wholly unnecessary, as that was the law at the time of the adoption of the constitution, well settled by authority, and fully sustained by sound reason, and undisputed by anyone. The sole object of the constitutional provision was to confer upon the employees of railroad corporations certain benefits therein specifically stated, which they either had not previously enjoyed or their right to which was a matter of question; and to secure to such employees the full enjoyment of such benefits it was further provided that any contract to waive any of such benefits 'shall be null and void.' I am, therefore, unable to perceive that section 15 of article 9 of the present constitution has any application to this case, and hence I think the second exception should be overruled.

"Proceeding, then, to the consideration of the fifth exception: This exception, as it seems to me, is based upon the assumption that the contract or arrangement set out in the second affirmative defense is void because against public policy. Whether this assumption is well founded is an important and interesting inquiry, of novel impression in this State, at least.

"If it be assumed that the circuit judge did consider the contract or arrange-ments set out in the affirmative defense void as against public policy, and gave as his reason for the judgment which he pronounced that notwithstanding such contract was void, yet the plaintiff, by accepting its benefits after the injury was sustained, had estopped himself from bringing this action, I do not think this court would be thereby precluded from considering and determining the two questions: (1) Whether the contract or arrangements set up as a bar to the action was in fact contrary to public policy, and therefore void; (2) if so, whether the acceptance of the benefits of such contract or arrangements after the injury was sustained estopped the plaintiff from bringing this action.

"In the outset I desire to say (what would seem to be needless but for the fact that it appears to have been thought necessary to expend much time and labor upon the point) that I do not suppose anyone doubts that a contract whereby a railroad corporation, or any other common carrier, undertakes to secure immunity from liability for damages for injuries resulting from the negligence of the car-rier, or any of his servants or agents, is contrary to public policy, and therefore void. But the question here is whether the contract or arrangement set up in the affirmative defense is a contract for immunity from damages. I do not think it can be so regarded, for, on the contrary, the very terms of the contract neces-sarily assume that the defendant is liable, and the whole scope and effect of the contract are to fix the measure of such liability and the manner in which liability shall be satisfied."

The chief justice at this point describes the plan of the relief and hospital department of the Plant System and the contract which plaintiff entered into when he joined it, as set out prior hereto in the opinion of Justice Pope and then continues as follows:

"By entering into this contract, evidenced by his becoming a member of the relief and hospital department, the plaintiff did not waive or release any right of action which he might thereafter have against the defendant company. The contract was that if, after receiving any injury at the hands of the company he accepted any benefits which he would be entitled to claim by virtue of membership of such department, such acceptance should operate as a release of any right of action which he might otherwise have against the company. So that, by the terms of the arrangement the plaintiff, after he sustained the injury, had the election either to accept the benefits which, as a member of the relief and hospital department, he would be entitled to claim, or to decline to receive such benefits. If he accepted, he was then bound to release the company; but if he declined, he was not bound to release the company, but retain his right of action, just as if he had never become a member of the relief and hospital department. It may be said that this seems to be a one-sided arrangement, as the plaintiff, if he declined to accept the benefits, would lose the amount which he had contributed to the relief and hospital department fund. But when it is considered that by the terms of the arrangements the plaintiff would be entitled to the benefits of the fund and to medical or surgical services, and to care and treatment in the hospital free of any charges therefor, even if his disability arose from sickness from natural causes, or from injuries for which the railroad company could not be held responsible, this seeming one-sidedness disappears. Furthermore, inasmuch as the plaintiff had the right of election, after the injury was sustained, either to sue for damages or to claim the benefits of the relief and hospital department, he could, if the injury was slight, accept the benefits of the relief and hospital department as satisfactory compensation for the injury; but if the injury was serious, calling for greater compensation than would be afforded by the benefits which he might claim, he could exercise his right to sue for damages; so that it seems to me that the arrangement, properly understood, would be favorable rather than detrimental to the interests of the employee. But, however this may be, such an arrangement certainly can not be regarded as a contract whereby the carrier undertook to secure immunity from liability for injuries sustained by his employee resulting from his own negligence or that of his servants or agents.

"But even if the contract in question could be regarded as contrary to public policy, and therefore void, then, in the eye of the law, the case stands as if no such contract had ever been executed. If the contract was an absolute nullity, then it is as though no such contract was ever made. If so, then the allegation distinctly made in the second affirmative defense, that the plaintiff, after sustaining the injury complained of, for valuable consideration under his hand and seal, released the defendant company from all liability for such injury, was certainly sufficient to constitute a defense to the action, and for that reason, if no other, the demurrer was properly overruled.

"It is contended, however, that the release relied on as a bar to the action is but a part of the contract claimed to be void because contrary to public policy, and hence must fall with it. In the first place, I do not think any part of the contract is contrary to public policy; but conceding, for the sake of argument, that it is, in the second place, I do not think the act of giving the release entered into or formed any part of the contract. The terms of the contract, as set out in the second affirmative defense, are that the plaintiff 'agreed that, in consideration of the contributions of the said companies comprising the Plant System to the relief and hospital department, and of the guaranty by them of the payment of the benefits aforesaid, the acceptance of the benefits from the said relief and hospital department for injury or death shall operate as a release of all claims against said companies, and each of them, for damages by reason of such injury or death.' I am unable to discover anything in the contract which contemplates or requires any formal release such as is alleged to have been executed by the plaintiff. On the contrary, if, as we have seen by the terms of the contract, the acceptance were to 'operate as a release,' there would and could be no necessity for the execution of a formal release. Hence, when the plaintiff did, as alleged, execute a formal release, he was not acting in pursuance of the contract, or carrying out any of its terms, but it was his own voluntary act, independent of the alleged void contract, which must operate as a bar to the action.

"It was claimed by counsel for appellant, in his argument, that under the rules and regulations of the defendant company the plaintiff was required, when he entered the service of such company, to become a member of the said relief and

ospital department; but, as that fact does not appear in the 'case' as prepared or argument here, it can not, under the well-settled rule, be considered. But I may say that, under my view of the case, such fact, even if it did appear, would make no difference. As I understand it, every person who enters the employment of another agrees, either expressly or impliedly, to conform to the regulations of the employer for the control and management of his employees; and if he is not willing to conform to such regulations, he is at perfect liberty to decline entering the service of such employer. So, here, when the plaintiff entered the service of the defendant company, he did so voluntarily, as he was under no compulsion to do so, and might have entered the service of some other company which had no such rules and regulations, or might have engaged in some other employment; but when he entered the service of the defendant company, he, like all other employees, signified his willingness to conform to its regulations, and he therefore can not properly be said to have been compelled to enter into the contract or arrangements in question.

"It seems to me, therefore, that, under any view that may properly be taken of this case, there was no error in the judgment overruling the demurrer, and hence such judgment should be affirmed."

[From B. L. No. 22, May, 1899.]

TEXAS MIDLAND R. R. *v.* SULLIVAN, 48 Southwestern Reporter, page 598.—David H. Sullivan, having been injured while in the employ of the above-named railroad, applied, upon his partial recovery, for reemployment by said railroad. As a prerequisite of such employment he was required to execute a release of all claims for damages on account of his injuries, which he did. After being employed by the railroad for a short time he was discharged on account of a collision between a car and an engine, which was claimed to be due to his fault. He then brought suit against the railroad to recover damages for his injuries and the railroad set up the release as a defense. In the district court of Kaufman County, Tex., where the cause was heard, a judgment was rendered in favor of the plaintiff, Sullivan, and the defendant railroad appealed the case to the court of civil appeals of the State, which rendered its decision December 24, 1898, and reversed the judgment of the lower court.

From the opinion of the court of civil appeals, delivered by Judge Stephens, the following is quoted:

"It is insisted * * * that * * * the release was without consideration. The only consideration recited therein was one dollar, which was neither paid nor expected to be paid; but the real consideration was shown by parole to be the reemployment of appellant as brakeman in the service of the company. This he voluntarily sought, after a partial recovery from his injuries, and to obtain it executed the release in question, that being required of him as a condition precedent to such reemployment, according to the usage of railroad companies in such cases, with which he was familiar. It * * * appears that the contract was for an indefinite time and the employment of short duration; but by executing the release appellee acquired the right to fix a reasonable time, and if he failed to do so he has no one to blame but himself. The general rule that, where the term of service is left indefinite, either party may put an end to it at will, and without a cause, does not apply. That rule obtains where mutuality of promise is the sole consideration. Here the execution of the release was an independent consideration, giving appellee the right to fix the duration of the employment, and thus prevent an arbitrary discharge by appellant. We could not, without dissenting from the views so clearly and forcefully stated by Judge Stayton in the Scott case (Railroad Co. *v.* Scott, 10 S. W., 99; 72 Tex., 70), which we are by no means inclined to do, hold that there was no consideration for this release."

[From B. L. No. 23, July, 1899.]

PITTSBURG, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO. *v.* MOORE, 53 Northeastern Reporter, page 290.—In the circuit court of Miami County, Ind., Anna B. Moore, administratrix of the estate of Henry E. Moore, deceased, obtained a judgment in a suit brought by her against the above-named railway company to recover damages for the death of her husband, alleged to have been caused by the negligence of the company while he was in its employ. The negligence complained of was the negligence of the engineer of a train in not obeying a city ordinance regulating the rate of speed of trains in passing through the city and providing for sounding the whistle, ringing the bell, etc. The defendant company appealed the case to the supreme court of the State, which rendered its decision March 30, 1899, and reversed the judgment of the lower court.

The following, quoted from the opinion of the supreme court, which was delivered by Judge Hadley, gives the decision and the reason therefor:

"Appellee concedes that the complaint is grounded upon the first branch of the fourth clause of what is known as the 'coemployees' liability act' (sec. 7083, Burns's Rev. Stat., 1894), which reads as follows: 'Where such injury was caused by the negligence of any person in the service of such corporation who has charge of any locomotive engine or train upon a railway.'

"While we apply the rule that a servant must look out for his own safety and heed, at his peril, all open and ordinary dangers, we must also give force to the correlative rule, equally well established, that the servant himself, observing due care, has a right to believe, and to rely upon his belief, that the master has done his duty in the promotion of safety; and in this instance the deceased had a right to believe that appellant would obey the city ordinance which forbade the running of trains through the city at a greater rate of speed than 6 miles an hour, and that required all backing trains or reversed engines with tender in front after night to carry a light in front and to sound the whistle and ring the bell. A disregard of the ordinance, under section 7083, supra, will extend to the engineer in the employ of appellant and in charge and management of its locomotive and train, and if said ordinance was disobeyed by said engineer, as averred, the jury would have the right to impute such disobedience as negligence. It will not do to say, as appellant contends, that the deceased, being in the service of the company and familiar with the needs of the service in running trains backward and forward through the yards and sometimes at a great rate of speed, was not entitled to the protection afforded by the ordinance. The power of a city to pass such an ordinance is conferred as a police power for the protection of the public, and all the public; and because the deceased happened to be in the service of the company within the inhibited territory presents no reason for depriving him of its protection. It follows, therefore, that the jury had the right to find, if the evidence warranted, that obedience to the city ordinances was a duty owing by appellant to the deceased, and its violation was not an assumed risk, but negligence of appellant.

"The next question arises upon the sustaining of the demurrer to the second paragraph of the answer. This answer is pleaded to the whole complaint. It counts upon a contract of membership held by the deceased in an organization known as 'Voluntary Relief Department of the Pennsylvania Lines West of Pittsburg,' of which appellant was one; 'that said department and its funds were managed by said lines without expense to the fund, and that they guaranteed the payment of all its obligations and made up all deficiencies in the fund to meet the payment of all benefits due its members; that said relief department had a set of rules and regulations by which it and its members were governed, and to which all persons assented and agreed to be bound by when they became members thereof, a copy of which was filed with and made a part of said answer. That the decedent on the 7th day of October, 1893, made application and became a member on the terms of the regulations by which said department was operated and continued such member until his death; that his application, made over his own signature, contained this express stipulation and agreement, to wit: "And I agree that the acceptance of benefits from the said relief fund, for injury or death, shall operate as a release of all claims for damages against said company, arising from such injury or death, which could be made by or through me, and that I or my legal representatives will execute such further instrument as may be necessary formally to evidence such acquittance."' The book of regulations (a part of the contract) contained the following further provision, to wit: 'Should a member or his legal representatives bring suit against either of the companies now associated in administering the relief department, or that may hereafter be associated, for damages on account of injury or death of such member, payment of benefits from the relief fund on account of the same shall not be made until such suit is discontinued. If prosecuted to judgment or compromise, any payment of judgment or amount in compromise shall preclude any claim upon the relief fund for such injury or death.' The answer further alleges that the appellee, Anna B. Moore, his then wife, was made his beneficiary in said fund, and, in event of his death, should receive the death benefit therein provided for, which was $500, and that after his death she did receive from said fund, as such death benefit, said sum of $500, and executed and delivered to the appellant her instrument in writing releasing it from all further liability. The question arises, Did the acceptance by the plaintiff of the death benefit from said relief department release her claim against appellant for the wrongful death of her husband, or does her act come under the protecting provisions of section 5, act of 1893 (Acts of 1893, p. 294, c. 130; Burns's Rev. St., 1894, sec. 7087)? The language of the statute is,

ll contracts made by railroads with * * * their employees, or rules, or regula-ons adopted by any corporation releasing or relieving it from liability to any nployee having a right of action under the provisions of this act, are hereby sclared null and void.' Appellant insists that the contract set out in said second nswer does not come within the provisions of the statute, while the contrary is aintained by the appellee. It will be noted that the inhibition of the statute is gainst the making of any contract exonerating a railroad company from a future ability to an employee. The statute attempts only to forbid such contracts as lease the company from liability to an action under the provisions of the act, id the act provides and seeks to regulate no rights of action except such as ring from the negligence of the company or its employees. The only purpose the statute, therefore, is to prohibit the making of contracts relieving a rail-ad from liability for future negligence of itself and certain of its employees. the contract pleaded such a one? It shows that a number of railroads consti-ute the Relief Department of the Pennsylvania Lines West of Pittsburg, of hich appellant was one; that the associated roads assume control and admin-tration of the department without cost to the fund; that they contribute rgely to the fund; that they guarantee that the benefits stipulated for with nployees shall be paid in full; that membership therein is voluntary; that ie employee is entitled to his benefits, if disabled from any cause—from sickness, om accident, from his own fault as well as from the fault of the company. If isabled without fault of the company, the living or death benefit may be drawn om the fund without question. If by the fault of the company, he may, after njury, elect whether he will accept the benefits from the fund or pursue his emedy at law against the company. And that, when he signs the contract, the nly obligation assumed is that, if injured by the fault of the company, he will ot seek double compensation by pursuing both the relief fund and the company. t further shows, in effect, that when disability comes, and all the facts and con-itions are known to him, he is at perfect liberty to then choose between the elief fund and the treasury of the company—whether he will accept the sure nd immediate benefits from the fund or take his chances in the courts against the ompany—and that an adoption of one course shall be held to be an abandonment f the other. This is the essence of the contract pleaded. It bears no resemblance o an absolute contract for the release of the company from liability under the rovisions of the statute.

"The contract forbidden by the statute is one relieving the company from lia-ility for the future negligence of itself and employees. The contract pleaded loes not provide that the company shall be relieved from liability. It expressly ecognizes that enforceable liability may arise, and only stipulates that if the mployee shall prosecute a suit against the company to final judgment he shall hereby forfeit his right to the relief fund, and if he accepts compensation from he relief fund he shall thereby forfeit his right of action against the company. t is nothing more nor less than a contract for a choice between sources of com-ensation where but a single one existed, and it is the final choice—the acceptance f one against the other—that gives validity to the transaction.

"The right to contract upon the subjects, of themselves lawful, by persons ui juris is beyond legislative control so long as the right is exercised without njury to the public. The right to contract is inherent, and is inseparably con-ected with the right to own and control property, and 'is a primary prerogative f freedom.' (2 Whart. Cont., sec. 1061.) Therefore, in construing the act in uestion, it must be assumed that the legislature intended to prohibit only such ontracts as injuriously affected the public; and can it be said that a contract providing that in the future, when an injury may be suffered, the injured party hall then be free to choose which of two remedies will be most useful to him nd most to be preferred is against public policy? We do not see why, and are onstrained to hold that the contract pleaded in the second answer is not within he inhibition of section 7087, supra, and that the same may be pleaded as a lefense.

"The deceased at the time of his death had not elected whether he would accept compensation from the relief fund or seek his damages by action at law against the appellant. Subsequent to his death the plaintiff, as widow, and who was named in the contract as the sole beneficiary of the death benefit, accepted the stipulated amount—$500—in full satisfaction, and executed to appellant a release from further liability. Appellant contends that, since the widow was the sole beneficiary named in the contract with the relief department, her acceptance of the full sum extinguished all further claim against the company. We can not assent to this proposition. Before death came to Moore he had a cause of action against appellant that he had not released. Upon his death the law conferred a

The facts in the case are set out in the opinion of the appellate court, which was delivered by Chief Justice Henley, and the following is quoted therefrom:

"The complaint is upon a written contract, and is in one paragraph. It alleges the death of Emanuel Carpenter, the settlement of his estate without administration, and that appellants are his heirs and only heirs at law. It alleges that a certain contract was executed by all of the parties to this action, and makes the said contract a part of the complaint. This contract is in the following words. 'This is to certify that Emanuel Carpenter, Sec. 25, Coal Bluff, is insured by the American Casualty Insurance and Security Co., of Baltimore, Md., against accident resulting in bodily injury or death. By the terms of the policy the above-named person, so long as he remains an employee of the Chicago and Eastern Illinois Railroad Co., will receive through the paymaster of that railroad company, in case of accident, however and whenever happening, between the date hereof and the first day of May, 1893, the following benefits: (1st) For accidental injury not resulting in death, one-half of his usual wages during disablement, if not more than fifty (50) weeks; also, doctor bills. (2d) For accidental injury resulting in his death, his legal representatives will receive one-half of his usual wages for one year, and doctor bills and funeral expenses. The above benefits will not accrue to said person except for accidents sustained while he is in the employ of the Chicago and Eastern Illinois Railroad Co., and only between this date and the first day of May, 1893. No benefits will accrue hereunder for any accident occurring as the result of a riot or other violation of law. This certificate is issued in accordance with the policy of insurance issued by the American Casualty Insurance and Security Co. to the Chicago and Eastern Illinois Railroad Co. for the benefit of its employees. Dated at Chicago, Ill., this 1st day of July, 1892. (Signed) American Casualty Insurance and Security Co., W. E. Midgley, president. Chicago and Eastern Illinois R. R. Co., by Charles H. Rockwell, gen'l supt.' It is further alleged that a certain policy of insurance written by appellee's codefendant was taken out by appellee for the benefit of its employees, and that the premium paid for said policy was collected from said employees by appellee retaining a stated amount out of the monthly wages of each insured employee; that appellant's decedent was one of appellee's employees, and that appellee retained out of his monthly wages the sum of $2 per month, which went into the treasury of appellee, to pay for said insurance; that appellant's decedent was accidentally injured in the employ of appellee, and in the line of his said employment, and that said accidental injury occurred during the term of said insurance, and that from said injury he was wholly disabled, and lingered a long time, and finally died as a result thereof; that the wages, doctor bills, and other moneys which said contract and policy of insurance provided should be paid on the happening of the events related in the complaint have never been paid. Judgment for $400 is demanded.

"Does the complaint state facts sufficient to create a liability upon the part of the appellee? We are unable to find in the complaint any averment charging appellee with a breach of any contract declared upon, or the breach of any duty owing to appellants or their decedent. It is not charged that the moneys, or any part thereof, which appellee deducted from decedent's wages was not applied to the payment of premiums due from him to appellee's codefendant; neither is it charged that appellee received and retained any moneys from the said insurance company which were due appellants under the policy taken out for the benefit of Emanuel Carpenter, deceased. It seems clear to us that this action can not be maintained against appellee. There was no contract of insurance between appellee and Emanuel Carpenter. The contract of insurance was entered into between appellee and its codefendant, and was for the benefit of said Emanuel Carpenter; he accepted its terms, and paid to appellee the amounts necessary to insure him the benefits; he was the third party for whose benefit the contract was made, and under the well-settled rules of law, as announced by the decisions of our supreme court, he, or his heirs in case of his death, could enforce the contract against the insurance company if his injury was such a one as would bring him within the provisions of the policy. We find no error in the record. Judgment affirmed."

[From B. L. No. 22, May, 1899.]

JOHNSON *v.* CHARLESTON AND SAVANNAH RAILWAY CO., 32 Southeastern Reporter, page 2.—This suit was brought by Willis Johnson against the above-named railway company to recover damages for injuries incurred by him while in its employ. The case was heard in the common pleas circuit court of Charleston County, S. C., and a judgment was there rendered for the defendant company. The plaintiff then appealed the case to the supreme court of the State, which

rendered its decision January 16, 1899, and affirmed the decision of the lower court. Upon the questions at issue the supreme court was evenly divided, and in such cases, under the constitution of the State, the judgment appealed from stood affirmed.

Justice Pope delivered an opinion in which he stated it to be his opinion that the judgment of the lower court ought to have been reversed, and from said opinion the following is taken:

"This action for damages came on for trial before his honor Judge R. C. Watts. The hearing was confined to an oral demurrer to the second affirmative defense set up in the answer, which demurrer was overruled, and from the order of Judge Watts overruling the same an appeal is now presented to this court."

Justice Pope here sets out the pleadings in full, the essential points of which are in substance as follows: In his "complaint" the plaintiff alleged that at the time of the accident he was in the employ of the company as a fireman, actively engaged at work on a train; that it became his duty to stand on a platform on which wood was piled, and from said platform to load the tender with fuel; and after having supplied the tender with wood, at a signal that the engine was about to move, he endeavored to step onto the engine: that owing to the broken and unsound condition of the platform it broke under his weight and forcibly precipitated him under the engine; that by reason of the said fall he was seriously injured; that the condition of the platform was the result of the carelessness and negligence of the railroad company, etc. In its "answer" to this complaint the defendant company denies most of its allegations, and sets up by way of a second affirmative defense, the first being of no importance here, that at the time of the accident the plaintiff was a member of the Plant System relief and hospital department; that said department was an organization formed by the defendant and other railroad companies for the purpose of establishing and managing a fund for the payment of definite amounts to employees contributing thereto, who are entitled thereto under the regulations, when they are disabled by accident or sickness, and to their families in the event of death; that the fund was formed from contributions from the employees and the Plant System, from income derived from investments, and from appropriations from the Plant System when necessary to make up a deficit; that prior to his accident the plaintiff had applied for membership, and in said application agreed to be bound by all the regulations of the relief and hospital department; that in said application he further agreed that, in consideration of the contributions of the railroad companies to the fund and of the guaranty by them of the payment of the benefits, the acceptance of benefits from the said department for injury or death should operate as a release of all claims against said companies, and each of them, on account of said injury or death; that when the plaintiff was injured he became entitled to the benefits coming out of his membership in said department; that he immediately applied for such benefits, and received such as he was entitled to as a member of said department; that in accordance with the regulations of said department he also received free medical and surgical attendance from the surgeons of the company, and care and treatment in said company's hospitals free of charge; that the plaintiff duly receipted for the benefits paid him, and in consideration of such payment to him he duly released and forever discharged the defendant company and all companies belonging to the Plant System from all claims for damages arising from his injuries, and that said release, etc., was duly signed and sealed and delivered by the plaintiff to the said relief and hospital department.

To the above the plaintiff interposed his "demurrer" and moved that the answer be dismissed on the ground that it did not state facts sufficient to constitute a defense as to the contract alleged therein, to the effect that in consideration of the benefits received from the relief and hospital department the plaintiff should release the defendant from all claims for damages by reason of accidental injury or death, was contrary to law and against public policy, and could not, therefore, be pleaded as a defense. Justice Pope continues as follows:

"This demurrer was overruled; and his honor said: 'There is no question in my mind that a contract of that kind, whereby a railroad company attempts to relieve itself of any liability on account of negligence, is contrary to public policy; and, where the party enters into the contract beforehand, he would not be estopped from bringing his action for damages against the railroad company. It seems, in this case, that the plaintiff had entered into that agreement relieving the railroad company before he was injured. After he was injured he was put to his election as to whether he would sue the railroad company or go ahead and carry out the contract and receive the benefits of that contract. It seems to me that the decision in the case of Price *v.* Railroad Co. (33 S. C., 556; 12 S. E., 413) would control this case, and I think the plaintiff is now estopped from bringing his action

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he demurrer to the second affirmative defense, based upon the ground that the acts stated therein were not sufficient to constitute a defense, should be sustained; and, he having held that the demurrer could not be sustained, the question presented for the decision of this court is whether such ruling was erroneous n one or more of the several particulars pointed out by the exceptions. Accordng to a strict practice, the only question necessary for this court to consider is whether the second and fifth exceptions can be sustained.

"The second exception presents the question whether there is any provision in he present constitution declaring that 'a contract whereby a railroad corporation eeks immunity from damages caused by the negligence of itself or its servants is ull and void.' The only provision which is relied upon is that contained in section 15 of article 9 of the present constitution (set out in full in the opinion of Mr. ustice Pope, ante). It seems to me very obvious that the main purpose of this rovision of the constitution was to make material, and, as I think, wise and roper, changes in the long-established rule whereby an employer, when sued for lamages for injuries sustained by one of his employees, could exempt himself from iability by showing that the injuries complained of by the employee resulted rom the negligence of one of his fellow-servants, and to settle finally the doctrine as to which there has been some conflict of authority) that the fact that an mployee (except a conductor or engineer in charge of dangerous or unsafe cars r engines voluntarily operated by him) knew that the machinery or other appliance by which he was injured was defective or unsafe would constitute no defense o an action for damages brought by such employee, and finally to declare that any contract or agreement, either expressed or implied, by which an employee undertakes to waive the benefits of this section shall be null and void.

"The affirmative defense here set up is not based upon any contract or agreement to waive any of the benefits secured by the section of the constitution above analyzed. The constitutional provision now under consideration does not even purport to declare that a railroad corporation can not, by contract, exempt itself from liabilities for damages sustained by reason of its own negligence or that of its servants or agents, for the very obvious reason that such a declaration would have been wholly unnecessary, as that was the law at the time of the adoption of the constitution, well settled by authority, and fully sustained by sound reason, and undisputed by anyone. The sole object of the constitutional provision was to confer upon the employees of railroad corporations certain benefits therein specifically stated, which they either had not previously enjoyed or their right to which was a matter of question; and to secure to such employees the full enjoyment of such benefits it was further provided that any contract to waive any of such benefits 'shall be null and void.' I am, therefore, unable to perceive that section 15 of article 9 of the present constitution has any application to this case, and hence I think the second exception should be overruled.

"Proceeding, then, to the consideration of the fifth exception: This exception, as it seems to me, is based upon the assumption that the contract or arrangement set out in the second affirmative defense is void because against public policy. Whether this assumption is well founded is an important and interesting inquiry, of novel impression in this State, at least.

"If it be assumed that the circuit judge did consider the contract or arrangements set out in the affirmative defense void as against public policy, and gave as his reason for the judgment which he pronounced that notwithstanding such contract was void, yet the plaintiff, by accepting its benefits after the injury was sustained, had estopped himself from bringing this action, I do not think this court would be thereby precluded from considering and determining the two questions: (1) Whether the contract or arrangements set up as a bar to the action was in fact contrary to public policy, and therefore void; (2) if so, whether the acceptance of the benefits of such contract or arrangements after the injury was sustained estopped the plaintiff from bringing this action.

"In the outset I desire to say (what would seem to be needless but for the fact that it appears to have been thought necessary to expend much time and labor upon the point) that I do not suppose anyone doubts that a contract whereby a railroad corporation, or any other common carrier, undertakes to secure immunity from liability for damages for injuries resulting from the negligence of the carrier, or any of his servants or agents, is contrary to public policy, and therefore void. But the question here is whether the contract or arrangement set up in the affirmative defense is a contract for immunity from damages. I do not think it can be so regarded, for, on the contrary, the very terms of the contract necessarily assume that the defendant is liable, and the whole scope and effect of the contract are to fix the measure of such liability and the manner in which liability shall be satisfied."

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spital department; but, as that fact does not appear in the 'case' as prepared r argument here, it can not, under the well-settled rule, be considered. But I ay say that, under my view of the case, such fact, even if it did appear, would ake no difference. As I understand it, every person who enters the employment another agrees, either expressly or impliedly, to conform to the regulations of e employer for the control and management of his employees; and if he is not illing to conform to such regulations, he is at perfect liberty to decline entering e service of such employer. So, here, when the plaintiff entered the service of e defendant company, he did so voluntarily, as he was under no compulsion to o so, and might have entered the service of some other company which had no ich rules and regulations, or might have engaged in some other employment; at when he entered the service of the defendant company, he, like all other nployees, signified his willingness to conform to its regulations, and he there- ore can not properly be said to have been compelled to enter into the contract r arrangements in question.

"It seems to me, therefore, that, under any view that may properly be taken of his case, there was no error in the judgment overruling the demurrer, and hence such judgment should be affirmed."

[From B. L. No. 22, May, 1899.]

TEXAS MIDLAND R. R. *v.* SULLIVAN, 48 Southwestern Reporter, page 598.—David H. Sullivan, having been injured while in the employ of the above-named railroad, applied, upon his partial recovery, for reemployment by said railroad. As a prerequisite of such employment he was required to execute a release of all claims for damages on account of his injuries, which he did. After being employed by the railroad for a short time he was discharged on account of a collision between a car and an engine, which was claimed to be due to his fault. He then brought suit against the railroad to recover damages for his injuries and the railroad set up the release as a defense. In the district court of Kaufman County, Tex., where the cause was heard, a judgment was rendered in favor of the plaintiff, Sullivan, and the defendant railroad appealed the case to the court of civil appeals of the State, which rendered its decision December 24, 1898, and reversed the judgment of the lower court.

From the opinion of the court of civil appeals, delivered by Judge Stephens, the following is quoted:

"It is insisted * * * that * * * the release was without consideration. The only consideration recited therein was one dollar, which was neither paid nor expected to be paid; but the real consideration was shown by parole to be the reemployment of appellant as brakeman in the service of the company. This he voluntarily sought, after a partial recovery from his injuries, and to obtain it executed the release in question, that being required of him as a condition precedent to such reemployment, according to the usage of railroad companies in such cases, with which he was familiar. It * * * appears that the contract was for an indefinite time and the employment of short duration; but by executing the release appellee acquired the right to fix a reasonable time, and if he failed to do so he has no one to blame but himself. The general rule that, where the term of service is left indefinite, either party may put an end to it at will, and without a cause, does not apply. That rule obtains where mutuality of promise is the sole consideration. Here the execution of the release was an independent consideration, giving appellee the right to fix the duration of the employment, and thus prevent an arbitrary discharge by appellant. We could not, without dissenting from the views so clearly and forcefully stated by Judge Stayton in the Scott case (Railroad Co. *v.* Scott, 10 S. W., 99; 72 Tex., 70), which we are by no means inclined to do, hold that there was no consideration for this release."

[From B. L. No. 23, July, 1899.]

PITTSBURG, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO. *v.* MOORE, 53 Northeastern Reporter, page 290.—In the circuit court of Miami County, Ind., Anna B. Moore, administratrix of the estate of Henry E. Moore, deceased, obtained a judgment in a suit brought by her against the above-named railway company to recover damages for the death of her husband, alleged to have been caused by the negligence of the company while he was in its employ. The negligence complained of was the negligence of the engineer of a train in not obeying a city ordinance regulating the rate of speed of trains in passing through the city and providing for sounding the whistle, ringing the bell, etc. The defendant company appealed the case to the supreme court of the State, which rendered its decision March 30, 1899, and reversed the judgment of the lower court.

The following, quoted from the opinion of the supreme court, which was delivered by Judge Hadley, gives the decision and the reason therefor:

"Appellee concedes that the complaint is grounded upon the first branch of the fourth clause of what is known as the 'coemployees' liability act' (sec. 7083, Burns's Rev. Stat., 1894), which reads as follows: 'Where such injury was caused by the negligence of any person in the service of such corporation who has charge of any locomotive engine or train upon a railway.'

"While we apply the rule that a servant must look out for his own safety and heed, at his peril, all open and ordinary dangers, we must also give force to the correlative rule, equally well established, that the servant himself, observing due care, has a right to believe, and to rely upon his belief, that the master has done his duty in the promotion of safety; and in this instance the deceased had a right to believe that appellant would obey the city ordinance which forbade the running of trains through the city at a greater rate of speed than 6 miles an hour, and that required all backing trains or reversed engines with tenders in front after night to carry a light in front and to sound the whistle and ring the bell. A disregard of the ordinance, under section 7083, supra, will extend to the engineer in the employ of appellant and in charge and management of its locomotive and train, and if said ordinance was disobeyed by said engineer, as averred, the jury would have the right to impute such disobedience as negligence. It will not do to say, as appellant contends, that the deceased, being in the service of the company and familiar with the needs of the service in running trains backward and forward through the yards and sometimes at a great rate of speed, was not entitled to the protection afforded by the ordinance. The power of a city to pass such an ordinance is conferred as a police power for the protection of the public, and all the public; and because the deceased happened to be in the service of the company within the inhibited territory presents no reason for depriving him of its protection. It follows, therefore, that the jury had the right to find, if the evidence warranted, that obedience to the city ordinances was a duty owing by appellant to the deceased, and its violation was not an assumed risk, but negligence of appellant.

"The next question arises upon the sustaining of the demurrer to the second paragraph of the answer. This answer is pleaded to the whole complaint. It counts upon a contract of membership held by the deceased in an organization known as 'Voluntary Relief Department of the Pennsylvania Lines West of Pittsburg,' of which appellant was one; 'that said department and its funds were managed by said lines without expense to the fund, and that they guaranteed the payment of all its obligations and made up all deficiencies in the fund to meet the payment of all benefits due its members; that said relief department had a set of rules and regulations by which it and its members were governed, and to which all persons assented and agreed to be bound by when they became members thereof, a copy of which was filed with and made a part of said answer. That the decedent on the 7th day of October, 1893, made application and became a member on the terms of the regulations by which said department was operated, and continued such member until his death; that his application, made over his own signature, contained this express stipulation and agreement, to wit: "And I agree that the acceptance of benefits from the said relief fund, for injury or death, shall operate as a release of all claims for damages against said company, arising from such injury or death, which could be made by or through me, and that I or my legal representatives will execute such further instrument as may be necessary formally to evidence such acquittance."' The book of regulations (a part of the contract) contained the following further provision, to wit: 'Should a member or his legal representatives bring suit against either of the companies now associated in administering the relief department, or that may hereafter be associated, for damages on account of injury or death of such member, payment of benefits from the relief fund on account of the same shall not be made until such suit is discontinued. If prosecuted to judgment or compromise, any payment of judgment or amount in compromise shall preclude any claim upon the relief fund for such injury or death.' The answer further alleges that the appellee, Anna B. Moore, his then wife, was made his beneficiary in said fund, and, in event of his death, should receive the death benefit therein provided for, which was $500, and that after his death she did receive from said fund, as such death benefit, said sum of $500, and executed and delivered to the appellant her instrument in writing releasing it from all further liability. The question arises, Did the acceptance by the plaintiff of the death benefit from said relief department release her claim against appellant for the wrongful death of her husband, or does her act come under the protecting provisions of section 5, act of 1893 (Acts of 1893, p. 294, c. 130; Burns's Rev. St., 1894, sec. 7087)? The language of the statute is,

ll contracts made by railroads with * * * their employees, or rules, or regula-ons adopted by any corporation, releasing or relieving it from liability to any nployee having a right of action under the provisions of this act, are hereby eclared null and void.' Appellant insists that the contract set out in said second nswer does not come within the provisions of the statute, while the contrary is aintained by the appellee. It will be noted that the inhibition of the statute is gainst the making of any contract exonerating a railroad company from a future ability to an employee. The statute attempts only to forbid such contracts as elease the company from liability to an action under the provisions of the act, nd the act provides and seeks to regulate no rights of action except such as pring from the negligence of the company or its employees. The only purpose f the statute, therefore, is to prohibit the making of contracts relieving a rail-oad from liability for future negligence of itself and certain of its employees. s the contract pleaded such a one? It shows that a number of railroads consti-ute the Relief Department of the Pennsylvania Lines West of Pittsburg, of hich appellant was one; that the associated roads assume control and admin-stration of the department without cost to the fund; that they contribute argely to the fund; that they guarantee that the benefits stipulated for with mployees shall be paid in full; that membership therein is voluntary; that he employee is entitled to his benefits, if disabled from any cause—from sickness, rom accident, from his own fault as well as from the fault of the company. If isabled without fault of the company, the living or death benefit may be drawn rom the fund without question. If by the fault of the company, he may, after injury, elect whether he will accept the benefits from the fund or pursue his remedy at law against the company. And that, when he signs the contract, the only obligation assumed is that, if injured by the fault of the company, he will not seek double compensation by pursuing both the relief fund and the company. It further shows, in effect, that when disability comes, and all the facts and conditions are known to him, he is at perfect liberty to then choose between the relief fund and the treasury of the company—whether he will accept the sure and immediate benefits from the fund or take his chances in the courts against the company—and that an adoption of one course shall be held to be an abandonment of the other. This is the essence of the contract pleaded. It bears no resemblance to an absolute contract for the release of the company from liability under the provisions of the statute.

"The contract forbidden by the statute is one relieving the company from liability for the future negligence of itself and employees. The contract pleaded does not provide that the company shall be relieved from liability. It expressly recognizes that enforceable liability may arise, and only stipulates that if the employee shall prosecute a suit against the company to final judgment he shall thereby forfeit his right to the relief fund, and if he accepts compensation from the relief fund he shall thereby forfeit his right of action against the company. It is nothing more nor less than a contract for a choice between sources of compensation where but a single one existed, and it is the final choice—the acceptance of one against the other—that gives validity to the transaction.

"The right to contract upon the subjects, of themselves lawful, by persons sui juris is beyond legislative control so long as the right is exercised without injury to the public. The right to contract is inherent, and is inseparably connected with the right to own and control property, and 'is a primary prerogative of freedom.' (2 Whart. Cont., sec. 1061.) Therefore, in construing the act in question, it must be assumed that the legislature intended to prohibit only such contracts as injuriously affected the public; and can it be said that a contract providing that in the future, when an injury may be suffered, the injured party shall then be free to choose which of two remedies will be most useful to him and most to be preferred is against public policy? We do not see why, and are constrained to hold that the contract pleaded in the second answer is not within the inhibition of section 7087, supra, and that the same may be pleaded as a defense.

"The deceased at the time of his death had not elected whether he would accept compensation from the relief fund or seek his damages by action at law against the appellant. Subsequent to his death the plaintiff, as widow, and who was named in the contract as the sole beneficiary of the death benefit, accepted the stipulated amount—$500—in full satisfaction, and executed to appellant a release from further liability. Appellant contends that, since the widow was the sole beneficiary named in the contract with the relief department, her acceptance of the full sum extinguished all further claim against the company. We can not assent to this proposition. Before death came to Moore he had a cause of action against appellant that he had not released. Upon his death the law conferred a

against the railroad company, having elected to receive the benefits under the contract, and from suing the railroad company here for damages, and I overrule the demurrer.' Counsel for the plaintiff excepted to the ruling, and gave notice of intention to appeal. Exceptions: '(1) Because his honor erred in holding that the said second affirmative defense set up in the answer contained allegations of fact sufficient to constitute a defense. (2) Because his honor erred in not holding that a contract whereby a railroad corporation seeks immunity from damages caused by the negligence of itself or its servants is null and void, under the constitution of the State. (3) Because his honor erred in not holding that such a contract is null and void, because it is against public policy. (4) Because his honor erred in holding that such a contract may properly be pleaded as a defense in an action brought by an employee against a railroad company for damages caused by said company or its servants. (5) Because his honor erred in holding that, even if such a contract were void, the receiving of money or other consideration thereunder was such an act as would bar recovery of damages.'

"It is apparent from the text of Judge Watts's decision that he held that the contract entered into by and between the plaintiff and the defendant, as a member of the Plant System, was void, as against public policy; and from this decision of Judge Watts there is no appeal, and hence it is the law of this case. However, the circuit judge, as he thought, under the decision of this court in the case of Price *v.* Railroad Company (33 S. C., 556; 12 S. E., 413), held that the subsequent receipt of Johnson to the defendant company would estop Johnson from bringing this action. We do not think the case of Price *v.* Railroad Company is decisive of this case.

"It seems to us that, when analyzed, the proposition of the defendant railway company is, as to either or both of these matters: First, a party can contract to relieve a railway company from the negligence of such railway company; or, second, a party, not being able to contract with a railroad company as against its negligence, yet, by the acceptance of a benefit under such contract, may be estopped thereby from suing the railway company for its negligence. As to the first position, we say unhesitatingly that our decisions uniformly hold that we can not make a valid contract to free a railway company for its negligence. But, apart from our decisions, the new constitution of this State, adopted in the year 1895, in article 9, section 15, provides: 'Every employee of every railroad corporation shall have the same rights and remedies for any injury suffered by him from the acts or omissions of said corporation or its employees as are allowed by law to other persons not employees, when the injury results from the negligence of a superior agent or officer or of a person having a right to control or direct the services of a party injured, and also when the injury results from the negligence of a fellow-servant engaged in another department of labor from that of the party injured, or of a fellow-servant on another train of cars, or even engaged about a different piece of work. * * * Any contract or agreement, expressed or implied, made by any employee to waive the benefit of this section shall be null and void; and this section shall not be construed to deprive any employee of a corporation or his legal or personal representative of any remedy or right that he now has by the law of the land.' One of the results of this provision of the constitution is that the employees of a railway corporation are placed upon the same plane with all other persons in any case of injury which results from negligence of such railway company. This being so, no contract by which an employee binds himself to forego an action by reason of negligence as against a railway company is valid. It is not only against public policy, but it is forbidden by the constitution. Now, as to the second point. It seems to us that the language in the last part of section 15, article 9, of our constitution forbids any agreement by an employee to waive the benefits of this section. But, if this were not so, still, as the original contract to release the railway from the liability for its negligence was void, any attempt by this employee to ratify such void contract is a nullity. It is needless to prolong this discussion or to cite the numerous authorities bearing on this matter. 28 Am. and Eng. Enc. Law, 478, puts the doctrine thus: 'A void act, as defined in the latter cases, and by approved authorities, is one which is entirely null, not binding on either party, and not susceptible of ratification.' We will not undertake to comment upon the plans of the Plant System as to the protective association. My opinion is, the judgment of this court should be that the judgment of the circuit court should be reversed; but, inasmuch as the justices are evenly divided in opinion, under our constitution the judgment of the circuit court stands affirmed."

Chief Justice McIver delivered an opinion in favor of affirming the judgment of the lower court, and the following is quoted therefrom:

"The sole question presented for the decision of the circuit judge was whether

he demurrer to the second affirmative defense, based upon the ground that the acts stated therein were not sufficient to constitute a defense, should be sustained; and, he having held that the demurrer could not be sustained, the question presented for the decision of this court is whether such ruling was erroneous n one or more of the several particulars pointed out by the exceptions. According to a strict practice, the only question necessary for this court to consider is whether the second and fifth exceptions can be sustained.

"The second exception presents the question whether there is any provision in the present constitution declaring that 'a contract whereby a railroad corporation seeks immunity from damages caused by the negligence of itself or its servants is null and void.' The only provision which is relied upon is that contained in section 15 of article 9 of the present constitution (set out in full in the opinion of Mr. Justice Pope, ante). It seems to me very obvious that the main purpose of this provision of the constitution was to make material, and, as I think, wise and proper, changes in the long-established rule whereby an employer, when sued for damages for injuries sustained by one of his employees, could exempt himself from liability by showing that the injuries complained of by the employee resulted from the negligence of one of his fellow-servants, and to settle finally the doctrine (as to which there has been some conflict of authority) that the fact that an employee (except a conductor or engineer in charge of dangerous or unsafe cars or engines voluntarily operated by him) knew that the machinery or other appliance by which he was injured was defective or unsafe would constitute no defense to an action for damages brought by such employee, and finally to declare that any contract or agreement, either expressed or implied, by which an employee undertakes to waive the benefits of this section shall be null and void.

"The affirmative defense here set up is not based upon any contract or agreement to waive any of the benefits secured by the section of the constitution above analyzed. The constitutional provision now under consideration does not even purport to declare that a railroad corporation can not, by contract, exempt itself from liabilities for damages sustained by reason of its own negligence or that of its servants or agents, for the very obvious reason that such a declaration would have been wholly unnecessary, as that was the law at the time of the adoption of the constitution, well settled by authority, and fully sustained by sound reason, and undisputed by anyone. The sole object of the constitutional provision was to confer upon the employees of railroad corporations certain benefits therein specifically stated, which they either had not previously enjoyed or their right to which was a matter of question; and to secure to such employees the full enjoyment of such benefits it was further provided that any contract to waive any of such benefits 'shall be null and void.' I am, therefore, unable to perceive that section 15 of article 9 of the present constitution has any application to this case, and hence I think the second exception should be overruled.

"Proceeding, then, to the consideration of the fifth exception: This exception, as it seems to me, is based upon the assumption that the contract or arrangement set out in the second affirmative defense is void because against public policy. Whether this assumption is well founded is an important and interesting inquiry, of novel impression in this State, at least.

"If it be assumed that the circuit judge did consider the contract or arrangements set out in the affirmative defense void as against public policy, and gave as his reason for the judgment which he pronounced that notwithstanding such contract was void, yet the plaintiff, by accepting its benefits after the injury was sustained, had estopped himself from bringing this action, I do not think this court would be thereby precluded from considering and determining the two questions: (1) Whether the contract or arrangements set up as a bar to the action was in fact contrary to public policy, and therefore void; (2) if so, whether the acceptance of the benefits of such contract or arrangements after the injury was sustained estopped the plaintiff from bringing this action.

"In the outset I desire to say (what would seem to be needless but for the fact that it appears to have been thought necessary to expend much time and labor upon the point) that I do not suppose anyone doubts that a contract whereby a railroad corporation, or any other common carrier, undertakes to secure immunity from liability for damages for injuries resulting from the negligence of the carrier, or any of his servants or agents, is contrary to public policy, and therefore void. But the question here is whether the contract or arrangement set up in the affirmative defense is a contract for immunity from damages. I do not think it can be so regarded, for, on the contrary, the very terms of the contract necessarily assume that the defendant is liable, and the whole scope and effect of the contract are to fix the measure of such liability and the manner in which liability shall be satisfied."

The chief justice at this point describes the plan of the relief department of the Plant System and the [illegible] when he joined it, as set out prior hereto in the [illegible] continues as follows:

"By entering into this contract, evidenced by the [illegible] relief and hospital department, the plaintiff did not waive any right of action which he might thereafter have against the defendant company. The contract was that if, after receiving any injury [illegible] accepted any benefits which he would be entitled to [illegible] membership of such department, such acceptance should operate as a release of any right of action which he might otherwise have against the company. Under the terms of the arrangement the plaintiff, after he attained the age of twenty-one, had the election either to accept the benefits which, as a member of the relief and hospital department, he would be entitled to claim, or to decline to become a member of the department. If he accepted, he was then bound to release the company. If he declined, he was not bound to release the company, but retain his right of action just as he would have had if he had never become a member of the relief and hospital department. It has been said that this seems to be a one sided arrangement, as the plaintiff, if he chose to accept the benefits, would lose the amount which he had contributed to the relief and hospital department fund. But when it is considered that by the terms of the arrangements the plaintiff would be entitled to the benefits of the fund and to medical or surgical services, and to care and treatment in the hospital, free of any charges therefor, even if his disability arose from sickness or from causes, or from injuries for which the railroad company could not be held liable, this seeming one sidedness disappears. Furthermore, inasmuch as the plaintiff had the right of election, after the injury was sustained, either to sue for damages or to claim the benefits of the relief and hospital department, he could, if the injury was slight, accept the benefits of the relief and hospital department as satisfactory compensation for the injury; but if the injury was serious, and sued for greater compensation than would be afforded by the benefits which he could claim, he could exercise his right to sue for damages; so that it seems to us that the arrangement, properly understood, would be favorable rather than detrimental to the interests of the employee. But, however this may be, such an arrangement certainly can not be regarded as a contract whereby the carrier undertook to secure immunity from liability for injuries sustained by his employee resulting from his own negligence or that of his servants or agents.

"But even if the contract in question could be regarded as contrary to public policy, and therefore void, then, in the eye of the law, the case stands as if no such contract had ever been executed. If the contract was an absolute nullity, then it is as though no such contract was ever made. If so, then the allegation distinctly made in the second affirmative defense, that the plaintiff, after sustaining the injury complained of, for valuable consideration under his hand and seal, released the defendant company from all liability for such injury, was certainly sufficient to constitute a defense to the action, and for that reason, if no other, the demurrer was properly overruled.

"It is contended, however, that the release relied on as a bar to the action is but a part of the contract claimed to be void because contrary to public policy, and hence must fall with it. In the first place, I do not think any part of the contract is contrary to public policy; but conceding, for the sake of argument, that it is, in the second place, I do not think the act of giving the release entered into or formed any part of the contract. The terms of the contract, as set out in the second affirmative defense, are that the plaintiff 'agreed that, in consideration of the contributions of the said companies comprising the Plant System to the relief and hospital department, and of the guaranty by them of the payment of the benefits aforesaid, the acceptance of the benefits from the said relief and hospital department for injury or death shall operate as a release of all claims against said companies, and each of them, for damages by reason of such injury or death.' I am unable to discover anything in the contract which contemplates or requires any formal release such as is alleged to have been executed by the plaintiff. On the contrary, it, as we have seen by the terms of the contract, the acceptance were to 'operate as a release,' there would and could be no necessity for the execution of a formal release. Hence, when the plaintiff did, as alleged, execute a formal release, he was not acting in pursuance of the contract, or carrying out any of its terms, but it was his own voluntary act, independent of the alleged void contract, which must operate as a bar to the action.

"It was claimed by counsel for appellant, in his argument, that under the rules and regulations of the defendant company the plaintiff was required, when he entered the service of such company, to become a member of the said relief and

spital department; but, as that fact does not appear in the 'case' as prepared r argument here, it can not, under the well-settled rule, be considered. But I ay say that, under my view of the case, such fact, even if it did appear, would ake no difference. As I understand it, every person who enters the employment another agrees, either expressly or impliedly, to conform to the regulations of ie employer for the control and management of his employees; and if he is not illing to conform to such regulations, he is at perfect liberty to decline entering ie service of such employer. So, here, when the plaintiff entered the service of ie defendant company, he did so voluntarily, as he was under no compulsion to o so, and might have entered the service of some other company which had no uch rules and regulations, or might have engaged in some other employment; ut when he entered the service of the defendant company, he, like all other mployees, signified his willingness to conform to its regulations, and he there- ore can not properly be said to have been compelled to enter into the contract r arrangements in question.

"It seems to me, therefore, that, under any view that may properly be taken of his case, there was no error in the judgment overruling the demurrer, and hence such judgment should be affirmed."

[From B. L. No. 22, May, 1899.]

TEXAS MIDLAND R. R. *v.* SULLIVAN, 48 Southwestern Reporter, page 598.—David H. Sullivan, having been injured while in the employ of the above-named railroad, applied, upon his partial recovery, for reemployment by said railroad. As a prerequisite of such employment he was required to execute a release of all claims for damages on account of his injuries, which he did. After being employed by the railroad for a short time he was discharged on account of a collision between a car and an engine, which was claimed to be due to his fault. He then brought suit against the railroad to recover damages for his injuries and the railroad set up the release as a defense. In the district court of Kaufman County, Tex., where the cause was heard, a judgment was rendered in favor of the plaintiff, Sullivan, and the defendant railroad appealed the case to the court of civil appeals of the State, which rendered its decision December 24, 1898, and reversed the judgment of the lower court.

From the opinion of the court of civil appeals, delivered by Judge Stephens, the following is quoted:

"It is insisted * * * that * * * the release was without consideration. The only consideration recited therein was one dollar, which was neither paid nor expected to be paid; but the real consideration was shown by parole to be the reemployment of appellant as brakeman in the service of the company. This he voluntarily sought, after a partial recovery from his injuries, and to obtain it executed the release in question, that being required of him as a condition precedent to such reemployment, according to the usage of railroad companies in such cases, with which he was familiar. It * * * appears that the contract was for an indefinite time and the employment of short duration; but by executing the release appellee acquired the right to fix a reasonable time, and if he failed to do so he has no one to blame but himself. The general rule that, where the term of service is left indefinite, either party may put an end to it at will, and without a cause, does not apply. That rule obtains where mutuality of promise is the sole consideration. Here the execution of the release was an independent consideration, giving appellee the right to fix the duration of the employment, and thus prevent an arbitrary discharge by appellant. We could not, without dissenting from the views so clearly and forcefully stated by Judge Stayton in the Scott case (Railroad Co. *v.* Scott, 10 S. W., 99; 72 Tex., 70), which we are by no means inclined to do, hold that there was no consideration for this release."

[From B. L. No. 23, July, 1899.]

PITTSBURG, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO. *v.* MOORE, 53 Northeastern Reporter, page 290.—In the circuit court of Miami County, Ind., Anna B. Moore, administratrix of the estate of Henry E. Moore, deceased, obtained a judgment in a suit brought by her against the above-named railway company to recover damages for the death of her husband, alleged to have been caused by the negligence of the company while he was in its employ. The negligence complained of was the negligence of the engineer of a train in not obeying a city ordinance regulating the rate of speed of trains in passing through the city and providing for sounding the whistle, ringing the bell, etc. The defendant company appealed the case to the supreme court of the State, which rendered its decision March 30, 1899, and reversed the judgment of the lower court.

The following, quoted from the opinion of the supreme court, which was [illegible] ered by Judge Hadley, gives the decision and the reason therefor:

"Appellee concedes that the complaint is grounded upon the first [illegible] fourth clause of what is known as the 'coemployees' liability act [illegible] Burns's Rev. Stat., 1894), which reads as follows: 'Where such injury was [illegible] by the negligence of any person in the service of such corporation who has [illegible] of any locomotive engine or train upon a railway.'

"While we apply the rule that a servant must look out for his own safety [illegible] heed at his peril, all open and ordinary dangers, we must also give [illegible] correlative rule, equally well established, that the servant himself, [illegible] due care, has a right to believe, and to rely upon his belief, that the master [illegible] done his duty in the promotion of safety; and in this instance the deceased [illegible] right to believe that appellant would obey the city ordinance which [illegible] running of trains through the city at a greater rate of speed than 6 miles [illegible] hour, and that required all backing trains or reversed engines with tenders [illegible] front after night to carry a light in front and to sound the whistle and ring [illegible] bell. A disregard of the ordinance, under section 7083, supra, will extend [illegible] engineer in the employ of appellant and in charge and management of its locomotive and train, and if said ordinance was disobeyed by said engineer, as averred, the jury would have the right to impute such disobedience as negligence. It will not do to say, as appellant contends, that the deceased, being in the service of the company and familiar with the needs of the service in running trains backward and forward through the yards and sometimes at a great rate of speed, was not entitled to the protection afforded by the ordinance. The power of a city to pass such an ordinance is conferred as a police power for the protection of the public, and all the public, and because the deceased happened to be in the service of the company within the inhibited territory presents no reason for depriving him of its protection. It follows, therefore, that the jury had the right to find, in the evidence warranted, that obedience to the city ordinances was a duty owing by appellant to the deceased, and its violation was not an assumed risk, but negligence of appellant.

"The next question arises upon the sustaining of the demurrer to the second paragraph of the answer. This answer is pleaded to the whole complaint. It comes upon a contract of membership held by the deceased in an organization known as 'Voluntary Relief Department of the Pennsylvania Lines West of Pittsburg,' of which appellant was one, 'that said department and its funds were managed by said lines without expense to the fund, and that they guaranteed the payment of all its obligations and made up all deficiencies in the fund to meet the payment of all benefits due its members; that said relief department had a set of rules and regulations by which it and its members were governed, and to which all persons assented and agreed to be bound by when they became members thereof, a copy of which was filed with and made a part of said answer. That the decedent on the 7th day of October, 1893, made application and became a member on the terms of the regulations by which said department was operated, and continued such member until his death; that his application, made over his own signature, contained this express stipulation and agreement, to wit: "And I agree that the acceptance of benefits from the said relief fund, for injury or death, shall operate as a release of all claims for damages against said company, arising from such injury or death, which could be made by or through me, and that I or my legal representatives will execute such further instrument as may be necessary formally to evidence such acquittance."' The book of regulations (a part of the contract) contained the following further provision, to wit: 'Should a member or his legal representatives bring suit against either of the companies now associated in administering the relief department, or that may hereafter be associated, for damages on account of injury or death of such member, payment of benefits from the relief fund on account of the same shall not be made until such suit is discontinued. If prosecuted to judgment or compromise, any payment of judgment or amount in compromise shall preclude any claim upon the relief fund for such injury or death.' The answer further alleges that the appellee, Anna B. Moore, his then wife, was made his beneficiary in said fund, and, in event of his death, should receive the death benefit therein provided for, which was $500, and that after his death she did receive from said fund, as such death benefit, said sum of $500, and executed and delivered to the appellant her instrument in writing releasing it from all further liability. The question arises, Did the acceptance by the plaintiff of the death benefit from said relief department release her claim against appellant for the wrongful death of her husband, or does her act come under the protecting provisions of section 5, act of 1893 (Acts of 1893, p. 294, c. 130, Burns's Rev. St., 1894, sec. 7087)? The language of the statute is

ll contracts made by railroads with * * * their employees, or rules, or regula-
ns adopted by any corporation. releasing or relieving it from liability to any
ıployee having a right of action under the provisions of this act, are hereby
clared null and void.' Appellant insists that the contract set out in said second
swer does not come within the provisions of the statute, while the contrary is
aintained by the appellee. It will be noted that the inhibition of the statute is
ainst the making of any contract exonerating a railroad company from a future
ıbility to an employee. The statute attempts only to forbid such contracts as
lease the company from liability to an action under the provisions of the act,
ıd the act provides and seeks to regulate no rights of action except such as
ring from the negligence of the company or its employees. The only purpose
the statute, therefore, is to prohibit the making of contracts relieving a rail-
ad from liability for future negligence of itself and certain of its employees.
s the contract pleaded such a one? It shows that a number of railroads consti-
ıte the Relief Department of the Pennsylvania Lines West of Pittsburg, of
hich appellant was one; that the associated roads assume control and admin-
stration of the department without cost to the fund; that they contribute
ırgely to the fund; that they guarantee that the benefits stipulated for with
mployees shall be paid in full; that membership therein is voluntary; that
he employee is entitled to his benefits, if disabled from any cause—from sickness,
rom accident, from his own fault as well as from the fault of the company. If
lisabled without fault of the company, the living or death benefit may be drawn
rom the fund without question. If by the fault of the company, he may, after
injury, elect whether he will accept the benefits from the fund or pursue his
remedy at law against the company. And that, when he signs the contract, the
only obligation assumed is that, if injured by the fault of the company, he will
not seek double compensation by pursuing both the relief fund and the company.
It further shows, in effect, that when disability comes, and all the facts and con-
ditions are known to him, he is at perfect liberty to then choose between the
relief fund and the treasury of the company—whether he will accept the sure
and immediate benefits from the fund or take his chances in the courts against the
company—and that an adoption of one course shall be held to be an abandonment
of the other. This is the essence of the contract pleaded. It bears no resemblance
to an absolute contract for the release of the company from liability under the
provisions of the statute.

"The contract forbidden by the statute is one relieving the company from liability for the future negligence of itself and employees. The contract pleaded does not provide that the company shall be relieved from liability. It expressly recognizes that enforceable liability may arise, and only stipulates that if the employee shall prosecute a suit against the company to final judgment he shall thereby forfeit his right to the relief fund, and if he accepts compensation from the relief fund he shall thereby forfeit his right of action against the company. It is nothing more nor less than a contract for a choice between sources of compensation where but a single one existed, and it is the final choice—the acceptance of one against the other—that gives validity to the transaction.

"The right to contract upon the subjects, of themselves lawful, by persons sui juris is beyond legislative control so long as the right is exercised without injury to the public. The right to contract is inherent, and is inseparably connected with the right to own and control property, and 'is a primary prerogative of freedom.' (2 Whart. Cont., sec. 1061.) Therefore, in construing the act in question, it must be assumed that the legislature intended to prohibit only such contracts as injuriously affected the public; and can it be said that a contract providing that in the future, when an injury may be suffered, the injured party shall then be free to choose which of two remedies will be most useful to him and most to be preferred is against public policy? We do not see why, and are constrained to hold that the contract pleaded in the second answer is not within the inhibition of section 7087, supra, and that the same may be pleaded as a defense.

"The deceased at the time of his death had not elected whether he would accept compensation from the relief fund or seek his damages by action at law against the appellant. Subsequent to his death the plaintiff, as widow, and who was named in the contract as the sole beneficiary of the death benefit, accepted the stipulated amount—$500—in full satisfaction, and executed to appellant a release from further liability. Appellant contends that, since the widow was the sole beneficiary named in the contract with the relief department, her acceptance of the full sum extinguished all further claim against the company. We can not assent to this proposition. Before death came to Moore he had a cause of action against appellant that he had not released. Upon his death the law conferred a

right of action upon his representative for the use of his next of kin—for the use of his child as well as for the use of his widow—and no act of the latter, with the lawful consent of the child, will deprive the child of its benefit. The widow could only release what she was entitled to. The answer avers that after the death of her husband, and after she has become a beneficiary in a right of action against the company, without fraud she agreed with appellant and accepted the $500 death benefit in full satisfaction of her claim growing out of the death of her husband, and there is perceived no sufficient reason why she should not be bound by it. But her release in no way affected the rights of the child, and for the use of the child's estate, in her representative capacity, the plaintiff has the right to maintain this action."

[From B. L. No. 23, July, 1899.]

PITTSBURG, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO. v. HOSEA. 50 Northeastern Reporter, page 419.—Action was brought by Nora Hosea, administratrix of the estate of Charles Hosea, deceased, against the above-named company, to recover damages for the death of said deceased, her husband, caused by injuries incurred while he was in the employ of the company. She asked damages both for herself and for her minor child. It appeared from the evidence that the deceased had been a member of the "voluntary relief department" of the railroad; that he was entitled, upon being injured, to receive benefits from the fund of said department, when disabled while in the service of the railroad, from sickness, accident, etc., and that in case of his death a gross sum was to be paid to a beneficiary named by him in his application for membership; that said application contained the following stipulation: "And I agree that the acceptance of benefits from said relief fund for injury or death shall operate as a release of all claims for damages against said company arising from such injury or death which could be made by or through me, and that I or my legal representatives will execute such written instrument as may be necessary formally to evidence such acquittance;" that upon his death the amount agreed upon, $1,000, was paid his wife, Nora Hosea, the beneficiary named in his application. Section 5 of the act of March 4, 1893 (section 7087 of the Annotated Statutes of Indiana of 1894), provides that all contracts made by railroads or other corporations with their employees, or rules or regulations adopted by any corporation, releasing or relieving it from liability to any employee having a right of action under the provisions of section 1 of said act (7083, Ann. Stats. of Ind. of 1894) are to be deemed null and void. The plaintiff, Nora Hosea, claimed that under this section the stipulation contained in the application for membership of the deceased, and quoted above, was null and void. The defendant company claimed, on the other hand, that said stipulation was valid and that the acceptance of benefits by her upon the death of her husband was not only a bar to her personal claim for damages, but also a bar to her claim for damages for her minor child. In the circuit court for Clark County, Ind., where the case was heard, a judgment was rendered in her favor for her claim for damages for her minor child, and her own claim was adjudged to have been barred by her acceptance of the $1,000 benefit. The railroad company appealed the case to the supreme court of the State, which rendered its decision April 7, 1899, and affirmed the judgment of the circuit court.

The following is taken from the opinion of the supreme court, which was delivered by Judge Hadley:

"Appellant propounds the following as the questions presented by this appeal: '(1) Constitutionality of the corporation employers' liability act of March 4, 1893 (sections 7083 to 7087, inclusive, of the Ann. Stats. of Ind. of 1894), and especially the fifth section (sec. 7087). (2) Whether contracts of the kind in this case are within the meaning of section 5; and, if so, whether the section is violative of the obligation of the contract in this case, entered into before the act. (3) Whether acceptance of benefits by the death beneficiary of a deceased employee, member of appellant's voluntary relief department, bars an action on death.'

"The first question propounded (as to the constitutionality of the employers' liability act) has been decided adversely to appellant's contention in the case of Railway Co. v. Montgomery, 152 Ind., 1; 49 N. E., 582 (Department of Labor Bulletin No. 18, page 735). The question had full consideration in that case, and we are not content with the conclusion there arrived at.

"The first branch of the second proposition, namely, 'whether contracts of the kind in this case are within the meaning of section 5' of the act of March 4, 1893 (sec. 7087, Ann. Stats. of Ind. of 1894), has also recently received consideration by this court in the case of Railway Co. v. Moore (decided March 30, 1899), 53 N. E., 280 (see page 589, ante). The contract reviewed in the Moore case is identical in terms with the contract pleaded in the second paragraph of answer

this case (the stipulation quoted above contained the application of the eased for membership in the voluntary relief department), and in the former held that the contract was not one to release or relieve the railroad company om future liability, but a contract that in the event of injury, the injured rty would then, after the injury, elect between two sources of compensa-n, and that his election of one would preclude his rights to the other; and nce the contract was one not forbidden by section 5 of said act (section 7087), d must be considered and its validity determined in the same manner as if e act of 1893 had not been adopted. We adhere to the views expressed in the oore case, and it would therefore be a needless waste of effort to consider the nstitutional question presented upon the fifth section of said act."

The court here discussed the appellant's third proposition, and after going into e same at length, concluded as follows:

"The widow, as beneficiary, accepted the death benefit of $1,000 and released ppellant from liability. But her release in no way affected the right of dece-nt's child. She could release only what she was entitled to. (Railway Co. *v.* oore, supra.) Finding no available error in the record, the judgment should e affirmed."

[From B. L. No. 25, November, 1899.]

BECK *v.* PENNSYLVANIA RAILROAD CO., 43 Atlantic Reporter, page 908.—An ction brought by Henry Beck against the above-named railroad company, for he recovery of damages for injury incurred by him while in the employ of said ompany, was heard in the court of errors and appeals of the State of New Jersey nd a judgment was rendered in his favor. The defendant company carried the ase on writ of error before the supreme court of the State, which rendered its lecision June 19, 1899, and reversed the judgment of the lower court. In the ower court the defendant company proved that it and some of its employees had stablished a relief fund, under regulations requiring the members to contribute ertain sums out of their wages, and requiring the company to take charge of the und, to manage it at its own expense, and out of it to make payment of certain spec-ified benefits to sick or injured members, or, in case of the death of a member, to a beneficiary named by him, and, in case the fund was insufficient to make such payments, to supply the deficiency; that plaintiff had become a member, and in his application had agreed that the acceptance of benefits from the fund for injury or death should operate as a release of all claims for damages against the company arising from such injury or death, and that, after the injury for which the action was brought, plaintiff accepted such benefits. The trial judge, on motion in behalf of the plaintiff, overruled and excluded this evidence. In its decision the supreme court held that action of the judge was error, because the transaction created a contract between the company and its employee which was not against public policy, nor lacking in mutuality or consideration, nor beyond the power of the company to make, and because it was not an insurance contract within the meaning of the State insurance law.

The opinion of the supreme court was delivered by Chief Justice Magie, and in the course of the same he used the following clear and instructive language:

"The learned trial judge held the contract between the parties to this action to be opposed to public policy, because he construed it to be a contract by the employee to relieve the employer of its liability to answer for injuries occasioned by its neglect of duty to the employee, and a stipulation on the part of the employee not to hold the employer liable in any event for such injuries. If such is the true construction of the contract, I should not hesitate to assent to the view that it was invalid, for the law will not tolerate a contract between parties by which one agrees that the other may commit a tort to his injury with impunity and without liability to answer for damages. Such a contract would be opposed to public policy. But, in my judgment, such is not the correct construction of the contract now under consideration. I think it plainly apparent that the employee, or his representative, is not debarred by this contract from maintaining such an action (for damages for injuries), but there is an option afforded thereby either to seek redress by action or to accept the benefits stipulated for from the fund. The exclusion of the right of action can only arise by the acceptance of the employee of the optional rights to benefits. I can perceive no reason why such a contract may not be made, and find in it no opposition to the policy of the law.

"What has been said respecting the contract in question disposes also of the objection that it was without consideration or lacking in mutuality. Each of the contracting parties became bound to the other. The contract of each was a legal and sufficient consideration for the contract of each other, and thereby each was mutually bound.

But it is further contended that this contract on the part of the company is ultra vires. I will assume that the company was created to build, maintain and operate a railroad in the State of Pennsylvania, and obtained corporate powers sufficient to enable it to carry out that purpose. We know that it has acquired power in our own State to lease and operate railroads in extension of its system. Upon such assumption and knowledge, we must recognize that it has either expressed or implied power to engage the services of many men, and contract with them as to the compensation they shall receive for their services. Each of these employees is engaged in an employment which subjects him to the hazards of accident and the danger of death. Each is possessed of the liberty to contract with the employer respecting his compensation. A contract by which the employee permits such an employer to create a fund in part out of his wages, supplemented by a contribution by the employer, when necessary, out of which injured sick and injured employees is provided, and by which the employer undertakes to manage the fund and furnish the agreed-on relief, is, in my judgment, within the implied powers of the employer if a corporation. On the part of the employee such a scheme may be deemed likely to increase the efficiency of the service of employees, and on the part of the employee it may tend to relieve him from anxiety as to support if injured by any of the many dangers to which he is liable in the service exposed. As incidental to the contract of employment and compensation therefor, it is not ultra vires.

The second question remains to be considered, and that is whether the contract which has been found to have been made between the parties is one prohibited by the provisions of our legislation on the subject of insurance. The contention of the defendant is that by our laws no contract to indemnify any person against loss by casualty to property or health or life can be made by any corporation except the one created for that purpose under our laws, or a corporation of another State created for that purpose, which has complied with our laws and obtained authority to transact its business in this State. If it be conceded that this contention properly exhibits the scope of our laws on this subject, I do not [illegible] with respect to the contract now under consideration, because it is my opinion such a contract is not one of insurance within the meaning of the laws. The purpose of the legislation appealed to is to regulate the business of insurance companies or corporations who propose to do such business, and who hold themselves out as ready to contract for insurance with any person who may apply to them on the terms on which they offer to insure. If it be conceded that insurance is a proper subject of legislative regulation, it is obvious that such legislation cannot be extended beyond the business intended to be regulated. The relief department of this company does not contemplate [illegible]. Such an association (a railway relief association) creates a fund by the action of its members, and distributes it by an agreed-upon plan among those who become entitled out of beneficial relief.

Nor is the validity of the contract being found to affect its validity [illegible] contends to overrule the evidence of its existence, and its performance by the company, and of the acceptance by Beck of benefits [illegible] evidence the defense of the company was perfect, unless it was overcome by evidence denying the existence of the contract or the acceptance of benefits by Beck. The judgment must, therefore, be reversed.

[illegible] No. 35 May 1900.

[illegible] v. PENNSYLVANIA RY. CO., 34 Southeastern Reporter. [illegible] against the above-named railway company [illegible] a contract signed by him releasing such company from [illegible] sustained by him and to recover damages [illegible] by the superior court of Dooly County [illegible] was tried, a judgment was rendered in favor of the defendant [illegible] case from a writ of error before the supreme court [illegible] decision December 8, 1899, and sustained [illegible] court.

The opinion of the court was delivered by Judge Fish, and the syllabus of the case, which was prepared by the same, reads as follows:

"Where a person [illegible] for a stated sum [illegible] from all liability for a personal injury which he may sustain [illegible] negligence, will be estopped [illegible] from [illegible] because he thought, when [illegible] was not [illegible] when it appears that [illegible] was [illegible] and that having ample opportunity [illegible] and understand [illegible] he signed it, he neglected [illegible]

[From B. L. No. 29, July, 1900.]

PETTY *v.* BRUNSWICK AND WESTERN RAILWAY CO., 35 Southeastern Reporter, page 82.—In the city court of Brunswick, Ga., in a suit brought by Alfred Petty, plaintiff, against the above-named railway company to recover damages for personal injuries incurred by the plaintiff while in the employ of the company, a judgment was rendered in favor of the defendant company, and the plaintiff carried the case upon a writ of error to the supreme court of the State. Said court rendered its decision January 30, 1900, and affirmed the judgment of the lower court.

In the opinion of the court, which was delivered by Presiding Judge Lumpkin, certain principles of interest were laid down, which are given in the syllabus of the decision, prepared by the court, in the following language:

"1. A contract between an employee and his master, or another acting in the latter's interest, by the terms of which the employee, when physically injured, whether as a result of his own negligence or not, or when sick, is to receive pecuniary and other valuable benefits, and which stipulates that his voluntary acceptance of any of such benefits in case of injury is to operate as a release of the master from all liability on account thereof, is not contrary to public policy.

"2. That such a contract secured to the employee substantial benefits, and that the master contributed to the fund for the payment thereof, constituted a valuable consideration as to the employee; and this is true though he himself made a small monthly contribution to that fund. A contract of this kind is not wanting in mutuality.

"6. The acceptance by an injured employee of any benefit under a contract of the kind indicated in the first of the preceding notes is an election on his part to look exclusively to that source for compensation on account of the injury and amounts to a complete accord and satisfaction of his claim for damages against his master therefrom arising."

[From B. L. No. 27, March, 1900.]

POTTER *v.* DETROIT, GRAND HAVEN AND MILWAUKEE RY. CO., 81 Northwestern Reporter, page 80.—In the circuit court of Shiawassee County, Mich., Frank A. Potter recovered a judgment in a suit brought by him against the above-named railway company for damages for injuries incurred by him while in its employ. The company then appealed the case to the supreme court of the State, which rendered its decision December 12, 1899, and affirmed the judgment of the lower court.

In the opinion of the supreme court, delivered by Judge Montgomery, the following, showing an interesting point decided in the case, appears:

"Some time after plaintiff received his injuries, and on October 31, 1892, he signed a release, reciting that he had received certain injuries, as follows: 'At Milwaukee Junction, while riding on a ladder of car, was knocked off by a post standing a little west of the road crossing, cutting my head and bruising my shoulder;' and, after reciting that the company denied liability, for the purpose of determining and ending the question of liability and to avoid litigation, in consideration of reemployment by the company, the release proceeds: 'I do hereby waive and relinquish all claims that I may have against the said company for damages for the aforesaid injuries, and do hereby release the said company of and from all claims as aforesaid.' The recited consideration for this release is 'the reemployment by said company for such time only as may be satisfactory to the said company.' The testimony shows that at the time when the release was signed the plaintiff was already again in the defendant's employ. No change as to the terms of employment was made, nor was the defendant company bound to retain him in its employ for any length of time whatever. There was no consideration for the release. We discover no material error. The judgment should be affirmed."

[From B. L. No. 30, September, 1900.]

LEVISTER *v.* SOUTHERN RAILWAY CO., 35 Southeastern Reporter, page 207.—Action was brought by A. H. Levister against the above-named railway company to recover damages for injuries incurred by him while in its employ. At a hearing in the common pleas circuit court of Richland County, S. C., the defendant company set up as a second defense to the suit the following:

"That after the time of the alleged injury and before the commencement of this action the defendant delivered to the plaintiff and the plaintiff received from the defendant the sum of $210 in full release, satisfaction, and discharge of all claims for damages resulting from the injury alleged in the said complaint."

The facts in the case are set out in the opinion of the appellate court, which was delivered by Chief Justice Henley, and the following is quoted therefrom:

"The complaint is upon a written contract, and is in one paragraph. It alleges the death of Emanuel Carpenter, the settlement of his estate without administration, and that appellants are his heirs and only heirs at law. It alleges that a certain contract was executed by all of the parties to this action, and makes the said contract a part of the complaint. This contract is in the following words: 'This is to certify that Emanuel Carpenter, Sec. 25, Coal Bluff, is insured by the American Casualty Insurance and Security Co., of Baltimore, Md., against accident resulting in bodily injury or death. By the terms of the policy the above-named person, so long as he remains an employee of the Chicago and Eastern Illinois Railroad Co., will receive through the paymaster of that railroad company, in case of accident, however and whenever happening, between the date hereof and the first day of May, 1893, the following benefits: (1st) For accidental injury not resulting in death, one-half of his usual wages during disablement, if not more than fifty (50) weeks; also, doctor bills. (2d) For accidental injury resulting in his death, his legal representatives will receive one-half of his usual wages for one year, and doctor bills and funeral expenses. The above benefits will not accrue to said person except for accidents sustained while he is in the employ of the Chicago and Eastern Illinois Railroad Co., and only between this date and the first day of May, 1893. No benefits will accrue hereunder for any accident occurring as the result of a riot or other violation of law. This certificate is issued in accordance with the policy of insurance issued by the American Casualty Insurance and Security Co. to the Chicago and Eastern Illinois Railroad Co. for the benefit of its employees. Dated at Chicago, Ill., this 1st day of July, 1892. (Signed) American Casualty Insurance and Security Co., W. E. Midgley, president. Chicago and Eastern Illinois R. R. Co., by Charles H. Rockwell, gen'l supt.' It is further alleged that a certain policy of insurance written by appellee's codefendant was taken out by appellee for the benefit of its employees, and that the premium paid for said policy was collected from said employees by appellee retaining a stated amount out of the monthly wages of each insured employee; that appellant's decedent was one of appellee's employees, and that appellee retained out of his monthly wages the sum of $2 per month, which went into the treasury of appellee, to pay for said insurance; that appellant's decedent was accidentally injured in the employ of appellee, and in the line of his said employment, and that said accidental injury occurred during the term of said insurance, and that from said injury he was wholly disabled, and lingered a long time, and finally died as a result thereof; that the wages, doctor bills, and other moneys which said contract and policy of insurance provided should be paid on the happening of the events related in the complaint have never been paid. Judgment for $4000 is demanded.

"Does the complaint state facts sufficient to create a liability upon the part of the appellee? We are unable to find in the complaint any averment charging appellee with a breach of any contract declared upon, or the breach of any duty owing to appellants or their decedent. It is not charged that the moneys, or any part thereof, which appellee deducted from decedent's wages was not applied to the payment of premiums due from him to appellee's codefendant; neither is it charged that appellee received and retained any moneys from the said insurance company which were due appellants under the policy taken out for the benefit of Emanuel Carpenter, deceased. It seems clear to us that this action can not be maintained against appellee. There was no contract of insurance between appellee and Emanuel Carpenter. The contract of insurance was entered into between appellee and its codefendant, and was for the benefit of said Emanuel Carpenter; he accepted its terms, and paid to appellee the amounts necessary to insure him the benefits; he was the third party for whose benefit the contract was made, and under the well-settled rules of law, as announced by the decisions of our supreme court, he, or his heirs in case of his death, could enforce the contract against the insurance company if his injury was such a one as would bring him within the provisions of the policy. We find no error in the record. Judgment affirmed."

[From B. L. No. 22, May, 1899.]

JOHNSON *v.* CHARLESTON AND SAVANNAH RAILWAY CO., 32 Southeastern Reporter, page 2.—This suit was brought by Willis Johnson against the above-named railway company to recover damages for injuries incurred by him while in its employ. The case was heard in the common pleas circuit court of Charleston County, S. C., and a judgment was there rendered for the defendant company. The plaintiff then appealed the case to the supreme court of the State, which

All contracts made by railroads with * * * their employees, or rules, or regulations adopted by any corporation releasing or relieving it from liability to any employee having a right of action under the provisions of this act, are hereby declared null and void.' Appellant insists that the contract set out in said second answer does not come within the provisions of the statute, while the contrary is maintained by the appellee. It will be noted that the inhibition of the statute is against the making of any contract exonerating a railroad company from a future liability to an employee. The statute attempts only to forbid such contracts as release the company from liability to an action under the provisions of the act, and the act provides and seeks to regulate no rights of action except such as spring from the negligence of the company or its employees. The only purpose of the statute, therefore, is to prohibit the making of contracts relieving a railroad from liability for future negligence of itself and certain of its employees. Is the contract pleaded such a one? It shows that a number of railroads constitute the Relief Department of the Pennsylvania Lines West of Pittsburg, of which appellant was one; that the associated roads assume control and administration of the department without cost to the fund; that they contribute largely to the fund; that they guarantee that the benefits stipulated for with employees shall be paid in full; that membership therein is voluntary; that the employee is entitled to his benefits, if disabled from any cause—from sickness, from accident, from his own fault as well as from the fault of the company. If disabled without fault of the company, the living or death benefit may be drawn from the fund without question. If by the fault of the company, he may, after injury, elect whether he will accept the benefits from the fund or pursue his remedy at law against the company. And that, when he signs the contract, the only obligation assumed is that, if injured by the fault of the company, he will not seek double compensation by pursuing both the relief fund and the company. It further shows, in effect, that when disability comes, and all the facts and conditions are known to him, he is at perfect liberty to then choose between the relief fund and the treasury of the company—whether he will accept the sure and immediate benefits from the fund or take his chances in the courts against the company—and that an adoption of one course shall be held to be an abandonment of the other. This is the essence of the contract pleaded. It bears no resemblance to an absolute contract for the release of the company from liability under the provisions of the statute.

"The contract forbidden by the statute is one relieving the company from liability for the future negligence of itself and employees. The contract pleaded does not provide that the company shall be relieved from liability. It expressly recognizes that enforceable liability may arise, and only stipulates that if the employee shall prosecute a suit against the company to final judgment he shall thereby forfeit his right to the relief fund, and if he accepts compensation from the relief fund he shall thereby forfeit his right of action against the company. It is nothing more nor less than a contract for a choice between sources of compensation where but a single one existed, and it is the final choice—the acceptance of one against the other—that gives validity to the transaction.

"The right to contract upon the subjects, of themselves lawful, by persons sui juris is beyond legislative control so long as the right is exercised without injury to the public. The right to contract is inherent, and is inseparably connected with the right to own and control property, and 'is a primary prerogative of freedom.' (2 Whart. Cont., sec. 1061.) Therefore, in construing the act in question, it must be assumed that the legislature intended to prohibit only such contracts as injuriously affected the public; and can it be said that a contract providing that in the future, when an injury may be suffered, the injured party shall then be free to choose which of two remedies will be most useful to him and most to be preferred is against public policy? We do not see why, and are constrained to hold that the contract pleaded in the second answer is not within the inhibition of section 7087, supra, and that the same may be pleaded as a defense.

"The deceased at the time of his death had not elected whether he would accept compensation from the relief fund or seek his damages by action at law against the appellant. Subsequent to his death the plaintiff, as widow, and who was named in the contract as the sole beneficiary of the death benefit, accepted the stipulated amount—$500—in full satisfaction, and executed to appellant a release from further liability. Appellant contends that, since the widow was the sole beneficiary named in the contract with the relief department, her acceptance of the full sum extinguished all further claim against the company. We can not assent to this proposition. Before death came to Moore he had a cause of action against appellant that he had not released. Upon his death the law conferred a

against the railroad company, having elected to receive the benefits under that contract, and from suing the railroad company here for damages, and I overrule the demurrer.' Counsel for the plaintiff excepted to the ruling, and gave notice of intention to appeal. Exceptions: '(1) Because his honor erred in holding that the said second affirmative defense set up in the answer contained allegations of fact sufficient to constitute a defense. (2) Because his honor erred in not holding that a contract whereby a railroad corporation seeks immunity from damages caused by the negligence of itself or its servants is null and void, under the constitution of the State. (3) Because his honor erred in not holding that such a contract is null and void, because it is against public policy. (4) Because his honor erred in holding that such a contract may properly be pleaded as a defense in an action brought by an employee against a railroad company for damages caused by said company or its servants. (5) Because his honor erred in holding that, even if such a contract were void, the receiving of money or other consideration thereunder was such an act as would bar recovery of damages.'

"It is apparent from the text of Judge Watts's decision that he held that the contract entered into by and between the plaintiff and the defendant, as a member of the Plant System, was void, as against public policy; and from this decision of Judge Watts there is no appeal, and hence it is the law of this case. However, the circuit judge, as he thought, under the decision of this court in the case of Price *v.* Railroad Company (33 S. C., 556; 12 S. E., 413), held that the subsequent receipt of Johnson to the defendant company would estop Johnson from bringing this action. We do not think the case of Price *v.* Railroad Company is decisive of this case.

"It seems to us that, when analyzed, the proposition of the defendant railway company is, as to either or both of these matters: First, a party can contract to relieve a railway company from the negligence of such railway company; or, second, a party, not being able to contract with a railroad company as against its negligence, yet, by the acceptance of a benefit under such contract, may be estopped thereby from suing the railway company for its negligence. As to the first position, we say unhesitatingly that our decisions uniformly hold that we can not make a valid contract to free a railway company for its negligence. But, apart from our decisions, the new constitution of this State, adopted in the year 1895, in article 9, section 15, provides: 'Every employee of every railroad corporation shall have the same rights and remedies for any injury suffered by him from the acts or omissions of said corporation or its employees as are allowed by law to other persons not employees, when the injury results from the negligence of a superior agent or officer or of a person having a right to control or direct the services of a party injured, and also when the injury results from the negligence of a fellow-servant engaged in another department of labor from that of the party injured, or of a fellow-servant on another train of cars, or even engaged about a different piece of work. * * * Any contract or agreement, expressed or implied, made by any employee to waive the benefit of this section shall be null and void; and this section shall not be construed to deprive any employee of a corporation or his legal or personal representative of any remedy or right that he now has by the law of the land.' One of the results of this provision of the constitution is that the employees of a railway corporation are placed upon the same plane with all other persons in any case of injury which results from negligence of such railway company. This being so, no contract by which an employee binds himself to forego an action by reason of negligence as against a railway company is valid. It is not only against public policy, but it is forbidden by the constitution. Now, as to the second point. It seems to us that the language in the last part of section 15, article 9, of our constitution forbids any agreement by an employee to waive the benefits of this section. But, if this were not so, still, as the original contract to release the railway from the liability for its negligence was void, any attempt by this employee to ratify such void contract is a nullity. It is needless to prolong this discussion or to cite the numerous authorities bearing on this matter. 28 Am. and Eng. Enc. Law, 478, puts the doctrine thus: 'A void act, as defined in the latter cases, and by approved authorities, is one which is entirely null, not binding on either party, and not susceptible of ratification.' We will not undertake to comment upon the plans of the Plant System as to the protective association. My opinion is, the judgment of this court should be that the judgment of the circuit court should be reversed; but, inasmuch as the justices are evenly divided in opinion, under our constitution the judgment of the circuit court stands affirmed."

Chief Justice McIver delivered an opinion in favor of affirming the judgment of the lower court, and the following is quoted therefrom:

"The sole question presented for the decision of the circuit judge was whether

this case (the stipulation quoted above contained the application of the ceased for membership in the voluntary relief department), and in the former e held that the contract was not one to release or relieve the railroad company om future liability, but a contract that in the event of injury, the injured rty would then, after the injury, elect between two sources of compensa-on, and that his election of one would preclude his rights to the other; and nce the contract was one not forbidden by section 5 of said act (section 7087), id must be considered and its validity determined in the same manner as if ie act of 1893 had not been adopted. We adhere to the views expressed in the oore case, and it would therefore be a needless waste of effort to consider the nstitutional question presented upon the fifth section of said act."

The court here discussed the appellant's third proposition, and after going into ie same at length, concluded as follows:

"The widow, as beneficiary, accepted the death benefit of $1,000 and released ppellant from liability. But her release in no way affected the right of dece-nt's child. She could release only what she was entitled to. (Railway Co. *v.* loore, supra.) Finding no available error in the record, the judgment should e affirmed."

[From B. L. No. 25, November, 1899.]

BECK *v.* PENNSYLVANIA RAILROAD CO., 43 Atlantic Reporter, page 908.—An ction brought by Henry Beck against the above-named railroad company, for he recovery of damages for injury incurred by him while in the employ of said ompany, was heard in the court of errors and appeals of the State of New Jersey nd a judgment was rendered in his favor. The defendant company carried the ase on writ of error before the supreme court of the State, which rendered its ecision June 19, 1899, and reversed the judgment of the lower court. In the ower court the defendant company proved that it and some of its employees had stablished a relief fund, under regulations requiring the members to contribute ertain sums out of their wages, and requiring the company to take charge of the und, to manage it at its own expense, and out of it to make payment of certain spec-fied benefits to sick or injured members, or, in case of the death of a member, to a beneficiary named by him, and, in case the fund was insufficient to make such payments, to supply the deficiency; that plaintiff had become a member, and in his application had agreed that the acceptance of benefits from the fund for injury or death should operate as a release of all claims for damages against the company arising from such injury or death, and that, after the injury for which the action was brought, plaintiff accepted such benefits. The trial judge, on motion in behalf of the plaintiff, overruled and excluded this evidence. In its decision the supreme court held that action of the judge was error, because the transaction created a contract between the company and its employee which was not against public policy, nor lacking in mutuality or consideration, nor beyond the power of the company to make, and because it was not an insurance contract within the meaning of the State insurance law.

The opinion of the supreme court was delivered by Chief Justice Magie, and in the course of the same he used the following clear and instructive language:

"The learned trial judge held the contract between the parties to this action to be opposed to public policy, because he construed it to be a contract by the employee to relieve the employer of its liability to answer for injuries occasioned by its neglect of duty to the employee, and a stipulation on the part of the employee not to hold the employer liable in any event for such injuries. If such is the true construction of the contract, I should not hesitate to assent to the view that it was invalid, for the law will not tolerate a contract between parties by which one agrees that the other may commit a tort to his injury with impunity and without liability to answer for damages. Such a contract would be opposed to public policy. But, in my judgment, such is not the correct construction of the contract now under consideration. I think it plainly apparent that the employee, or his representative, is not debarred by this contract from maintaining such an action (for damages for injuries), but there is an option afforded thereby either to seek redress by action or to accept the benefits stipulated for from the fund. The exclusion of the right of action can only arise by the acceptance of the employee of the optional rights to benefits. I can perceive no reason why such a contract may not be made, and find in it no opposition to the policy of the law.

"What has been said respecting the contract in question disposes also of the objection that it was without consideration or lacking in mutuality. Each of the contracting parties became bound to the other. The contract of each was a legal and sufficient consideration for the contract of each other, and thereby each was mutually bound.

The chief justice at this point describes the plan of the relief and hospital department of the Plant System and the contract which plaintiff entered into when he joined it, as set out prior hereto in the opinion of Justice Pope, and then continues as follows:

"By entering into this contract, evidenced by his becoming a member of the relief and hospital department, the plaintiff did not waive or release any right of action which he might thereafter have against the defendant company, but his contract was that if, after receiving any injury at the hands of the company, he accepted any benefits which he would be entitled to claim by virtue of his membership of such department, such acceptance should operate as a release of any right of action which he might otherwise have against the company. So that by the terms of the arrangement the plaintiff, after he sustained the injury, had his election either to accept the benefits which, as a member of the relief and hospital department, he would be entitled to claim, or to decline to receive such benefits. If he accepted, he was then bound to release the company; but if he declined, he was not bound to release the company, but retain his right of action, just as if he had never become a member of the relief and hospital department. It may be said that this seems to be a one-sided arrangement, as the plaintiff, if he declined to accept the benefits, would lose the amount which he had contributed to the relief and hospital department fund. But when it is considered that by the terms of the arrangements the plaintiff would be entitled to the benefits of the fund, and to medical or surgical services, and to care and treatment in the hospital, free of any charges therefor, even if his disability arose from sickness from natural causes, or from injuries for which the railroad company could not be held responsible, this seeming one-sidedness disappears. Furthermore, inasmuch as the plaintiff had the right of election, after the injury was sustained, either to sue for damages or to claim the benefits of the relief and hospital department, he could, if the injury was slight, accept the benefits of the relief and hospital department as satisfactory compensation for the injury; but if the injury was serious, calling for greater compensation than would be afforded by the benefits which he might claim, he could exercise his right to sue for damages; so that it seems to me that the arrangement, properly understood, would be favorable rather than detrimental to the interests of the employee. But, however this may be, such an arrangement certainly can not be regarded as a contract whereby the carrier undertook to secure immunity from liability for injuries sustained by his employee resulting from his own negligence or that of his servants or agents.

"But even if the contract in question could be regarded as contrary to public policy, and therefore void, then, in the eye of the law, the case stands as if no such contract had ever been executed. If the contract was an absolute nullity, then it is as though no such contract was ever made. If so, then the allegation distinctly made in the second affirmative defense, that the plaintiff, after sustaining the injury complained of, for valuable consideration under his hand and seal, released the defendant company from all liability for such injury, was certainly sufficient to constitute a defense to the action, and for that reason, if no other, the demurrer was properly overruled.

"It is contended, however, that the release relied on as a bar to the action is but a part of the contract claimed to be void because contrary to public policy, and hence must fall with it. In the first place, I do not think any part of the contract is contrary to public policy; but conceding, for the sake of argument, that it is, in the second place, I do not think the act of giving the release entered into or formed any part of the contract. The terms of the contract, as set out in the second affirmative defense, are that the plaintiff 'agreed that, in consideration of the contributions of the said companies comprising the Plant System to the relief and hospital department, and of the guaranty by them of the payment of the benefits aforesaid, the acceptance of the benefits from the said relief and hospital department for injury or death shall operate as a release of all claims against said companies, and each of them, for damages by reason of such injury or death.' I am unable to discover anything in the contract which contemplates or requires any formal release such as is alleged to have been executed by the plaintiff. On the contrary, if, as we have seen by the terms of the contract, the acceptance were to 'operate as a release,' there would and could be no necessity for the execution of a formal release. Hence, when the plaintiff did, as alleged, execute a formal release, he was not acting in pursuance of the contract, or carrying out any of its terms, but it was his own voluntary act, independent of the alleged void contract, which must operate as a bar to the action.

"It was claimed by counsel for appellant, in his argument, that under the rules and regulations of the defendant company the plaintiff was required, when he entered the service of such company, to become a member of the said relief and

[From B. L. No. 29, July, 1900.]

PETTY *v.* BRUNSWICK AND WESTERN RAILWAY CO., 35 Southeastern Reporter, age 82.—In the city court of Brunswick, Ga., in a suit brought by Alfred Petty, s plaintiff, against the above-named railway company to recover damages for ersonal injuries incurred by the plaintiff while in the employ of the company, a udgment was rendered in favor of the defendant company, and the plaintiff caried the case upon a writ of error to the supreme court of the State. Said court endered its decision January 30, 1900, and affirmed the judgment of the lower ourt.

In the opinion of the court, which was delivered by Presiding Judge Lumpkin, ertain principles of interest were laid down, which are given in the syllabus of he decision, prepared by the court, in the following language:

"1. A contract between an employee and his master, or another acting in the atter's interest, by the terms of which the employee, when physically injured, vhether as a result of his own negligence or not, or when sick, is to receive pecuniary and other valuable benefits, and which stipulates that his voluntary acceptance of any of such benefits in case of injury is to operate as a release of the master rom all liability on account thereof, is not contrary to public policy.

"2. That such a contract secured to the employee substantial benefits, and that he master contributed to the fund for the payment thereof, constituted a valuable consideration as to the employee; and this is true though he himself made a mall monthly contribution to that fund. A contract of this kind is not wanting n mutuality.

"6. The acceptance by an injured employee of any benefit under a contract of the kind indicated in the first of the preceding notes is an election on his part to look exclusively to that source for compensation on account of the injury and amounts to a complete accord and satisfaction of his claim for damages against his master therefrom arising."

[From B. L. No. 27, March, 1900.]

POTTER *v.* DETROIT, GRAND HAVEN AND MILWAUKEE RY. CO., 81 Northwestern Reporter, page 80.—In the circuit court of Shiawassee County, Mich., Frank A. Potter recovered a judgment in a suit brought by him against the above-named railway company for damages for injuries incurred by him while in its employ. The company then appealed the case to the supreme court of the State, which rendered its decision December 12, 1899, and affirmed the judgment of the lower court.

In the opinion of the supreme court, delivered by Judge Montgomery, the following, showing an interesting point decided in the case, appears:

"Some time after plaintiff received his injuries, and on October 31, 1892, he signed a release, reciting that he had received certain injuries, as follows: 'At Milwaukee Junction, while riding on a ladder of car, was knocked off by a post standing a little west of the road crossing, cutting my head and bruising my shoulder;' and, after reciting that the company denied liability, for the purpose of determining and ending the question of liability and to avoid litigation, in consideration of reemployment by the company, the release proceeds: 'I do hereby waive and relinquish all claims that I may have against the said company for damages for the aforesaid injuries, and do hereby release the said company of and from all claims as aforesaid.' The recited consideration for this release is 'the reemployment by said company for such time only as may be satisfactory to the said company.' The testimony shows that at the time when the release was signed the plaintiff was already again in the defendant's employ. No change as to the terms of employment was made, nor was the defendant company bound to retain him in its employ for any length of time whatever. There was no consideration for the release. We discover no material error. The judgment should be affirmed."

[From B. L. No. 30, September, 1900.]

LEVISTER *v.* SOUTHERN RAILWAY CO., 35 Southeastern Reporter, page 207.—Action was brought by A. H. Levister against the above-named railway company to recover damages for injuries incurred by him while in its employ. At a hearing in the common pleas circuit court of Richland County, S. C., the defendant company set up as a second defense to the suit the following:

"That after the time of the alleged injury and before the commencement of this action the defendant delivered to the plaintiff and the plaintiff received from the defendant the sum of $210 in full release, satisfaction, and discharge of all claims for damages resulting from the injury alleged in the said complaint."

The following, quoted from the opinion of the supreme court, which was delivered by Judge Hadley, gives the decision and the reason therefor:

"Appellee concedes that the complaint is grounded upon the first branch of the fourth clause of what is known as the 'coemployees' liability act' (sec. 7087, Burns's Rev. Stat., 1894), which reads as follows: 'Where such injury was caused by the negligence of any person in the service of such corporation who has charge of any locomotive engine or train upon a railway.'

"While we apply the rule that a servant must look out for his own safety and heed, at his peril, all open and ordinary dangers, we must also give force to the correlative rule, equally well established, that the servant himself, observing due care, has a right to believe, and to rely upon his belief, that the master has done his duty in the promotion of safety; and in this instance the deceased had a right to believe that appellant would obey the city ordinance which forbade the running of trains through the city at a greater rate of speed than 6 miles an hour, and that required all backing trains or reversed engines with tenders in front after night to carry a light in front and to sound the whistle and ring the bell. A disregard of the ordinance, under section 7088, supra, will extend to the engineer in the employ of appellant and in charge and management of its locomotive and train, and if said ordinance was disobeyed by said engineer, as averred, the jury would have the right to impute such disobedience as negligence. It will not do to say, as appellant contends, that the deceased, being in the service of the company and familiar with the needs of the service in running trains backward and forward through the yards and sometimes at a great rate of speed, was not entitled to the protection afforded by the ordinance. The power of a city to pass such an ordinance is conferred as a police power for the protection of the public, and all the public; and because the deceased happened to be in the service of the company within the inhibited territory presents no reason for depriving him of its protection. It follows, therefore, that the jury had the right to find, if the evidence warranted, that obedience to the city ordinances was a duty owing by appellant to the deceased, and its violation was not an assumed risk, but negligence of appellant.

"The next question arises upon the sustaining of the demurrer to the second paragraph of the answer. This answer is pleaded to the whole complaint. It counts upon a contract of membership held by the deceased in an organization known as 'Voluntary Relief Department of the Pennsylvania Lines West of Pittsburg,' of which appellant was one; 'that said department and its funds were managed by said lines without expense to the fund, and that they guaranteed the payment of all its obligations and made up all deficiencies in the fund to meet the payment of all benefits due its members; that said relief department had a set of rules and regulations by which it and its members were governed, and to which all persons assented and agreed to be bound by when they became members thereof, a copy of which was filed with and made a part of said answer. That the decedent on the 7th day of October, 1893, made application and became a member on the terms of the regulations by which said department was operated, and continued such member until his death; that his application, made over his own signature, contained this express stipulation and agreement, to wit: "And I agree that the acceptance of benefits from the said relief fund, for injury or death, shall operate as a release of all claims for damages against said company, arising from such injury or death, which could be made by or through me, and that I or my legal representatives will execute such further instrument as may be necessary formally to evidence such acquittance."' The book of regulations (a part of the contract) contained the following further provision, to wit: 'Should a member or his legal representatives bring suit against either of the companies now associated in administering the relief department, or that may hereafter be associated, for damages on account of injury or death of such member, payment of benefits from the relief fund on account of the same shall not be made until such suit is discontinued. If prosecuted to judgment or compromise, any payment of judgment or amount in compromise shall preclude any claim upon the relief fund for such injury or death.' The answer further alleges that the appellee, Anna B. Moore, his then wife, was made his beneficiary in said fund, and, in event of his death, should receive the death benefit therein provided for, which was $500, and that after his death she did receive from said fund, as such death benefit, said sum of $500, and executed and delivered to the appellant her instrument in writing releasing it from all further liability. The question arises, Did the acceptance by the plaintiff of the death benefit from said relief department release her claim against appellant for the wrongful death of her husband, or does her act come under the protecting provisions of section 5, act of 1893 (Acts of 1893, p. 294, c. 130; Burns's Rev. St., 1894, sec. 7087)? The language of the statute is.

ll contracts made by railroads with * * * their employees, or rules, or regulaons adopted by any corporation releasing or relieving it from liability to any nployee having a right of action under the provisions of this act, are hereby clared null and void.' Appellant insists that the contract set out in said second nswer does not come within the provisions of the statute, while the contrary is aintained by the appellee. It will be noted that the inhibition of the statute is gainst the making of any contract exonerating a railroad company from a future ability to an employee. The statute attempts only to forbid such contracts as elease the company from liability to an action under the provisions of the act, nd the act provides and seeks to regulate no rights of action except such as pring from the negligence of the company or its employees. The only purpose f the statute, therefore, is to prohibit the making of contracts relieving a raiload from liability for future negligence of itself and certain of its employees. s the contract pleaded such a one? It shows that a number of railroads constiute the Relief Department of the Pennsylvania Lines West of Pittsburg, of vhich appellant was one; that the associated roads assume control and adminstration of the department without cost to the fund; that they contribute argely to the fund; that they guarantee that the benefits stipulated for with mployees shall be paid in full; that membership therein is voluntary; that he employee is entitled to his benefits, if disabled from any cause—from sickness, rom accident, from his own fault as well as from the fault of the company. If lisabled without fault of the company, the living or death benefit may be drawn rom the fund without question. If by the fault of the company, he may, after injury, elect whether he will accept the benefits from the fund or pursue his remedy at law against the company. And that, when he signs the contract, the only obligation assumed is that, if injured by the fault of the company, he will not seek double compensation by pursuing both the relief fund and the company. It further shows, in effect, that when disability comes, and all the facts and conditions are known to him, he is at perfect liberty to then choose between the relief fund and the treasury of the company—whether he will accept the sure and immediate benefits from the fund or take his chances in the courts against the company—and that an adoption of one course shall be held to be an abandonment of the other. This is the essence of the contract pleaded. It bears no resemblance to an absolute contract for the release of the company from liability under the provisions of the statute.

"The contract forbidden by the statute is one relieving the company from liability for the future negligence of itself and employees. The contract pleaded does not provide that the company shall be relieved from liability. It expressly recognizes that enforceable liability may arise, and only stipulates that if the employee shall prosecute a suit against the company to final judgment he shall thereby forfeit his right to the relief fund, and if he accepts compensation from the relief fund he shall thereby forfeit his right of action against the company. It is nothing more nor less than a contract for a choice between sources of compensation where but a single one existed, and it is the final choice—the acceptance of one against the other—that gives validity to the transaction.

"The right to contract upon the subjects, of themselves lawful, by persons sui juris is beyond legislative control so long as the right is exercised without injury to the public. The right to contract is inherent, and is inseparably connected with the right to own and control property, and 'is a primary prerogative of freedom.' (2 Whart. Cont., sec. 1061.) Therefore, in construing the act in question, it must be assumed that the legislature intended to prohibit only such contracts as injuriously affected the public; and can it be said that a contract providing that in the future, when an injury may be suffered, the injured party shall then be free to choose which of two remedies will be most useful to him and most to be preferred is against public policy? We do not see why, and are constrained to hold that the contract pleaded in the second answer is not within the inhibition of section 7087, supra, and that the same may be pleaded as a defense.

"The deceased at the time of his death had not elected whether he would accept compensation from the relief fund or seek his damages by action at law against the appellant. Subsequent to his death the plaintiff, as widow, and who was named in the contract as the sole beneficiary of the death benefit, accepted the stipulated amount—$500—in full satisfaction, and executed to appellant a release from further liability. Appellant contends that, since the widow was the sole beneficiary named in the contract with the relief department, her acceptance of the full sum extinguished all further claim against the company. We can not assent to this proposition. Before death came to Moore he had a cause of action against appellant that he had not released. Upon his death the law conferred a

right of action upon his representative for the use of his next of kin—for the use of his child as well as for the use of his widow—and no act of the latter, without the lawful consent of the child, will deprive the child of its benefit. The widow could only release what she was entitled to. The answer avers that after the death of her husband, and after she has become a beneficiary in a right of action against the company, without fraud she agreed with appellant and accepted the $500 death benefit in full satisfaction of her claim growing out of the death of her husband, and there is perceived no sufficient reason why she should not be bound by it. But her release in no way affected the rights of the child, and for the use of the child's estate, in her representative capacity, the plaintiff has the right to maintain this action."

[From B. L. No. 23, July, 1899.]

PITTSBURG, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY CO. *v.* HOSEA, 53 Northeastern Reporter, page 419.—Action was brought by Nora Hosea, administratrix of the estate of Charles Hosea, deceased, against the above-named company, to recover damages for the death of said deceased, her husband, caused by injuries incurred while he was in the employ of the company. She asked damages both for herself and for her minor child. It appeared from the evidence that the deceased had been a member of the "voluntary relief department" of the railroad; that he was entitled, upon being injured, to receive benefits from the fund of said department, when disabled while in the service of the railroad, from sickness, accident, etc., and that in case of his death a gross sum was to be paid to a beneficiary named by him in his application for membership; that said application contained the following stipulation: "And I agree that the acceptance of benefits from said relief fund for injury or death shall operate as a release of all claims for damages against said company arising from such injury or death which could be made by or through me, and that I or my legal representatives will execute such written instrument as may be necessary formally to evidence such acquittance;" that upon his death the amount agreed upon, $1,000, was paid his wife, Nora Hosea, the beneficiary named in his application. Section 5 of the act of March 4, 1893 (section 7087 of the Annotated Statutes of Indiana of 1894), provides that all contracts made by railroads or other corporations with their employees, or rules or regulations adopted by any corporation, releasing or relieving it from liability to any employee having a right of action under the provisions of section 1 of said act (7083, Ann. Stats. of Ind. of 1894) are to be deemed null and void. The plaintiff, Nora Hosea, claimed that under this section the stipulation contained in the application for membership of the deceased, and quoted above, was null and void. The defendant company claimed, on the other hand, that said stipulation was valid and that the acceptance of benefits by her upon the death of her husband was not only a bar to her personal claim for damages, but also a bar to her claim for damages for her minor child. In the circuit court for Clark County, Ind., where the case was heard, a judgment was rendered in her favor for her claim for damages for her minor child, and her own claim was adjudged to have been barred by her acceptance of the $1,000 benefit. The railroad company appealed the case to the supreme court of the State, which rendered its decision April 7, 1899, and affirmed the judgment of the circuit court.

The following is taken from the opinion of the supreme court, which was delivered by Judge Hadley:

"Appellant propounds the following as the questions presented by this appeal: '(1) Constitutionality of the corporation employers' liability act of March 4, 1893 (sections 7083 to 7087, inclusive, of the Ann. Stats. of Ind. of 1894), and especially the fifth section (sec. 7087). (2) Whether contracts of the kind in this case are within the meaning of section 5; and, if so, whether the section is violative of the obligation of the contract in this case, entered into before the act. (3) Whether acceptance of benefits by the death beneficiary of a deceased employee, member of appellant's voluntary relief department, bars an action on death.'

"The first question propounded (as to the constitutionality of the employers' liability act) has been decided adversely to appellant's contention in the case of Railway Co. *v.* Montgomery, 152 Ind., 1; 49 N. E., 582 (Department of Labor Bulletin No. 18, page 723). The question had full consideration in that case, and we are not content with the conclusion there arrived at.

"The first branch of the second proposition, namely, 'whether contracts of the kind in this case are within the meaning of section 5' of the act of March 4, 1893 (sec. 7087, Ann. Stats. of Ind. of 1894), has also recently received consideration by this court in the case of Railway Co. *v.* Moore (decided March 30, 1899), 53 N. E., 290 (see page 589, ante). The contract reviewed in the Moore case is identical in terms with the contract pleaded in the second paragraph of answer

this case (the stipulation quoted above contained the application of the ceased for membership in the voluntary relief department), and in the former e held that the contract was not one to release or relieve the railroad company om future liability, but a contract that in the event of injury, the injured rty would then, after the injury, elect between two sources of compensa-on, and that his election of one would preclude his rights to the other; and nce the contract was one not forbidden by section 5 of said act (section 7087), id must be considered and its validity determined in the same manner as if e act of 1893 had not been adopted. We adhere to the views expressed in the oore case, and it would therefore be a needless waste of effort to consider the nstitutional question presented upon the fifth section of said act."

The court here discussed the appellant's third proposition, and after going into ie same at length, concluded as follows:

"The widow, as beneficiary, accepted the death benefit of $1,000 and released ppellant from liability. But her release in no way affected the right of dece-ent's child. She could release only what she was entitled to. (Railway Co. *v.* [oore, supra.) Finding no available error in the record, the judgment should e affirmed."

[From B. L. No. 25, November, 1899.]

BECK *v.* PENNSYLVANIA RAILROAD CO., 43 Atlantic Reporter, page 908.—An ction brought by Henry Beck against the above-named railroad company, for he recovery of damages for injury incurred by him while in the employ of said ompany, was heard in the court of errors and appeals of the State of New Jersey nd a judgment was rendered in his favor. The defendant company carried the ase on writ of error before the supreme court of the State, which rendered its ecision June 19, 1899, and reversed the judgment of the lower court. In the ower court the defendant company proved that it and some of its employees had stablished a relief fund, under regulations requiring the members to contribute ertain sums out of their wages, and requiring the company to take charge of the und, to manage it at its own expense, and out of it to make payment of certain spec-fied benefits to sick or injured members, or, in case of the death of a member, to beneficiary named by him, and, in case the fund was insufficient to make such ayments, to supply the deficiency; that plaintiff had become a member, and in is application had agreed that the acceptance of benefits from the fund for injury r death should operate as a release of all claims for damages against the company rising from such injury or death, and that, after the injury for which the action was brought, plaintiff accepted such benefits. The trial judge, on motion in ehalf of the plaintiff, overruled and excluded this evidence. In its decision the upreme court held that action of the judge was error, because the transaction reated a contract between the company and its employee which was not against public policy, nor lacking in mutuality or consideration, nor beyond the power of the company to make, and because it was not an insurance contract within the meaning of the State insurance law.

The opinion of the supreme court was delivered by Chief Justice Magie, and in the course of the same he used the following clear and instructive language:

"The learned trial judge held the contract between the parties to this action to be opposed to public policy, because he construed it to be a contract by the employee to relieve the employer of its liability to answer for injuries occasioned by its neglect of duty to the employee, and a stipulation on the part of the employee not to hold the employer liable in any event for such injuries. If such is the true construction of the contract, I should not hesitate to assent to the view that it was invalid, for the law will not tolerate a contract between parties by which one agrees that the other may commit a tort to his injury with impunity and without liability to answer for damages. Such a contract would be opposed to public policy. But, in my judgment, such is not the correct construction of the contract now under consideration. I think it plainly apparent that the employee, or his representative, is not debarred by this contract from maintaining such an action (for damages for injuries), but there is an option afforded thereby either to seek redress by action or to accept the benefits stipulated for from the fund. The exclusion of the right of action can only arise by the acceptance of the employee of the optional rights to benefits. I can perceive no reason why such a contract may not be made, and find in it no opposition to the policy of the law.

"What has been said respecting the contract in question disposes also of the objection that it was without consideration or lacking in mutuality. Each of the contracting parties became bound to the other. The contract of each was a legal and sufficient consideration for the contract of each other, and thereby each was mutually bound.

"But it is further contended that this contract on the part of the company is ultra vires. I will assume that the company was created to build, maintain, and operate a railroad in the State of Pennsylvania, and obtained corporate powers sufficient to enable it to carry out that purpose. We know that it has acquired power in our own State to lease and operate railroads in extension of its system. Upon such assumption and knowledge, we must recognize that it has either express or implied power to engage the services of many men, and contract with them as to the compensation they shall receive for their services. Each of such employees is engaged in an employment which subjects him to the hazard of injury and the danger of death. Each is possessed of the liberty to contract with the employer respecting his compensation. A contract by which an employee permits such an employer to create a fund in part out of his wages, supplemented by a contribution by the employer, when necessary, out of which relief for sick and injured employees is provided, and by which the employer undertakes to manage the fund and furnish the agreed-on relief, is, in my judgment, within the implied powers of the employer if a corporation. On the part of the employer such a scheme may be deemed likely to increase the efficiency of the force it employs, and on the part of the employee it may tend to relieve from anxiety as to support if injured by any of the many dangers to which he is daily and hourly exposed. As incidental to the contract of employment and compensation, therefore, it is not ultra vires.

"One question remains to be considered, and that is whether the contract which has been found to have been made between the parties is one prohibited by the provisions of our legislation on the subject of insurance. The contention of defendant in error is that by our laws no contract to indemnify any person against loss by casualty to property or health or life can be made by any corporation except one incorporated for that purpose under our laws, or a corporation of a foreign state formed for that purpose, which has compiled with our laws and obtained authority to transact its business in this State. If it be conceded that this contention properly exhibits the scope of our laws on this subject, I do not think it effective in respect to the contract now under consideration, because, in my judgment, such a contract is not one of insurance within the meaning of these laws. The purpose of the legislation appealed to is to regulate the business of insurance of various kinds by corporations who propose to do such business, and who hold themselves out as ready to contract for insurance with any person who applies and agrees to the terms on which they offer to insure. If it be conceded that such business is a proper subject of legislative regulation, it is obvious that such regulations are not to be extended beyond the business intended to be regulated. The scheme of the relief department of this company does not contemplate a business of that sort. Such an association (a railway relief association) creates its own fund by voluntary action, and distributes it by an agreed-upon plan; and the contract is not of insurance, but of beneficial relief.

"None of the objections to the contract being found to affect its validity, it results that it was erroneous to overrule the evidence of its existence, and its performance on the part of the company, and of the acceptance by Beck of benefits thereunder. Under that evidence the defense of the company was perfect, unless it was met by counter evidence denying the existence of the contract or the acceptance of the benefits by Beck. The judgment must, therefore, be reversed."

[From B. L. No. 28, May, 1900.]

JOSSEY *v.* GEORGIA SOUTHERN AND FLORIDA RY. CO., 34 Southeastern Reporter, page 664.—R. M. Jossey brought suit against the above-named railway company, in which he sought to rescind a contract signed by him releasing such company from liability for a personal injury sustained by him and to recover damages from the defendant for such injury. In the superior court of Dooly County, Ga., where the suit was heard, a judgment was rendered in favor of the defendant company, and the plantiff took the case upon a writ of error before the supreme court of the State, which rendered its decision December 8, 1899, and sustained the action of the lower court.

The opinion of the court was delivered by Judge Fish, and the syllabus of the same, which was prepared by the court, reads as follows:

"One who signs a contract which recites that, in consideration of a stated sum paid him by a railroad company, he releases it from all liability for a personal injury, which he contends was caused by its negligence, will be estopped from claiming that the release is not binding upon him because he thought, when he signed the contract, that it related only to the time he lost in consequence of the injury and did not cover damages caused thereby, when it appears that no fraud of any kind was practiced upon him, and that, having ample opportunity and capacity to read and understand the contract before he signed it, he negligently failed to do so."

[From B. L. No. 29, July, 1900.]

PETTY *v.* BRUNSWICK AND WESTERN RAILWAY CO., 35 Southeastern Reporter, page 82.—In the city court of Brunswick, Ga., in a suit brought by Alfred Petty, plaintiff, against the above-named railway company to recover damages for personal injuries incurred by the plaintiff while in the employ of the company, a judgment was rendered in favor of the defendant company, and the plaintiff carried the case upon a writ of error to the supreme court of the State. Said court rendered its decision January 30, 1900, and affirmed the judgment of the lower court.

In the opinion of the court, which was delivered by Presiding Judge Lumpkin, certain principles of interest were laid down, which are given in the syllabus of the decision, prepared by the court, in the following language:

"1. A contract between an employee and his master, or another acting in the latter's interest, by the terms of which the employee, when physically injured, whether as a result of his own negligence or not, or when sick, is to receive pecuniary and other valuable benefits, and which stipulates that his voluntary acceptance of any of such benefits in case of injury is to operate as a release of the master from all liability on account thereof, is not contrary to public policy.

"2. That such a contract secured to the employee substantial benefits, and that the master contributed to the fund for the payment thereof, constituted a valuable consideration as to the employee; and this is true though he himself made a small monthly contribution to that fund. A contract of this kind is not wanting in mutuality.

"6. The acceptance by an injured employee of any benefit under a contract of the kind indicated in the first of the preceding notes is an election on his part to look exclusively to that source for compensation on account of the injury and amounts to a complete accord and satisfaction of his claim for damages against his master therefrom arising."

[From B. L. No. 27, March, 1900.]

POTTER *v.* DETROIT, GRAND HAVEN AND MILWAUKEE RY. CO., 81 Northwestern Reporter, page 80.—In the circuit court of Shiawassee County, Mich., Frank A. Potter recovered a judgment in a suit brought by him against the above-named railway company for damages for injuries incurred by him while in its employ. The company then appealed the case to the supreme court of the State, which rendered its decision December 12, 1899, and affirmed the judgment of the lower court.

In the opinion of the supreme court, delivered by Judge Montgomery, the following, showing an interesting point decided in the case, appears:

"Some time after plaintiff received his injuries, and on October 31, 1892, he signed a release, reciting that he had received certain injuries, as follows: 'At Milwaukee Junction, while riding on a ladder of car, was knocked off by a post standing a little west of the road crossing, cutting my head and bruising my shoulder;' and, after reciting that the company denied liability, for the purpose of determining and ending the question of liability and to avoid litigation, in consideration of reemployment by the company, the release proceeds: 'I do hereby waive and relinquish all claims that I may have against the said company for damages for the aforesaid injuries, and do hereby release the said company of and from all claims as aforesaid.' The recited consideration for this release is 'the reemployment by said company for such time only as may be satisfactory to the said company.' The testimony shows that at the time when the release was signed the plaintiff was already again in the defendant's employ. No change as to the terms of employment was made, nor was the defendant company bound to retain him in its employ for any length of time whatever. There was no consideration for the release. We discover no material error. The judgment should be affirmed."

[From B. L. No. 30, September, 1900.]

LEVISTER *v.* SOUTHERN RAILWAY CO., 35 Southeastern Reporter, page 207.—Action was brought by A. H. Levister against the above-named railway company to recover damages for injuries incurred by him while in its employ. At a hearing in the common pleas circuit court of Richland County, S. C., the defendant company set up as a second defense to the suit the following:

"That after the time of the alleged injury and before the commencement of this action the defendant delivered to the plaintiff and the plaintiff received from the defendant the sum of $210 in full release, satisfaction, and discharge of all claims for damages resulting from the injury alleged in the said complaint."

In his reply to said defense the plaintiff used the following language:

"Admits that plaintiff did sign and deliver to the defendant a certain paper, purporting to be a release, to the effect stated in said second defense of the answer, but alleges with reference thereto that the same was fraudulently procured from him by the defendant, in that he was given to understand by said company that if he would sign the paper the defendant would pay him his regular salary of $35 per month for six months, and would give him employment out of which he might earn a living, whereas the said company never intended to give him such employment, and has failed and refused to do so, although requested to do so by this plaintiff, in consequence whereof the said paper purporting to be a release was wholly void."

To this reply the defendant demurred upon three grounds, the second of which reads as follows:

"Because the said reply does not contain or state any facts showing that the plaintiff has rescinded said release and has returned or offered to return to the defendant the consideration thereof before the commencement of this action."

Upon this ground the demurrer was sustained by the circuit judge, and the plaintiff appealed the case to the supreme court of the State, which rendered its decision March 7, 1900, and sustained the action of the lower court.

Chief Justice McIver delivered the opinion of the supreme court, and the following is quoted therefrom:

"We proceed, then, to the consideration of what we also regard as the only substantial question raised by the appeal, and that is whether a person who has sustained injuries by reason of the alleged negligence of a railroad company, and and has afterwards, in consideration for the sum of money paid to him, executed a release of all claims against such company for damages sustained by such injuries, can maintain an action for damages without first returning or offering to return the money so received, even though he alleges that such release was obtained by fraud. It seems that, upon the plainest principles of justice and fair dealing, there can be but one answer to this question, and that in the negative. To allow a person, after executing a release of all claims against another in consideration of a sum of money paid to him, to repudiate obligations which he assumed by executing the release, and at the same time reap the benefits which he received by executing the release, which would be a fraud, would be asking a court o release him from a fraud which he claims was practiced upon him by another, and at the same time committing a fraud upon such other person; for certainly it would be a fraud to obtain money paid to him in consideration that he would do something which he now claims he is not bound to do and will not do, for certainly, on the theory on which he proceeds, the money which he retains is not his money, but belongs to the person against whom he is asking relief.

"If, in such a case, the plaintiff conceives that the release, the execution of which he admits, was obtained by fraud, and for that reason seeks to avoid it, his first step is to return the money he received in consideration of executing the release; for he can not be permitted to retain the benefits which he has received under a contract, and at the same time escape the obligations which such contract imposed upon him. Upon principle, therefore, we think it clear that there was no error on the part of the circuit judge in sustaining the demurrer on the second ground."

B.—EMPLOYERS' LIABILITY LAWS.

The text of the following laws has been taken from the Seventeenth Annual Report of the Bureau f Labor Statistics of New York, 1899, corrected and amended to include the laws of 1900. The text f these laws may also be found, with much illuminating comment upon them, in an article by Ir. Stephen D. Fessenden, entitled "Present status of employers' liability in the United States," abor Bulletin No. 31, November, 1900.

ALABAMA.

ACT OF FEBRUARY 12, 1885.

[From Code of 1886, Part III, Title 1.]

SEC. 2590. *Liability of master or employer to servant or employee for injuries.*—When a personal injury is received by a servant or employee in the service or business of the master or employer, the master or employer is liable to answer in damages to such servant or employee, as if he were a stranger, and not engaged in such service or employment, in the cases following:

1. When the injury is caused by reason of any defect in the condition of the ways, works, machinery, or plant connected with, or used in the business of the master or employer.

2. When the injury is caused by reason of the negligence of any person in the service or employment of the master or employer, who has any superintendence intrusted to him, whilst in the exercise of such superintendence.

3. When such injury is caused by reason of the negligence of any person in the service or employment of the master or employer, to whose orders or directions the servant or employee, at the time of the injury, was bound to conform, and did conform, if such injuries resulted from his having so conformed.

4. When such injury is caused by reason of the act or omission of any person in the service or employment of the master or employer, done or made in obedience to the rules and regulations and by-laws of the master or employer, or in obedience to particular instructions given by any person delegated with the authority of the master or employer in that behalf.

5. When such injury is caused by reason of the negligence of any person in the service or employment of the master or employer, who has the charge or control of any signal, points, locomotive, engine, switch, car, or train upon a railway, or of any part of the track of a railway.

But the master or employer is not liable under this section, if the servant or employee knew of the defect or negligence causing the injury, and failed in a reasonable time to give information thereof to the master or employer, or to some person superior to himself engaged in the service or employment of the master or employer, unless he was aware that the master or employer, or such superior, already knew of such defect or negligence; nor is the master or employer liable under subdivision 1, unless the defect therein mentioned arose from, or had not been discovered or remedied owing to the negligence of the master or employer, or of some person in the service of the master or employer, and intrusted by him with the duty of seeing that the ways, works, machinery, or plant, were in proper condition.

SEC. 2591. *Personal representative may sue, if injury results in death.*—If such injury results in the death of the servant or employee, his personal representative is entitled to maintain an action therefor, and the damages recovered are not subject to the payment of debts or liabilities, but shall be distributed according to the statute of distributions.

SEC. 2592. *Damages exempt.*—Damages recovered by the servant or employee, of and from the master or employer, are not subject to the payment of debts, or any legal liabilities incurred by him.

ARKANSAS.

[Digest of 1894, Chapter 130.]

SEC. 6248. *Fellow servants; railroad companies.*—All persons engaged in the service of any railway corporations, foreign or domestic, doing business in this State, who are intrusted by such corporation with the authority of superintendence, control, or command of other persons in the employ or service of such corporation, or with the authority to direct any other employee, in the performance of any duty of such employee, are vice-principals of such corporation, and are not fellow servants with such employee.

SEC. 6249. All persons who are engaged in the common service of such railway corporations, and who, while so engaged, are working together to a common purpose, of same grade, neither of such persons being intrusted by such corporations with any superintendence or control over their fellow employees, are fellow servants with each other: *Provided*, Nothing herein contained shall be so construed as to make employees of such corporation in the service of such corporation fellow servants with other employees of such corporation engaged in any other department or service of such corporation. Employees who do not come within the provisions of this section shall not be considered fellow servants.

SEC. 6250. No contract made between the employer and employee based upon the contingency of the injury or death of the employee limiting the liability of the employer under this act, or fixing damages to be recovered, shall be valid and binding.

CALIFORNIA.

[Civil Code of California, 1885, p. 345.]

SEC. 1969. *When employer must indemnify employee.*—An employer must indemnify his employee, except as provided in the next section, for all that he necessarily expends or loses in direct consequence of the discharge of his duties as such, or of his obedience to the directions of his employer, even though unlawful, unless the employee at the time of obeying such directions believed them to be unlawful.

SEC. 1970. *When not.*—An employer is not bound to indemnify his employee for losses suffered by the latter in consequence of the ordinary risk of the business in which he is employed, nor in consequence of the negligence of another person employed by the same employer in the same general business, unless he has neglected to use ordinary care in the selection of the culpable employee.

SEC. 1971. *Employer to indemnify for his own negligence.*—An employer must in all cases indemnify his employee for losses caused by the former's want of ordinary care.

COLORADO.

ARTICLE XV, SECTION 15, OF THE CONSTITUTION.

Contracting out.

It shall be unlawful for any person, company, or corporation to require of its servants or employees, as a condition of their employment or otherwise, any contract or agreement whereby such person, company, or corporation shall be released or discharged from liability or responsibility on account of personal injuries received by such servants or employees while in the service of such person, company, or corporation, by reason of the negligence of such person, company, or corporation, or the agents or employees thereof, and such contracts shall be absolutely null and void.

ACTS OF 1893, CHAPTER 77.

Liability of employer for injuries of employees.

SEC. 1. Where, after the passage of this act, personal injury is caused to an employee, who is himself in the exercise of due care and diligence at the time, (1) by reason of any defect in the condition of the ways, works, or machinery connected with or used in the business of the employer, which arose from or had not been discovered or remedied owing to the negligence of the employer, or of any person in the service of the employer, and intrusted by him with the duty of seeing that the ways, works, and machinery were in proper condition; or (2) by reason of the negligence of any person in the service of the employer, entrusted with or exercising superintendence, whose sole or principal duty is that of superintendence; (3) by reason of the negligence of any person in the service of the employer who has the charge or control of any switch, signal, locomotive engine,

r train upon a railroad, the employee, or in case the injury results in death the arties entitled by law to sue and recover for any such damages shall have the ame right of compensation and remedy against the employer as, if the employee ad not been an employee of or in the service of the employer or engaged in his r its works.

SEC. 2. The amount of compensation recoverable under this act, in case of a ersonal injury resulting solely from the negligence of a coemployee, shall not xceed the sum of five thousand dollars. No action for the recovery of compenation for injury or death under this act shall be maintained unless written notice f the time, place, and cause of the injury is given to the employer within sixty lays, and the action is commenced within two years from the occurrence of the ccident causing the injury or death. But no notice given under the provisions f this section shall be deemed invalid or insufficient solely by reason of any inaccuracy in stating the time, place, or cause of injury: *Provided*, It is shown that here was no intention to mislead, and that the party entitled to notice was not in fact misled thereby.

SEC. 3. Whenever an employee enters into a contract, either written or verbal, with an independent contractor to do part of such employer's work, or whenever such contractor enters into a contract with a subcontractor to do all or a part of the work comprised in such contract or contracts with the employer, such contract or subcontract shall not bar the liability of the employer for injuries to the employees of such contractor or subcontractor, by reason of any defect in the condition of the ways, works, machinery, or plant, if they are the property of the employer or furnished by him, and if such defect arose or had not been discovered or remedied through the negligence of the employer or of some person intrusted by him with the duty of seeing that they were in proper condition.

SEC. 4. An employee or those entitled by law to sue and recover, under the provisions of this act, shall not be entitled under this act to any right of compensation or remedy against his employer in any case where such employee knew of the defect or negligence which caused the injury, and failed within a reasonable time to give or cause to be given information thereof to the employer, or to some person superior to himself in the service of his employer, who had intrusted to him some general superintendence.

SEC. 5. If the injury sustained by the employee is clearly the result of the negligence, carelessness, or misconduct of a coemployee, the coemployee shall be equally liable, under the provisions of this act, with the employer, and may be made a party defendant in all actions brought to recover damages for such injury. Upon the trial of such action, the court may submit to and require the jury to find a special verdict upon the question as to whether the employer or his vice-principal was or was not guilty of negligence proximately causing the injury complained of, or whether such injury resulted solely from the negligence of the coemployee; and in case the jury by their special verdict find that the injury was solely the result of the negligence of the employer or vice-principal, then and in that case the jury shall assess the full amount of plaintiff's damages against the employer, and the suit shall be dismissed as against the employee; but in case the jury by their special verdict find that the injury resulted solely from the negligence of the coemployee, the jury may assess damages both against the employer and employee.

FLORIDA.

Liability of railroad companies for injuries to employees.

The act of June 7, 1887, which was quite similar to the Georgia statute, has been superseded by the following law, approved May 4, 1891:

[Revised Statutes of 1892, Appendix, page 1008.]

SEC. 3. If any person is injured by a railroad company by the running of the locomotives, or cars, or other machinery of such company, he being at the time of such injury an employee of the company, and the damage was caused by negligence of another employee, and without fault or negligence on the part of the person injured, his employment by the company shall be no bar to a recovery. No contract which restricts such liability shall be legal or binding.

GEORGIA.

ACT OF 1855.

[Code of 1895.]

SEC. 2297. *Liability of railroad companies as carriers.*—Railroad companies are common carriers, and liable as such. As such companies necessarily have many employees who can not possibly control those who should exercise care and dili-

gence in the running of trains, such companies shall be liable to such employees as to passengers for injuries arising from the want of such care and diligence.

SEC. 2323. *Injury by coemployee.*—If the person injured is himself an employee of the company, and the damage was caused by another employee, and without fault or negligence on the part of the person injured, his employment by the company shall be no bar to the recovery [of damages].

NO. 224 OF THE ACTS OF 1895.

SECTION 1. The liability of receivers, trustees, assignees, and other like officers operating railroads in this State, or partially in this State, for injuries and damages to persons in their employ, caused by the negligence of coemployees, shall be the same as the liability now fixed by the law governing the operation of railroad corporations in this State for like injuries and damages, and a lien is hereby created on the gross income of any such railroad while in the hands of any such receiver, trustee, assignee, or other person, in favor of such injured employees, superior to all other aliens against defendant under the laws of this State.

SEC. 2. Suits may be brought against either of such officers in the same county, and service may be perfected by serving them or their agents in the same manner as if the suit had been brought against the corporation whose property or franchise is being operated by them, and all such suits may be brought without first having obtained leave to sue from any court.

INDIANA.

Liability of corporations for injuries of employees.

[Annotated Statutes of 1894, chapter 81.]

SECTION 7083. Every railroad or other corporation, except municipal, operating in this State, shall be liable for damages for personal injury suffered by an employee while in its service, the employee so injured being in the exercise of due care and diligence, in the following cases:

First. When such injury is suffered by reason of any defect in the condition of ways, works, plant, tools, and machinery connected with or in use in the business of such corporation, when such defect was the result of negligence on the part of the corporation, or some person entrusted by it with the duty of keeping such way, works, plant, tools, or machinery in proper condition.

Second. Where such injury resulted from the negligence of any person in the service of such corporation, to whose order or direction the injured employee at the time of the injury was bound to conform, and did conform.

Third. Where such injury resulted from the act or omission of any person done or made in obedience to any rule, regulation, or by-law of such corporation, or in obedience to the particular instructions given by any person delegated with the authority of the corporation in that behalf.

Fourth. Where such injury was caused by the negligence of any person in the service of such corporation who has charge of any signal, telegraph office, switch yard, shop, roundhouse, locomotive engine, or train upon a railway, or where such injury was caused by the negligence of any person, coemployee, or fellow servant engaged in the same common service in any of the several departments of the service of any such corporation, the said person, coemployee, or fellow servant, at the time acting in the place and performing the duty of the corporation in that behalf, and the person so injured, obeying, or conforming to the order of some superior at the time of such injury, having authority to direct; but nothing herein shall be construed to abridge the liability of the corporation under existing laws.

SEC. 7085. The damages recoverable under this act shall be commensurate with the injury sustained unless death results from such injury, when, in such case, the action shall survive and be governed in all respects by the law now in force as to such actions: *Provided*, That where any such person recovers a judgment against a railroad or other corporation, and such corporation takes an appeal, and, pending such appeal, the injured person dies, and the judgment rendered in the court below be thereafter reversed, the right of action of such person shall survive to his legal representative.

SEC. 7086. In case any railroad corporation which owns or operates a line extending into or through the State of Indiana and into or through another or other states, and a person in the employ of such corporation, a citizen of this State, shall be injured, as provided in this act, in any other state where such railroad is owned or operated, and a suit for such injury shall be brought in any of the courts of this State, it shall not be competent for such corporation to plead or

prove the decisions or statutes of the state where such person shall have been injured as a defense to the action brought in this State.

SEC. 7087. All contracts made by railroads or other corporations with their employees, or rules or regulations adopted by any corporation releasing or relieving it from liability to any employee having a right of action under the provisions of this act, are hereby declared null and void. The provisions of this act, however, shall not apply to any injuries sustained before it takes effect, nor shall it affect in any manner any suit or legal proceedings pending at the time it takes effect.

IOWA.

ACT OF 1862.

Liability of railroad companies for injuries to employees.

[McClain's Annotated Statutes of 1880, Title X, Chapter 5, Section 1307.]

Every corporation operating a railway shall be liable for all damages sustained by any person, including employees of such corporation, in consequence of the neglect of agents, or by any mismanagement of the engineers or other employees of the corporation, and in consequence of the wilful wrongs, whether of commission or of omission of such agents, engineers, or other employees, when such wrongs are in any manner connected with the use and operation of any railway, on or about which they shall be employed, and no contract which restricts such liability shall be legal or binding.

ACTS OF 1898, CHAPTER 49.

Contracting out.

SECTION 1. Section number two thousand and seventy-one of the code [shall] be amended by adding at the end thereof the following:

"Nor shall any contract of insurance, relief, benefit, or indemnity in case of injury or death, entered into prior to the injury, between the person so injured and such corporation, or any other person or association acting for such corporation, nor shall the acceptance of any such insurance, relief, benefit, or indemnity by the person injured, his widow, heirs, or legal representatives after the injury, from such corporation, person, or association, constitute any bar or defense to any cause of action brought under the provisions of this section, but nothing contained herein shall be construed to prevent or invalidate any settlement for damages between the parties subsequent to injuries received."

Approved March 8, 1898.

KANSAS.

LAWS OF 1874, CHAPTER 93, SECTION 1.

Liability of railroad companies for injuries of employees.

[General Statutes of 1889, Chapter 23, Paragraph 1251.]

Every railroad company organized or doing business in this State shall be liable for all damages done to any employee of such company in consequence of any negligence of its agents. or by any mismanagement of its engineers, or other employees, to any person sustaining such damage.

MASSACHUSETTS.

LAWS OF 1887, CHAPTER 270.

Liability of employer for injuries of employees.

SECTION 1. (As amended by chapter 260, acts of 1892, and by chapter 359, acts of 1893, and by chapter 499, acts of 1894.) Where, after the passage of this act, personal injury is caused to an employee, who is himself in the exercise of due care and diligence at the time: (1) By reason of any defect in the condition of the ways, works, or machinery connected with or used in the business of the employer, which arose from or had not been discovered or remedied owing to the negligence of the employer or of any person in the service of the employer and entrusted by him with the duty of seeing that the ways, works, or machinery were in proper condition; or (2) by reason of the negligence of any person in the

service of the employer, entrusted with and exercising superintendence, whose sole or principal duty is that of superintendence, or, in the absence of such superintendence, of any person acting as superintendent with the authority or consent of such employer; or (3) by reason of the negligence of any person in the service of the employer who has the charge or control of any signal, switch, locomotive engine, or train upon a railroad; the employee, or in case the injury results in death the legal representatives of such employee, shall have the same right of compensation and remedies against the employer as if the employee had not been an employee of nor in the service of the employer, nor engaged in its work. And in case such death is not instantaneous, or is preceded by conscious suffering, said legal representatives may in the action brought under this section, except as hereinafter provided, also recover damages for such death. The total damages awarded hereunder, both for said death and for said injury, shall not exceed five thousand dollars, and shall be apportioned by the jury between the legal representatives and the persons, if any, entitled under the succeeding section of this act, to bring action for instantaneous death. If there are no such persons then no damages for such death shall be recovered, and the damages, so far as the same are awarded for said death, shall be assessed with reference to the degree of culpability of the employer herein, or the person for whose negligence he is made liable. A car in use by or in the possession of a railroad company shall be considered a part of the ways, works, or machinery of the company using or having the same in possession, within the meaning of this act, whether such car is owned by it or by some other company or person.

SEC. 2. Where an employee is instantly killed or dies without conscious suffering, as the result of the negligence of the employer, or of the negligence of any person for whose negligence the employer is liable under the provisions of this act, the widow of the deceased, or, in case there is no widow, the next of kin, provided that such next of kin were at the time of the death of such employee dependent upon the wages of such employee for support, may maintain an action for damages therefor and may recover in the same manner, to the same extent, as if the death of the deceased had not been instantaneous, or as if the deceased had consciously suffered.

SEC. 3. (As amended by chapter 155, acts of 1888; by chapter 260, acts of 1892, and by chapter 446 of the act of 1900.) Except in actions brought by the personal representatives under section one of this act to recover damages for both the injury and death of an employee, the amount of compensation receivable under this act in cases of personal injury shall not exceed the sum of four thousand dollars. In case of death which follows instantaneously or without conscious suffering, compensation in lieu thereof may be recovered in not less than five hundred and not more than five thousand dollars, to be assessed with reference to the degree of culpability of the employer herein, or the person for whose negligence he is made liable; and no action for the recovery of compensation for injury or death under this act shall be maintained unless notice of the time, place, and cause of the injury is given to the employer within sixty days, and the action is commenced within one year, from the occurrence of the accident causing the injury or death. The notice required by this section shall be in writing, signed by the person injured or by someone in his behalf; but if from physical or mental incapacity it is impossible for the person injured to give the notice within the time provided in said section, he may give the same within ten days after such incapacity is removed, and in case of his death without having given the notice and without having been for ten days at any time after his injury of sufficient capacity to give the notice, his executor or administrator may give such notice within sixty days after his appointment. But no notice given under the provisions of this section shall be deemed to be invalid or insufficient solely by reason of any inaccuracy in stating the time, place, or cause of the injury: *Provided*, It is shown that there was no intention to mislead, and that the party entitled to notice was not in fact misled thereby.

SEC. 4. Whenever an employer enters into a contract, either written or verbal, with an independent contractor to do part of such employer's work, or whenever such contractor enters into a contract with a subcontractor to do all or any part of the work comprised in such contractor's contract with the employer, such contract or subcontract shall not bar the liability of the employer for injuries to the employees of such contractor or subcontractor, by reason of any defect in the condition of the ways, works, machinery or plant, if they are the property of the employer, or furnished by him, and if such defect arose or had not been discovered or remedied through the negligence of the employer or some person entrusted by him with the duty of seeing that they were in proper condition.

SEC. 5. An employee or his legal representatives shall not be entitled under

s act to any right of compensation or remedy against his employer in any case ıere such employee knew of the defect or negligence which caused the injury, d failed within a reasonable time to give, or cause to be given, information ereof to the employer or some person superior to himself in the service of the ıployer, who had entrusted to him some general superintendence..

SEC. 6. Any employer who shall have contributed to an insurance fund created d maintained for the mutual purpose of indemnifying an employee for personal juries for which compensation may be recovered under this act, or to any relief ciety formed under chapter two hundred and forty-four of the acts of the year ghteen hundred and eighty-two, as authorized by chapter one hundred and venty-five of the acts of the year eighteen hundred and eighty-six, may prove, mitigation of the damages recoverable by an employee under this act, such roportion of the pecuniary benefit which has been received by such employee from ıy such fund or society on account of such contribution of said employer, as the ontribution of such employer to such fund or society bears to the whole contriution thereof.

SEC. 7. This act shall not apply to injuries caused to domestic servants, or farm ıborers, by other fellow-employees.

CHAPTER 491, LAWS OF 1897.

SEC. 1. One or more cars in motion, whether attached to an engine or not, shall onstitute a train within the meaning of clause three of section one of chapter wo hundred and seventy of the acts of the year eighteen hundred and eighty-even and acts in addition thereto or in amendment thereof.

SEC. 2. Any person who, as a part of his duty for the time being, physically conrols or directs the movements of a signal, switch, or train shall be deemed to be a person in charge or control of a signal, switch, or train within the meaning of clause three of section one of chapter two hundred and seventy of the acts of the year eighteen hundred and eighty-seven and acts in addition thereto or in amendment thereof.

Approved June 10, 1897.

ACT OF 1894.

No person or corporation shall, by special contract with persons in his or its employ, exempt himself or itself from any liability which he or it might otherwise be under to such persons for injuries suffered by them in their employment, and which result from the employer's own negligence or from the negligence of other persons in his or its employ.

MINNESOTA.[1]

ACT OF 1891.

[General Statutes of 1894, Chapter 34, Section 2701.]

Every railroad corporation owning or operating a railroad in this State shall be liable for all damages sustained by any agent or servant thereof, by reason of the negligence of any other agent or servant thereof, without contributory negligence on his part, when sustained within this State, and no contract, rule, or regulation between such corporation and any agent or servant shall impair or diminish such liability: *Provided*, That nothing in this act shall be so construed as to render any railroad company liable for damages sustained by any employee, agent, or servant while engaged in the construction of a new road, or any part thereof, not open to public travel or use.

ACTS OF 1895, CHAPTER 324.

Verdicts in suits based on negligence of fellow-servants.

In any action where a verdict is hereafter rendered awarding damages on account of the negligence of a coemployee or coemployees, fellow-servant or fellow-servants of the injured party, the court, upon request of either party, made before the case is submitted to the jury, shall direct the jury to name and it shall be their duty to name in their verdict such coemployee or coemployees, fellow-servant or fellow-servants, if the evidence shall disclose their name or names, and if the evidence

[1] Chap. 206, Laws of 1885, as amended by chap. 59, Laws of 1887, made railroad corporations liable for injuries to engineers or firemen as a result of their being obliged to work more than 18 hours in any one day.

does not disclose the name or names then such coemployee or coemployees, fellow-servant or fellow-servants shall be designated by words of description, having reference to class of service, nature of employment, or otherwise, so as to identify them as far as possible under the evidence.

Provided further, That this act shall not apply to cases where the name or description of such person or persons is not disclosed by the evidence.

MISSISSIPPI.[1]

CONSTITUTION, ARTICLE 7.

Liability of railroad companies for injuries of employees.

SEC. 193. Every employee of any railroad corporation shall have the same rights and remedies for any injuries suffered by him from the act or omission of said corporation or its employees as are allowed by law to other persons not employees, where the injury results from the negligence of a superior agent or officer, or of a person having the right to control or direct the services of the party injured, and also when the injury results from the negligence of a fellow-servant engaged in another department of labor from that of the party injured, or of a fellow servant on another train of cars, or one engaged about a different piece of work Knowledge by any employee injured of the defect or unsafe character or condition of any machinery, ways, or appliances shall be no defense to an action for injury caused thereby, except as to conductors or engineers in charge of dangerous or unsafe cars or engines voluntarily operated by them. Where death ensues from any injury to employees, the legal or personal representatives of the person injured shall have the same right and remedies as are allowed by law to such representatives of other persons. Any contract or agreement, express or implied, made by any employee to waive the benefit of this section, shall be null and void; and this section shall not be construed to deprive any employee of a corporation or his legal or personal representative of any right or remedy that he now has by the law of the land. The legislature may extend the remedies herein provided for to any other class of employees.

All corporations.

By chapter 66 of the Acts of 1898, the Mississippi legislature extended the remedies of the foregoing section of the Constitution, with slight modifications, to all corporations.

MISSOURI.

ACT OF 1897.

Fellow-servants—Railroads.

[Page 96.]

SEC. 1. Every railroad corporation owning or operating a railroad in this State shall be liable for all damages sustained by any agent or servant thereof while engaged in the work of operating such railroad by reason of the negligence of any other agent or servant thereof: *Provided*, That it may be shown in defense that the person injured was guilty of negligence contributing as a proximate cause to produce the injury.

SEC. 2. All persons engaged in the service of any such railroad corporation doing business in this State, who are entrusted by such corporation with the authority of superintendence, control, or command of other persons in the employ or service of such corporation, or with the authority to direct any other servant in the performance of any duty of such servant, or with the duty of inspection, or other duty owing by the master to the servant, are vice-principals of such corporation and are not fellow-servants with such employees.

SEC. 3. Any persons who are engaged in the common service of such railroad corporation, and who while so engaged are working together at the same time and place to a common purpose of same grade, neither of such persons being entrusted by such corporation with any superintendence or control over their fellow-employees, are fellow-servants with each other: *Provided*, That nothing herein contained shall be so construed as to make any agent or servant of such corporation in the service of such corporation a fellow-servant with any other

[1] The Revised Code of 1880, section 1054, made railroad companies liable for the "neglect or mismanagement of any of their agents, engineers, or clerks."

ent or servant of such corporation engaged in any other department or service such corporation.

SEC. 4. No contract made between any railroad corporation and any of its agents servants, based upon the contingency of the injury or death of any agent or vant, limiting the liability of such railroad corporation for any damages under e provisions of this act shall be valid or binding, but all such contracts or reements shall be null and void.

Approved February 9, 1897.

MONTANA.

Liability of railroad companies for the injuries of employees.

[Codes and Statutes—Sanders's Edition, 1895, Division I, section 905.]

That in every case the liability of the [railroad] corporation to a servant or nployee acting under the orders of his superior, shall be the same in case of injury sustained by default or wrongful act of his superior, or to an employee ot appointed or controlled by him, as if such servant or employee were a assenger.[1]

NEW MEXICO.

ACTS OF 1893, CHAPTER 28.

Liability of railroad companies for injuries of employees.

SEC. 1. Every corporation operating a railway in this Territory shall be liable n a sum sufficient to compensate such employee for all damages sustained by any mployee of such corporation, the person injured or damaged being without fault n his or her part, occurring or sustained in consequence of any mismanagement, arelessness, neglect, default, or wrongful act of any agent or employee of such orporation, while in the exercise of their several duties, when such mismanagement, carelessness, neglect, default, or wrongful act of such employee or agent ould have been avoided by such corporation through the exercise of reasonable are or diligence in the selection of competent employees, or agents, or by not verworking said employees or requiring or allowing them to work an unusual or unreasonable number of hours; and any contract restricting such liability shall be deemed to be contrary to the public policy of this Territory and therefore void.

SEC. 2. It shall be unlawful for any such corporation knowingly and willfully to use or operate any car or locomotive that is defective, or any car or locomotive upon which the machinery or attachments thereto belonging are in any manner defective, or shops or machinery and attachments thereof which are in any manner defective, which defects might have been previously ascertained by ordinary care and diligence by said corporation.

If the employee of any such corporation shall receive any injury by reason of such defect in any car or locomotive or machinery or attachments thereto belonging, or shops or machinery and attachments thereof, owned and operated, or being run and operated by such corporation, through no fault of his own, such corporation shall be liable for such injury, and upon proof of the same in an action brought by such employee or his legal representatives, in any court of proper jurisdiction, against such railroad corporation for damages on account of such injury so received, shall be entitled to recover against such corporation any sum commensurate with the injuries sustained: Provided, That it shall be the duty of all the employees of railroad corporations to promptly report all defects coming to their knowledge in any such car or locomotive or shops or machinery and attachments thereof to the proper officer or agent of such corporation, and after such report the doctrine of contributory negligence shall not apply to such employee.

SEC. 3. Whenever the death of an employee shall be caused under circumstances from which a cause of action would have accrued under the provisions of the two preceding sections, if death had not ensued, an action therefor shall be brought in the manner provided by section 2310 of the Compiled Laws of New Mexico, as amended by chapter XLIX of the Session Laws of 1891 of New Mexico, and any sum recovered therein shall be subject to all the provisions of said section 2310 as so amended.

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[1] "The foregoing provision was enacted as part of a general act providing for the formation of railroads in the Territory of Montana, and was passed with considerable difficulty over the Governor's veto. Cf. Laws, etc., of the Territory of Montana, 1873 (extra), 104 and 109, note."—Rep. Mass. Bureau of Labor Statistics, 1883, p. 39.

NORTH CAROLINA.

ACT OF 1897.

Fellow-servant act—Railroad companies.

SEC. 1. Any servant or employee of any railroad company operating in this State who shall suffer injury to his person, or the personal representative of any such servant or employee who shall have suffered death in the course of his services or employment with said company by the negligence, carelessness, or incompetency of any other servant, employee, or agent of the company, or by any defect in the machinery, ways or appliances of the company, shall be entitled to maintain an action against such company.

SEC. 2. Any contract or agreement, expressed or implied, made by any employee of said company to waive the benefit of the aforesaid section shall be null and void.

SEC. 3. This act shall be in force from and after its ratification.

Ratified February 23, 1897.

NORTH DAKOTA.[1]

LAWS OF 1899, CHAPTER 129.

Liability of railroads.

SEC. 1. Every railroad corporation owning or operating a railroad in this State shall be liable for all damages sustained by any agent or servant thereof while engaged in switching or in the operation of trains by reason of the negligence of any other agent or servant thereof, without contributory negligence on his part when sustained within this State, and no contract, rule, or regulation between such corporation and any agent or servant shall impair or diminish such liability. In actions brought under the provisions of this act, if the jury find for the plaintiff they shall specify in their verdict the name or names of the employee or employees guilty of the negligent act complained of.

Provided, That nothing in this act shall be so construed as to render any railroad company liable for damages sustained by any employee, agent, or servant while engaged in the construction of a new road, or any part thereof, not open to public travel or use.

SEC. 2. All acts or parts of acts inconsistent with this act are hereby repealed.

SEC. 3. Whereas an emergency exists in that there is no law in this State fixing the liability of railroad companies or corporations owning and operating a railroad for injuries caused to employees thereof by the negligent acts of other employees thereof, therefore this act shall take effect and be in force from and after its passage and approval.

Approved, March 6, 1899.

OHIO.

ACT OF APRIL 2, 1890.

Liability of railroad companies for injuries of employees, etc.

[Page 149, Acts of 1890.]

SEC. 1. It shall be unlawful for any railroad or railway corporation or company owning and operating, or operating * * * a railroad in whole or in part in this State, to adopt or promulgate any rule or regulation for the government of its servants or employees, or make or enter into any contract or agreement with any person engaged in or about to engage in its service, in which, or by the terms of which, such employee in any manner, directly or indirectly, promises or agrees to hold such corporation or company harmless, on account of any injury he may receive by reason of any accident to, breakage, defect, or insufficiency in the cars or machinery and attachments thereto belonging, upon any cars so owned and operated, or being run and operated by such corporation, or company being defective, and any such rule, regulation, contract, or agreement shall be of no effect. It shall be unlawful for any corporation to compel or require, directly or indirectly, an employee to join any company association whatsoever, or to withhold any part of an employee's wages or his salary for the payment of dues or assessments in any society or organization whatsoever, or demand or require either as a condition precedent to securing employment or being employed, and

[1] North Dakota had also copied the California law (see above) on employer's liability.—Revised Codes of 1895, Civil Code, chapter 50, sections 4095–4097.

railroad or railway company shall not discharge any employee because he uses or neglects to become a member of any society or organization. And any employee is discharged he may, at any time within ten days after receiv- notice of his discharge, demand the reason of said discharge, and said rail- y or railroad company thereupon shall furnish said reason to said discharged ployee in writing. And no railroad company, insurance society, or associa- n, or other person shall demand, accept, require, or enter into any contract, reement, stipulation with any person about to enter, or in the employ of any lroad company whereby such person stipulates or agrees to surrender or waive y right to damages against any railroad company, thereafter arising for per- nal injury or death, or whereby he agrees to surrender or waive in case he serts the same, any other right whatsoever, and all such stipulations and agree- ents shall be void, and every corporation, association, or person violating, or ding, or abetting in the violation of this section, shall for each offense forfeit id pay to the person wronged or deprived of his rights hereunder the sum not ss than fifty dollars nor more than five hundred dollars to be recovered in civil tion.

SEC. 2. It shall be unlawful for any such corporation to knowingly or negli- ently use or operate any car or locomotive that is defective, or any car or loco- otive upon which the machinery or attachments thereto belonging are in any anner defective. If the employee of any such corporation shall receive any jury by reason of any defect in any car or locomotive, or the machinery or ttachments thereto belonging, owned and operated, or being run and operated y such corporation, such corporation shall be deemed to have had knowledge of uch defect before and at the time such injury is so sustained, and when the fact f such defect shall be made to appear in the trial of any action in the courts of his State, brought by such employee, or his legal representatives, against any ailroad corporation for damages, on account of such injuries so received, the ame shall be prima facie evidence of negligence on the part of such corporation.

SEC. 3. In all actions against the railroad company for personal injury to, or leath, resulting from personal injury, of any person, while in the employ of such ompany, arising from the negligence of such company, or any of its officers or mployees, it shall be held in addition to the liability now existing by law, that very person in the employ of such company, actually having power or authority to direct or control any other employee of such company, is not the fellow-servant, but superior of such other employee; also that every person in the employ of such company, having charge or control of employees in any separate branch or department, shall be held to be the superior and not fellow-servant of employees in any other branch or department who have no power to direct or control in the branch or department in which they are employed.

RHODE ISLAND.

[Public Statutes of 1882, Chapter 204, Section 15.]

If the life of any person, being a passenger in any stage coach or other conveyance, when used by common carriers, or the life of any person, whether a passenger or not, in the care of proprietors of, or common carriers by means of, railroad or steamboats, or the life of any person crossing upon a public highway with reasonable care, shall be lost by reason of negligence or carelessness of such common carriers, proprietor or proprietors, or by the unfitness or negligence or carelessness of their servants or agents, in this State, such common carriers, proprietor or proprietors, shall be liable to damages for injury caused by the loss of life of such person, to be recovered by action of the case, for the benefit of the husband or widow and next of kin of the deceased person, one-half thereof to go to the husband or widow and one-half thereof to the children of the deceased.

SOUTH CAROLINA.

CONSTITUTION.

Article IX, section 15, of the new Constitution, contains identically the same provisions as Article VII, section 193, of the Mississippi Constitution, reproduced above.

TEXAS.[1]

ACTS OF 1897 (SPECIAL SESSION), CHAPTER 6.

Liability of railroad companies for injuries of employees.

SEC. 1. Every person, receiver, or corporation operating a railroad or street railway, the line of which shall be situated in whole or in part in this State, shall be liable for all damages sustained by any servant or employee thereof while

engaged in the work of operating the cars, locomotives, or trains of such person, receiver, or corporation, by reason of the negligence of any other servant or employee of such person, receiver, or corporation, and the fact that such servants or employees were fellow-servants with each other shall not impair or destroy such liability.

SEC. 2. All persons engaged in the service of any person, receiver, or corporation, controlling or operating a railroad or street railway, the line of which shall be situated in whole or in part in this State, who are intrusted by such person, receiver, or corporation with the authority of superintendence, control or command of other servants or employees of such person, receiver, or corporation, or with the authority to direct any other employee in the performance of any duty of such employee, are vice-principals of such person, receiver, or corporation, and not fellow-servants with their coemployees.

SEC. 3. All persons who are engaged in the common service of such person, receiver, or corporation, controlling or operating a railroad or street railway, and who while so employed are in the same grade of employment and are doing the same character of work or service, and are working together at the same time and place and at the same piece of work and to a common purpose, are fellow-servants with each other. Employees who do not come within the provisions of this section shall not be considered fellow-servants.

SEC. 4. No contract made between the employer and employee, based upon the contingency of death or injury of the employee, and limiting the liability of the employer under this act, or fixing damages to be recovered, shall be valid or binding.

SEC. 5. Nothing in this act shall be held to impair or diminish the defense of contributory negligence when the injury of the servant or employee is caused proximately by his own contributory negligence.

SEC. 6. The short duration of the special session of the legislature, and the fact that the existing fellow-servant law[1] is inadequate to accomplish its purposes, and the fact that a large portion of our citizens have no adequate remedy for personal injuries sustained, create an emergency, and an imperative public necessity exists, that the constitutional rule requiring bills to be read on three several days be, and the same is hereby suspended, and that this act take effect and be in force from and after its passage, and it is so enacted.

Approved June 18, 1897.

[NOTE.—The foregoing act passed the Senate by a vote of yeas 20, nays 5; and passed the House by a vote of yeas 64, nays 40.]

WISCONSIN.[2]

ACTS OF 1893, CHAPTER 220.

Liability of railroad companies for injuries to employees.

SEC. 1. Every railroad or railway company operating any railroad or railway, the line of which shall be in whole or in part within this State, shall be liable for all damages sustained within this State by any employee of such company, without contributory negligence on his part; first, when such injury is caused by any defect in any locomotive, engine, car, rail, track, machinery, or appliance required by said company to be used by its employees in and about the business of such employment, when such defect could have been discovered by such company by reasonable and proper care, tests, or inspection, and proof of such defect shall be presumptive evidence of knowledge thereof on the part of such company; second, or while any such employee is so engaged in operating, running, riding upon, or switching, passenger or freight or other trains, engines, or cars, and while engaged in the performance of his duty as such employee, and which such injury shall have been caused by the carelessness or negligence of any other employee, officer, or agent of such company in the discharge of, or for failure to discharge, his duties as such.

SEC. 3. No action or cause of action not existing shall be affected by this act.

SEC. 4. No contract, receipt, rule, or regulation between any employee and a railroad company, shall exempt such corporation from the full liability imposed by this act.

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[1] The earlier law, approved March 10, 1891, was the same as the present Arkansas law (see above).

[2] The act of March 4, 1875 (Revised Statutes of 1878, Section 1816), abrogating the fellow-servant doctrine in general terms, was repealed in 1880 (chapter 232).

WYOMING.

An act approved December 7, 1869, provided that "any person in the employment of any railroad company * * * who may be injured by any locomotive, car, or other rolling stock of said company, or by other property of said company, shall have his action for damages against said company the same as if he were at in the employ of said company, and no agreement to the contrary shall be permitted as testimony in behalf of said company;" and similar rights were guaranteed the heirs of a workman who died as a result of such injuries. But this act was not contained in the Revised Statutes of 1887, and it was expressly provided that all acts omitted from that revision were to be regarded as repealed. The Constitution of Wyoming contains the following prohibition of "contracting out:"

CONSTITUTION, ARTICLE 10.—"CORPORATIONS."

SEC. 4. No law shall be enacted limiting the amount of damages to be recovered for causing the injury or death of any person. Any contract or agreement with any employee waiving any right to recover damages for causing the death or injury of any employee shall be void.

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NORTH CAROLINA.

ACT OF 1897.

Fellow-servant act—Railroad companies.

SEC. 1. Any servant or employee of any railroad company operating in this State who shall suffer injury to his person, or the personal representative of any such servant or employee who shall have suffered death in the course of his services or employment with said company by the negligence, carelessness, or incompetency of any other servant, employee, or agent of the company, or by any defect in the machinery, ways or appliances of the company, shall be entitled to maintain an action against such company.

SEC. 2. Any contract or agreement, expressed or implied, made by any employee of said company to waive the benefit of the aforesaid section shall be null and void.

SEC. 3. This act shall be in force from and after its ratification.

Ratified February 23, 1897.

NORTH DAKOTA.[1]

LAWS OF 1899, CHAPTER 129.

Liability of railroads.

SEC. 1. Every railroad corporation owning or operating a railroad in this State shall be liable for all damages sustained by any agent or servant thereof while engaged in switching or in the operation of trains by reason of the negligence of any other agent or servant thereof, without contributory negligence on his part when sustained within this State, and no contract, rule, or regulation between such corporation and any agent or servant shall impair or diminish such liability. In actions brought under the provisions of this act, if the jury find for the plaintiff they shall specify in their verdict the name or names of the employee or employees guilty of the negligent act complained of.

Provided, That nothing in this act shall be so construed as to render any railroad company liable for damages sustained by any employee, agent, or servant while engaged in the construction of a new road, or any part thereof, not open to public travel or use.

SEC. 2. All acts or parts of acts inconsistent with this act are hereby repealed.

SEC. 3. Whereas an emergency exists in that there is no law in this State fixing the liability of railroad companies or corporations owning and operating a railroad for injuries caused to employees thereof by the negligent acts of other employees thereof, therefore this act shall take effect and be in force from and after its passage and approval.

Approved, March 6, 1899.

OHIO.

ACT OF APRIL 2, 1890.

Liability of railroad companies for injuries of employees, etc.

[Page 149, Acts of 1890.]

SEC. 1. It shall be unlawful for any railroad or railway corporation or company owning and operating, or operating * * * a railroad in whole or in part in this State, to adopt or promulgate any rule or regulation for the government of its servants or employees, or make or enter into any contract or agreement with any person engaged in or about to engage in its service, in which, or by the terms of which, such employee in any manner, directly or indirectly, promises or agrees to hold such corporation or company harmless, on account of any injury he may receive by reason of any accident to, breakage, defect, or insufficiency in the cars or machinery and attachments thereto belonging, upon any cars so owned and operated, or being run and operated by such corporation, or company being defective, and any such rule, regulation, contract, or agreement shall be of no effect. It shall be unlawful for any corporation to compel or require, directly or indirectly, an employee to join any company association whatsoever, or to withhold any part of an employee's wages or his salary for the payment of dues or assessments in any society or organization whatsoever, or demand or require either as a condition precedent to securing employment or being employed, and

[1] North Dakota had also copied the California law (see above) on employer's liability.—Revised Codes of 1895, Civil Code, chapter 50, sections 4095–4097.

id railroad or railway company shall not discharge any employee because he fuses or neglects to become a member of any society or organization. And any employee is discharged he may, at any time within ten days after receiving notice of his discharge, demand the reason of said discharge, and said railay or railroad company thereupon shall furnish said reason to said discharged nployee in writing. And no railroad company, insurance society, or association, or other person shall demand, accept, require, or enter into any contract, greement, stipulation with any person about to enter, or in the employ of any ailroad company whereby such person stipulates or agrees to surrender or waive ny right to damages against any railroad company, thereafter arising for peronal injury or death, or whereby he agrees to surrender or waive in case he sserts the same, any other right whatsoever, and all such stipulations and agreeients shall be void, and every corporation, association, or person violating, or iding, or abetting in the violation of this section, shall for each offense forfeit nd pay to the person wronged or deprived of his rights hereunder the sum not ess than fifty dollars nor more than five hundred dollars to be recovered in civil ction.

SEC. 2. It shall be unlawful for any such corporation to knowingly or negligently use or operate any car or locomotive that is defective, or any car or locomotive upon which the machinery or attachments thereto belonging are in any manner defective. If the employee of any such corporation shall receive any injury by reason of any defect in any car or locomotive, or the machinery or attachments thereto belonging, owned and operated, or being run and operated by such corporation, such corporation shall be deemed to have had knowledge of such defect before and at the time such injury is so sustained, and when the fact of such defect shall be made to appear in the trial of any action in the courts of this State, brought by such employee, or his legal representatives, against any railroad corporation for damages, on account of such injuries so received, the same shall be prima facie evidence of negligence on the part of such corporation.

SEC. 3. In all actions against the railroad company for personal injury to, or death, resulting from personal injury, of any person, while in the employ of such company, arising from the negligence of such company, or any of its officers or employees, it shall be held in addition to the liability now existing by law, that every person in the employ of such company, actually having power or authority to direct or control any other employee of such company, is not the fellow-servant, but superior of such other employee; also that every person in the employ of such company, having charge or control of employees in any separate branch or department, shall be held to be the superior and not fellow-servant of employees in any other branch or department who have no power to direct or control in the branch or department in which they are employed.

RHODE ISLAND.

[Public Statutes of 1882, Chapter 204, Section 15.]

If the life of any person, being a passenger in any stage coach or other conveyance, when used by common carriers, or the life of any person, whether a passenger or not, in the care of proprietors of, or common carriers by means of, railroad or steamboats, or the life of any person crossing upon a public highway with reasonable care, shall be lost by reason of negligence or carelessness of such common carriers, proprietor or proprietors, or by the unfitness or negligence or carelessness of their servants or agents, in this State, such common carriers, proprietor or proprietors, shall be liable to damages for injury caused by the loss of life of such person, to be recovered by action of the case, for the benefit of the husband or widow and next of kin of the deceased person, one-half thereof to go to the husband or widow and one-half thereof to the children of the deceased.

SOUTH CAROLINA.

CONSTITUTION.

Article IX, section 15, of the new Constitution, contains identically the same provisions as Article VII, section 193, of the Mississippi Constitution, reproduced above.

TEXAS.[1]

ACTS OF 1897 (SPECIAL SESSION), CHAPTER 6.

Liability of railroad companies for injuries of employees.

SEC. 1. Every person, receiver, or corporation operating a railroad or street railway, the line of which shall be situated in whole or in part in this State, shall be liable for all damages sustained by any servant or employee thereof while

engaged in the work of operating the cars, locomotives, or trains of such person, receiver, or corporation, by reason of the negligence of any other servant or employee of such person, receiver, or corporation, and the fact that such servants or employees were fellow-servants with each other shall not impair or destroy such liability.

SEC. 2. All persons engaged in the service of any person, receiver, or corporation, controlling or operating a railroad or street railway, the line of which shall be situated in whole or in part in this State, who are intrusted by such person, receiver, or corporation with the authority of superintendence, control or command of other servants or employees of such person, receiver, or corporation, or with the authority to direct any other employee in the performance of any duty of such employee, are vice-principals of such person, receiver, or corporation, and not fellow-servants with their coemployees.

SEC. 3. All persons who are engaged in the common service of such person, receiver, or corporation, controlling or operating a railroad or street railway, and who while so employed are in the same grade of employment and are doing the same character of work or service, and are working together at the same time and place and at the same piece of work and to a common purpose, are fellow-servants with each other. Employees who do not come within the provisions of this section shall not be considered fellow-servants.

SEC. 4. No contract made between the employer and employee, based upon the contingency of death or injury of the employee, and limiting the liability of the employer under this act, or fixing damages to be recovered, shall be valid or binding.

SEC. 5. Nothing in this act shall be held to impair or diminish the defense of contributory negligence when the injury of the servant or employee is caused proximately by his own contributory negligence.

SEC. 6. The short duration of the special session of the legislature, and the fact that the existing fellow-servant law[1] is inadequate to accomplish its purposes, and the fact that a large portion of our citizens have no adequate remedy for personal injuries sustained, create an emergency, and an imperative public necessity exists, that the constitutional rule requiring bills to be read on three several days be, and the same is hereby suspended, and that this act take effect and be in force from and after its passage, and it is so enacted.

Approved June 18, 1897.

[NOTE.—The foregoing act passed the Senate by a vote of yeas 20, nays 5; and passed the House by a vote of yeas 64, nays 40.]

WISCONSIN.[2]

ACTS OF 1893, CHAPTER 220.

Liability of railroad companies for injuries to employees.

SEC. 1. Every railroad or railway company operating any railroad or railway, the line of which shall be in whole or in part within this State, shall be liable for all damages sustained within this State by any employee of such company, without contributory negligence on his part; first, when such injury is caused by any defect in any locomotive, engine, car, rail, track, machinery, or appliance required by said company to be used by its employees in and about the business of such employment, when such defect could have been discovered by such company by reasonable and proper care, tests, or inspection, and proof of such defect shall be presumptive evidence of knowledge thereof on the part of such company; second, or while any such employee is so engaged in operating, running, riding upon, or switching, passenger or freight or other trains, engines, or cars, and while engaged in the performance of his duty as such employee, and which such injury shall have been caused by the carelessness or negligence of any other employee, officer, or agent of such company in the discharge of, or for failure to discharge, his duties as such.

SEC. 3. No action or cause of action not existing shall be affected by this act.

SEC. 4. No contract, receipt, rule, or regulation between any employee and a railroad company, shall exempt such corporation from the full liability imposed by this act.

[1] The earlier law, approved March 10, 1891, was the same as the present Arkansas law (see above.)

[2] The act of March 4, 1875 (Revised Statutes of 1878, Section 1816), abrogating the fellow-servant doctrine in general terms, was repealed in 1880 (chapter 282).

WYOMING.

An act approved December 7, 1869, provided that "any person in the employment of any railroad company * * * who may be injured by any locomotive, car, or other rolling stock of said company, or by other property of said company, shall have his action for damages against said company the same as if he were not in the employ of said company, and no agreement to the contrary shall be admitted as testimony in behalf of said company;" and similar rights were guaranteed the heirs of a workman who died as a result of such injuries. But this act was not contained in the Revised Statutes of 1887, and it was expressly provided that all acts omitted from that revision were to be regarded as repealed.

The Constitution of Wyoming contains the following prohibition of "contracting out:"

CONSTITUTION, ARTICLE 10.—"CORPORATIONS."

SEC. 4. No law shall be enacted limiting the amount of damages to be recovered for causing the injury or death of any person. Any contract or agreement with any employee waiving any right to recover damages for causing the death or injury of any employee shall be void.

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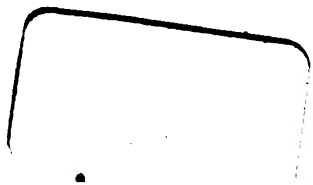
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